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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00005749)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **Arrangement**

#### PART A

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

#### PART B

#### MONETARY RATES

Table 1 - Salaries

### **PART A**

#### **1. Title**

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

#### **2. Definitions**

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

"Service" means continuous service.

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

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

“Industrial Relations Secretary” means the person, within the meaning of the *Government Sector Employment Act 2013*, who is for the purposes of any proceedings relating to Public Service employees held before a competent tribunal having jurisdiction to deal with industrial matters, taken to be the employer of Public Service employees.

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

### 3. Salaries

- (a) The salary rates for employees on the General Scale and on Grades 1 to 12 are set out in Table 1 of Part B, Monetary Rates.
- (b) An employee on the General Scale qualified at Higher School Certificate standard at 19 years of age is paid at not less the amount set out in Table 1 - Salaries for Clerk General Scale Step 4.
- (c) An employee on the General Scale at 20 years of age is paid at not less than the amount set out in Table 1 - Salaries for Clerk General Scale Step 5.
- (d) An employee on the General Scale at 21 years of age is paid at not less than the amount set out in Table 1 - Salaries for Clerk General Scale Step 6.
- (e) Roles are classified within the General Scale and Grades 1 to 12 in accordance with the classification and grading system approved by the Industrial Relations Secretary.
- (f) An employee temporarily employed under the provisions of the *Government Sector Employment Act 2013* is paid the weekly equivalent of the annual salary prescribed in Table 1.

### 4. Adjustment of Salaries

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

### 5. Promotion

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

### 6. Calculation of Service

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

- (a) Any period in respect of which an increment is refused in accordance with clause 14, Increments, of the *Government Sector Employment Regulation 2014*;
- (b) Any leave of absence without pay exceeding five days in any incremental year;
- (c) Any period necessary to give full effect to a reduction in salary imposed under 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*.

### 7. Anti-Discrimination

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

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

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

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

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

- (g) If the matter remains unresolved, the agency head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf, or the agency head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The employee, Association, agency and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (j) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

### 9. Area, Incidence and Duration

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

Employees are entitled to the conditions of employment provided by this award and by the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014*. The provisions of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and *Crown Employees (Public Sector - Salaries 2015) Award* or any replacement awards, also apply to employees covered by this award, except where specifically varied by this award.

The salary rates in Table 1 of Part B, Monetary Rates, are set in accordance with the *Crown Employees (Public Sector - Salaries 2015) Award* and any variation or replacement award.

The changes to the award are made in accordance to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) to take effect from 2 August 2016.

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

## PART B

### MONETARY RATES

**Table 1 - Salaries**

The salary rates are effective from the beginning of the first pay period to commence on or after 1 July 2016.

Administrative and Clerical Officer		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Clerks General Scale		
Clerks General Scale step 1	4	29,127
Clerks General Scale step 2	6	33,054
Clerks General Scale step 3 - 1st year of service or 18 years	7	35,134

Clerks General Scale step 4 - Minimum for - employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate qualification at 19 years of age	9	39,810
Clerks General Scale step 5 - Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	11	42,495
Clerks General Scale step 6 - Minimum for employee 21 years of age	17	45,800
Clerks General Scale step 7	20	47,049
Clerks General Scale step 8	23	49,039
Clerks General Scale step 9	25	49,929
Clerks General Scale step 10	28	51,168
Clerks General Scale step 11	32	53,060
Clerks General Scale step 12	36	54,983
Clerks General Scale step 13	40	57,015
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No 202 of 1979 shall be paid by way of allowance above Step 13 of the General Scale	-	59,453
Grade 1 1st year of service Thereafter	46 49	60,154 61,921
Grade 2 1st year of service Thereafter	52 55	63,649 65,396
Grade 3 1st year of service Thereafter	58 61	67,248 69,276
Grade 4 1st year of service Thereafter	64 67	71,438 73,635
Grade 5 1st year of service Thereafter	75 78	79,384 81,888
Grade 6 1st year of service Thereafter	82 85	85,098 87,591
Grade 7 1st year of service Thereafter	88 91	90,215 92,912
Grade 8 1st year of service Thereafter	95 98	96,784 99,862
Grade 9 1st year of service Thereafter	101 104	102,838 105,730
Grade 10 1st year of service Thereafter	108 111	110,046 113,324
Grade 11 1st year of service Thereafter	116 120	118,943 123,985
Grade 12 1st year of service Thereafter	126 130	131,751 137,557



J. D. STANTON, Commissioner

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**CROWN EMPLOYEES (CENTENNIAL PARK AND MOORE PARK  
TRUST BUILDING AND MECHANICAL SERVICES EMPLOYEES)  
AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007043)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD**

**PART A**

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Intention
5.	Workplace Reform Program
6.	Wage Rates
7.	School Based Apprentices
8.	General Conditions of Employment
9.	Deduction of Union Membership Fees
10.	Consultative Committee
11.	Grievance and Dispute Resolution Procedures
12.	Classification Standards
13.	Anti-Discrimination
14.	Sick Leave to Care for a Family Member
15.	Savings and Rights
16.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

**PART A**

**1. Title**

This Award shall be known as the Crown Employees (Centennial Park and Moore Park Trust Building and Mechanical Services Employees) Award 2016.

**2. Parties**

2.1 This Award has been made between the following parties:

The Industrial Relations Secretary;

Chief Executive, Office of Environment and Heritage (OEH);

Communications, Electrical, Electronic, Information, Postal, Plumbers and Allied Services Union of Australia Plumbing Division (New South Wales Branch);

Construction, Forestry, Mining and Energy Union (New South Wales Branch); and

Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union (New South Wales Branch).

### **3. Definitions**

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

"Employee" means and includes all persons employed under the provisions of the Government Sector Employment Act 2013 and who have been assigned to a role covered by this Award.

"Secretary" means the Industrial Relations Secretary, as established under the Government Sector Employment Act 2013.

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

"Union" means the Communications, Electrical, Electronic, Information, Postal, Plumbers and Allied Services Union of Australia Plumbing Division (New South Wales Branch); the Construction, Forestry, Mining and Energy Union (New South Wales Branch), the Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union. (New South Wales Branch), having regard to their respective coverage.

### **4. Intention**

- 4.1 The purpose of this Award is to regulate the terms and conditions of employment of employees at Centennial Park who are engaged in the trades of Carpenter, Motor Mechanic, Painter and Plumber.
- 4.2 It is intended that this Award will align the wages of the employees employed under this Award with the employees employed under the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award.
- 4.3 It is intended that the Award will provide a suitable basis for the parties to implement appropriate arrangements to ensure that corporate objectives are met.
- 4.4 This Award will help facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the employees, and the community.

### **5. Workplace Reform Program**

- 5.1 The parties agree to the implementation of the following workplace reform processes.

#### **5.1.1 Rostered Days Off**

- (i) Employees shall work a nine-day fortnight with all employees on duty on the same days, or by agreement.
- (ii) Rostered days off (RDOs) may be accumulated up to a maximum of five (5) per annum and shall be taken on days set by mutual agreement with management. Such days may be in conjunction with annual leave.

#### **5.1.2 Annual Leave Loading**

Annual Leave Loading shall be paid annually on the last pay period in November.

### 5.1.3 Afternoon Tea

Afternoon Tea to be taken only at the work site without interruption to work.

## 6. Wage Rates

- 6.1 Wage rates are contained in Table 1 of this Award. All allowances have been rolled up into the total wage rate except for those allowances contained in sub-clause 8.3 of this Award.
- 6.2 Wages for employees covered by this Award shall be adjusted by no less than any increase in the Crown Employees Wages Staff (Rates of Pay) Award 2015 and any successor Award.
- 6.3 Apprentices shall be paid a percentage of the rate of pay applicable to Level 5 Year 1:
- Year One - 45%
- Year Two - 60%
- Year Three - 75%
- Year Four - 85%

## 7. School Based Apprentices

- 7.1 A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.
- 7.2 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.
- 7.3 For the purposes of sub-clause 7.2 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.
- 7.4 The wages paid for training time may be averaged over the school term or year.
- 7.5 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.
- 7.6 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- 7.7 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.
- 7.8 Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
- 7.9 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.

## 8. General Conditions of Employment

- 8.1 Except as otherwise provided in this Award, employees shall be entitled to and shall observe the conditions of employment made pursuant to the provisions of the Government Sector Employment Act 2013 and the Government Sector Employment Regulation 2014.

- 8.2 The provisions of the Crown Employees (Skilled Trades) Award shall also apply to employees covered by this Award, unless specifically varied by provisions of this Award.
- 8.3 All allowances previously paid to employees covered by this Award are to be rolled into salary with the exception of the following:
- 8.3.1 Chokage Allowance
- A weekly allowance specified on an hourly basis at Item 1 of Table 2 will be paid to those employees required to undertake chokage work.
- 8.3.2 Plumbers Licence and Registration
- The Plumbers Licence and Registration will be paid weekly as set out on an hourly basis at Item 4 of Table 2 for three licences, at Item 3 of Table 2 for two licences, at Item 2 for one licence and at Item 5 of Table 2 for registration.
- 8.4 The provisions of the Crown Employees (Skilled Trades) Award, which give employees, an entitlement to take a paid holiday as a Picnic Day shall continue to be applied with the holiday being taken on a working day nominated by the Secretary, between Christmas and New Year.
- 8.5 Conditions of service not covered by the Crown Employees (Skilled Trades) Award shall be regulated by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied.
- 8.6 Where there is any inconsistency between this Award and the relevant industrial instruments covering the OEH and its employees, this Award shall prevail to the extent of the inconsistency.

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

- 9.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 9.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 9.3 Subject to sub-clauses 9.1 and 9.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 9.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 9.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 9.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

## **10. Consultative Committee**

- 10.1 A committee has been established to monitor the implementation of this Award and make, during its period of operation, recommendations to the Director of the Centennial Park and Moore Park Trust with regard to:
- (i) implementation of the classification levels and progressions between classifications levels as provided in Clause 12 - Classification Standards, of this Award;

- (ii) any other matters regarding the implementation of this Award.
- 10.2 The committee consists of representatives of management and representatives of the unions, which are party to this Award, the latter chosen at the discretion of the union members covered by this Award.
- 10.3 The Committee shall meet from time to time as required.
- 10.4 Should the parties to the Committee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in Clause 11 - Grievance and Dispute Resolution Procedures, of this Award will be followed.

### **11. Grievance and Dispute Resolution Procedures**

- 11.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 11.2 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.
- 11.3 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 or delegate.
- 11.4 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.
- 11.5 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.
- 11.6 The Chief Executive may refer the matter to the Secretary for consideration.
- 11.7 If the matter remains unresolved, the Chief Executive 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.
- 11.8 An employee, at any stage, may request to be represented by the Union.
- 11.9 The employee or the Union on their behalf, or the Chief Executive may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 11.10 The employee, Union, OEH and the Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 11.11 Whilst the procedures outlined in sub-clauses 11.1 to 11.9 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 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.

## 12. Classification Standards

12.1 A role falling within the scope of this Award will have assigned to it a classification level determined in accordance with the classification standards detailed below.

### 12.2 Broadbanding Classifications

12.2.1 For the purposes of this Award, Level 5/6 is a broadbanded classification. Progression between Levels 5 and 6 is by way of a "soft" progression based on competency assessment and appeal processes that are to be agreed between the parties.

12.2.2 For the purposes of this Award, Level 7/8 is a broadbanded classification. Progression between Levels 7 and 8 is by way of a "soft" progression based on competency and appeal processes that are to be agreed between the parties.

12.3 The following classification levels will apply:

#### 12.3.1 Level 5

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

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at trade level; and
- (b) Have a recognised trade certificate and possess the relevant interpretation skills and other skills and relevant experience required to:
  - (i) perform trade level duties; and/or
  - (ii) supervise apprentices; and
  - (iii) communicate with supervisors and other employees.

#### 12.3.2 Level 6

An employee assigned to a role established at Level 6 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade level and exercise initiative with regard to matter of minor complexity; and
- (b) Have a recognised trades certificate so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:
  - (i) perform advanced trade level duties; and/or
  - (ii) supervise apprentices; and/or
  - (iii) communicate with supervisors and other employees; and/or
  - (iv) communicate semi-technical information to the public.
- (c) Fulfil the requirements for progression to Level 6 based on the assessment and appeals processes agreed between the parties.

#### 12.3.3 Level 7

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

- (a) Work independently on assigned specialist work and lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised trades certificate, and have the skills and relevant supervisory experience required to:
  - (i) manage as the leader of a small team of employees (normally less than 6 employees) - supervising and training employees; and
  - (ii) be accountable for completion for completion of work to agreed standards; and/or
  - (iii) solve technical problems of limited complexity; and
  - (iv) document and communicate technical data and information to other employees and/or the public.

#### 12.3.4 Level 8

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

- (a) Work independently on assigned specialist work and lead a team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised trades certificate and have the skills and relevant supervisory experience required to:
  - (i) manage a team of employees (normally less than 6 employees) - supervising and training employees; and
  - (ii) be accountable for completion of work to agreed standard; and/or
  - (iii) solve technical problems of some complexity; and
  - (iv) document and communicate technical data and information to employees and/or the public.
- (c) Fulfil the requirements for progression to Level 8 based on the assessment and appeals processes agreed between the parties.

### 13. Anti-Discrimination

- 13.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 13.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award that, by its terms or operation, has a direct or indirect discriminatory effect.
- 13.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 13.4 Nothing in this clause is to be taken to affect:



- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of 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.
- 13.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 13.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 13.7 Section 56(d) of the Anti-Discrimination Act 1977 provides:
- "Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

#### **14. Sick Leave to Care for a Family Member**

- 14.1 The provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 with respect to Sick Leave to Care for a Family Member will apply to employees covered by this Award.

#### **15. Savings and Rights**

- 15.1 No employee shall suffer a reduction in his or her rate of pay loss of or diminution of his or her conditions or employment as a consequence of the making of this Award.
- 15.2 Should there be a variation to the Crown Employees (Skilled Trades) Award, the Crown Employees Wages Staff (Rates of Pay) Award 2016 or the Crown Employees (Parks and Gardens - Horticulture And Rangers Staff) Reviewed Award 2016 or any Award replacing those Awards, the employees covered by this Award will maintain the same rates of pay relationship to the classification covered by the Crown Employees (Skilled Trades) Award or the Crown Employees (Parks And Gardens - Horticulture and Rangers Staff) Reviewed Award 2016 either by an application for variation, or the making of a new Award.

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

- 16.1 This Award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (Centennial Park And Moore Park Trust Building And Mechanical Services Staff) Award 2012 published 28 March 2012 ( 373 IG 497), as varied.
- 16.2 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359), take effect on and from 2 August 2016.
- 16.3 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**

Building and Mechanical Services Officer	2.5% increase effective from the first full pay period on or after 01.07.16 \$ Per Annum
Level 5 Year 1	59,693
Level 5 Year 2	61,292
Level 6 Year 1	63,009
Level 6 Year 2	64,755
Level 7 Year 1	66,593
Level 7 Year 2	68,582
Level 8 Year 1	70,752
Level 8 Year 2	73,635

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description	From the first full pay period on or after 01.07.16 \$ Per Hour
1	7.3.1	Chokage	1.21
2	7.3.2	Plumber and Drainer when required to act on:	
		- plumbers licence	1.26
		- as fitters licence	1.26
		- drainers licence	1.26
3	7.3.2	- plumbers and gasfitters licence	1.68
		- plumbers and drainers licence	1.68
		- gasfitters and drainers licence	1.68
4	7.3.2	Plumbers, gasfitters and drainers licence	2.31
5	7.3.2	Registration allowance	0.96

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 00007482 of 2016)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD**

**1. Arrangement**

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

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

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

## 2. Title

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

## 3. Definitions

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

"Act" means the Government Sector Employment Act 2013, or its replacement.

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

"Award" means this Award.

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

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

"Division Head" means the Secretary of the Department of Justice

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

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

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

"Regulation" means the Government Sector Employment Regulations 2014, or its replacement.

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

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

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

## 4. Conditions Fixed By Other Instruments of Employment

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

Crown Employees (Public Service Conditions of Employment) Award 2009

Crown Employees (Transferred Employees Compensation) Award 2009

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

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

### **5. Ranking Structure**

(i) Custodial Officers:

Senior Correctional Officer

First Class Correctional Officer 2nd year and thereafter

First Class Correctional Officer 1st year

Correctional Officer 2nd year and thereafter

Correctional Officer 1st year

Probationary Correctional Officer

(ii) Industrial Officers:

Senior Overseer

Overseer 2nd year and thereafter

Overseer 1st year

### **6. Salaries**

(i) Salaries payable to officers covered by this Award shall be in accordance with the Crown Employees (Public Sector – Salaries 5 2016 Award or an Award replacing it.

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

environmental allowance

special duties allowance

clothing and laundry allowances (except for hosiery)

### **7. Allowances**

The following allowances are payable subject to the conditions attached:

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

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

## (b) Correctional Officer

	Per annum effective first pay period commencing on or after 1 July 2016 \$
Probationary	981
1st year	1,473
2nd year and thereafter	1,969
1st Class - 1 <sup>st</sup> year	2,943
1st Class - 2nd year and thereafter	2,943
Senior Correctional Officer	4,905

## (c) Industries and Maintenance

Overseer	2,943
Senior Overseer	4,905

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

## (ii)

Meals – in general Correctional Officers are not entitled to meal monies except as provided for in clause 5 of Schedule B

- (iii) Mobile Work Camps - an amount of \$127 per day in addition to a normal shift payment at single time is payable to an officer rostered on a mobile work camp. This is an all incidence allowance to compensate for all out of hours activities for the remaining 16 hours each day for, among other things, acquisition of additional skills for training purposes, imparting skills to inmates, responsibilities for the security of equipment on a 24 hour basis, absence from their families and disabilities for being exposed to the elements.
- (iv) Hosiery allowance - an amount of \$120 per annum is paid to female Correctional Officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing).
- (v) Should there be a variation to the Crown Employees (Public Sector - Salaries 2015) Award, or an award replacing it, during the term of this Award, by way of salary increase or other benefit to the public service, this Award shall be varied to give effect to any such salary increase, or other benefit, from the operative date of the variation of the former Award or replacement award.

### 8. Progression and Promotion

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

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

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

Value, quality and scope of work performed shall include:

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

### 9. Increments

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

### 10. Hours of Work

- (i) The ordinary hours of work for day workers shall be 38 hours per week averaged over a 28-day roster cycle, to be worked Monday to Friday inclusive, provided that by agreement between the parties ordinary hours up to a maximum of twelve (12) hours per day may be worked without the payment of overtime. Meal allowances are not applicable.
- (ii) The ordinary hours of work for shift workers shall be 38 hours per week averaged over a 28-day roster cycle, provided that shifts of up to twelve (12) hours may be worked without the payment of overtime. Meal allowances are not applicable.
- (iii) Time taken in partaking of meals shall not count towards working time, unless such meal is taken as a crib break.

- (iv) A crib break is an entitlement to a paid break of 20 minutes to be taken between the 3rd and 5th hour after the commencement of a shift. The break is to be taken away from the direct work location wherever possible (but still within the correctional centre or work location but away from inmates) with officers being available to respond to any situation should they be required during the 20 minute break.
- (v) If a crib break referred to in subclause (iv) is not able to be taken, a Crib Break Penalty may be applicable as set out in Clause 5 of Schedule B of this Award.
- (vi) During the Daylight Saving changeover, an officer working a rostered shift will receive payment for a standard shift i.e. 8 hours plus shift allowance irrespective of whether the hours actually on duty are 7 or 9. However, if an officer is working an overtime shift, the officer is paid the actual hours worked i.e. either 7 or 9 hours.

### **11. Shiftwork**

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

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

### **12. Rostered Days Off**

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

### **13. Shift Handover**

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



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

#### 14. Payment of Salary

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

#### 15. Overtime

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

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

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

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

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

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

#### **17. Annual Leave Loading**

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

#### **18. Allowance for Temporary Assignment**

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

#### **19. Permanent Part-Time**

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

#### **20. Technological Change**

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

### **21. Performance Management**

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

### **22. Work Health and Safety**

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

### **23. Dispute Resolution Procedures**

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

### **24. Professional Conduct**

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

### **25. Equity of Employment**

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

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

## **26. Harassment Free Workplace**

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

## **27. Anti-Discrimination**

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

- (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Notes:

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

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

### **28. Deduction of Association Membership and Legal Fund Fees**

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

### **29. Savings of Rights**

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

### **30. No Further Claims**

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

### **31. General**

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

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

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

- (ii) This award is made following a review under Section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (Correctional Officers Department of Attorney General and Justice – Corrective Services NSW) Award published 10 August 2012 (373 I.G. 1166).

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 2 August 2016.

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

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

## SCHEDULE A

### Agreed Procedures for Settlement of Grievances and Disputes

#### 1. Objectives

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

## 2. Definitions

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

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

## 3. Procedure in Local Issues

- 3.1 The sub-branch Executive shall immediately notify the General Manager of the existence of any industrial dispute or of any resolution passed at a meeting of members of a sub-branch and which may give rise to an industrial dispute.
- 3.2 The General Manager, as the person responsible for the day-to-day running of the workplace, shall endeavour to resolve the matter in discussion with the sub-branch Executive or in the case of the Long Bay Correctional Complex with an official of the sub-branch and a local workplace delegate.
- 3.3 If any industrial dispute cannot be resolved at this level the matter shall be referred to next appropriate higher level of management who shall attempt to resolve the matter.
- 3.4 That manager shall advise the next most appropriate higher level of management immediately of any matter which is likely to lead to an industrial dispute or which affects the conditions of employment of Correctional Officers and which has not been resolved in the procedures in sub clause 3.2 and 3.3, who shall immediately seek to resolve the matter.
- 3.5 Where the procedures of sub clause 3.2, 3.3 and 3.4 do not lead to resolution of the industrial dispute, the State Executive shall be advised accordingly by the sub-branch Executive. The State Executive shall consider the matter promptly and, after discussion if necessary with the sub-branch Executive, shall refer the same to the Association.

- 3.6 The Association and CSNSW shall each immediately notify the other of any industrial dispute which is referred to either of them and shall take prompt steps seeking to resolve the dispute by consultation.
- 3.7 If the Association and CSNSW are unable to resolve the dispute it shall be immediately notified by one of the parties, pursuant to the *Industrial Relations Act 1996*, to be dealt with in accordance with the *Industrial Relations Act 1996*.

#### 4. Procedure in State-Wide Issues

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

#### 5. General Procedures

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



- 5.6.4 If there is continuing disagreement between the Association and CSNSW with regard to any such proposed change or innovation notification of the dispute shall be given pursuant to the *Industrial Relations Act 1996*. The proposed change or innovation shall not be implemented by CSNSW until the matter has been referred to and dealt with by the Industrial Relations Commission.
- 5.6.5 There is no expectation that matters which are clearly within the prerogative of management will be decided by that Commission nor that it would substitute its view for that of management but it is anticipated that the Industrial Relations Commission could consider taking action where the issue clearly called for its involvement.
- 5.6.6 CSNSW reserves the right to implement a change before completion of the agreed procedures if there be special circumstances which make the postponement of the change unreasonable.
- 5.6.7 No party shall be prejudiced as to the final settlement by action in conformity with the agreed procedures.
- 5.7 While the agreed procedures are being pursued, work shall proceed without interruption and in accordance with the instructions of the General Manager.
- 5.8 Nothing in the agreed procedures is intended to limit the right of any party from at any stage referring the matter pursuant to the *Industrial Relations Act 1996*.

## **6. Safety and Security**

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

## **SCHEDULE B**

### **MEMORANDUM OF UNDERSTANDING FOR CORRECTIONAL OFFICERS, DEPARTMENT OF JUSTICE - CORRECTIVE SERVICES NSW**

This Memorandum of Understanding:

- (i) Regulates the conditions of service of Correctional Officers, as defined in the Crown Employees (Correctional Officers, Department of Justice - Corrective Services NSW) Award, other than those conditions of service reflected in the aforementioned Award.
- (ii) Is complementary to the Award and covers issues excluded, in whole or part, from the Award, but that still pertain to certain aspects of conditions of employment.

- (iii) Reflects the agreed position between the Division Head or delegate and the General Secretary of the Public Service Association of NSW.
- (iv) Provides a framework for consultation between CSNSW and the Association to monitor progress on issues and changes.

#### Intent

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

#### Key Initiatives of the Award and Memorandum of Understanding

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

- a continued commitment to Area and Case Management and the development of a professional correctional service;
- to introduce an incidental allowance for Correctional Officers to compensate for additional responsibilities;
- to provide appropriate training and career development opportunities for Correctional Officers;
- introduction of cyclic rostering subject to a successful trial and subsequent agreement between the parties;
- cessation of entitlement to rations;
- contracting out of the purchasing function of the inmate buy ups;
- to introduce a performance management system;
- reduction in the number of roles as agreed by the parties;
- restructuring of roles within Corrective Services Industries covered by this Award;
- joint participation in the Custodial Workplace Committee (CWC) to undertake a review to promote work safety, staff welfare, mental and physical health promotion and support;
- to encourage the orderly and amicable settling of differences;
- to promote a workplace that is free from prejudice, discrimination and harassment.

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

#### **1. Family Day**

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

## 2. Skills and Career Development

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

## 3. Transfers

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

## 4. Consultative Mechanisms

The parties are prepared to discuss all matters raised which are designed to increase flexibility and enhance the smooth running of CSNSW's operations. A consultative committee will be established consisting of management, Association and POVB representatives. This committee will meet on a regular basis to discuss

any matter relevant to the operation of this Award or Memorandum of Understanding or any other matter considered relevant to the maintenance and improvement of employee relations between the parties during the terms of this Award and Memorandum of Understanding, and thereafter.

### 5. Meal Allowances

Meal monies - generally

- (i) Correctional Officers are not generally entitled to payment of meal monies other than for the exceptions listed in subclause (iii) – (vii)
- (ii) Correctional Officers employed in the following units within Security and Investigations - Court Escort and Security Unit (CESU), Statewide Emergency Unit, K9 Unit – have areas of responsibility and when operating within those areas they are considered to be performing normal duties. Officers are required as part of their normal duties to travel to other locations and are supplied with a CSNSW vehicle to undertake the travel. In the case of the K9 unit, officers are supplied with a CSNSW vehicle to ensure that they are able to respond directly from their residences. Meal allowances are generally not payable other than for the exceptions listed in subclauses (iii) to (vii)
- (iii) An allowance at the rate equivalent to the Dinner rate for overtime under the Conditions Award is payable to officers working double shifts as per approval from the then Public Service Board in 1979.
- (iv) An allowance at the rate equivalent to the Breakfast rate for overtime under Conditions Award is payable to officers who are called for duty on overtime at least 1 hour before their rostered starting time and who are required to commence this overtime at or before 6.00 am.
- (v) An allowance at the rate equivalent to the Dinner rate for overtime under the Conditions Award is payable to officers who are required to work a minimum of 1½ hours overtime at the end of their rostered shift and such overtime continues beyond 6.00 pm as per approval from the then Public Service Board in 1980.

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

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

For the purposes of this clause:

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

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

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

### **6. Operational Agreements**

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

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

J. D. STANTON, Commissioner

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**CROWN EMPLOYEES (DEPARTMENT OF FINANCE, SERVICES  
AND INNOVATION – SAFEWORK NSW INSPECTORS 2007) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Finance, Services and Innovation.

(Case No. 2016/00249055)

Before Commissioner Tabbaa

1 September 2016

**VARIATION**

1. Delete subclause 7.1 of clause 7, Flexible Working Hours of the award published 15 January 2016 (378 I.G. 989) and insert in lieu thereof the following:
  - 7.1 The Department of Finance, Services and Innovation Flexible Working Hours Agreement 2016 or its replacement will apply to all Inspectors working under this award.
2. This variation shall take effect on and from 30 June 2016.

I. TABBAA, Commissioner

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(1918)

SERIAL C8658

**CROWN EMPLOYEES (DEPARTMENT OF FINANCE, SERVICES  
AND INNOVATION - WASTE ASSETS MANAGEMENT  
CORPORATION) OPERATIONS AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Finance, Services and Innovation.

(Case No. 2016/00270106)

Before Commissioner Murphy

29 September 2016

**AWARD**

**Arrangement**

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties to the award
4.	Classifications and Salaries
5.	Savings of Rights
6.	Terms of employment
7.	Conditions of employment
8.	Categories of employment
9.	Hours of employment
10.	Start and finish times
11.	Afternoon and night shift work
12.	Meal times
13.	Payment of wages
14.	Public holidays
15.	Overtime
16.	Time off in lieu of payment for overtime
17.	Saturday and Sunday work
18.	Recall
19.	On-call (standby)
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22.	Allowance payable for use of private motor vehicle
23.	Compensation for loss or damage to private property
24.	Absence from work
25.	Drivers licence
26.	Anti-discrimination
27.	General induction program
28.	Safety induction training
29.	Code of ethics and conduct
30.	Workplace health, safety and environment commitment
31.	Transfer to available work
32.	Closedown provisions
33.	Grievance and Dispute handling procedures
34.	Consultation
35.	No extra claims

36. Area, Incidence and Duration

**PART B**

**MONETARY RATES**

Table 1 - Rates of Pay Landfills

Table 2 - Rates of Pay WAMC Engineering Trades

Table 3 - Allowances

**PART A**

**1. Title**

This award shall be known as the Crown Employees (Department of Finance, Services and Innovation - Waste Assets Management Corporation) Operations Award 2016.

**2. Definitions**

"Accident Pay" means a weekly amount equal to the difference between workers' compensation payments and the staff member's normal rate of pay.

"Act" means the Waste Recycling and Processing Corporation (Authorised Transaction) Act 2010.

"AMWU" means the Australian Manufacturing Workers' Union

"Casual employee" means an employee not engaged as a weekly employee.

"Casual rate" means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of Waste Assets Management Corporation for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

"Corporation" means Waste Assets Management Corporation, as established under the Act.

"Employer" means the Department of Finance, Services and Innovation, Waste Assets Management Corporation.

"Full day" means the standard full-time contract hours for the day, i.e., seven (7) or eight (8) hours depending on the classification of the staff member, or up to 9.5 hours per day, if agreement reached in accordance with Clause 9 - Hours of Employment.

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

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

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

"Official business rate" means the appropriate rate of allowance payable for the use of a private motor vehicle where no other transport is available and such use is directed by WAMC and agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

"Overtime" means as defined in the Overtime Clause 17 in this award.

"Part-time Employee" means an employee whose agreed hours are less than full-time hours.

"TWU" means the Transport Workers' Union of Australia.



"Waste Disposal Site" means any site where liquid and/or solid waste is either permanently deposited or converted to an alternative use for recycling and shall include incinerators and/or other means of destruction.

### **3. Parties to the Award**

The parties to this award are the Secretary of the Treasury, Department of Finance, Services and Innovation, the Transport Workers' Union and the Australian Manufacturing Workers' Union and all employees who are employed in the classifications detailed in Table 1 and Table 2 of Part B, Monetary Rates of this award.

### **4. Classification and Salaries**

The classifications and salary rates are set out in Table 1 and Table 2 of Part B, Monetary Rates of this award.

### **5. Savings of Rights**

At the time of making 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.

### **6. Terms of Employment**

- 6.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award, provided that such duties are not designed to promote de-skilling.
- 6.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
- 6.3 Any direction issued by an employer pursuant to paragraphs (a) and (b) hereof shall be consistent with WAMC's responsibilities to provide a safe and healthy working environment.

### **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, the Government Sector Employment Rules 2014, the Crown Employees (Public Service of Conditions of Employment) Reviewed Award 2009, as reviewed or any award replacing this award.

### **8. Categories of Employment**

In consideration of the employment mix required to meet WAMC's operational requirements and client expectations, WAMC may make available the following employment categories.

- (a) Full-Time Employees I Weekly Hire
  - (i) A full-time day employee is an employee who works 38 ordinary hours per week, usually in the form of 7.6 hour days Monday to Friday.
  - (ii) A full-time employee who works on Saturday, Sunday and public holidays will be paid penalty rates in accordance with Clause 16, Public Holidays, and Clause 19, Saturday and Sunday Work, in this award.
  - (iii) A full-time employee who works overtime will be paid in accordance with Clause 17, Overtime in this Award.
- (b) Part-Time Employees

- (i) WAMC may engage part-time employees to work in accordance with an agreed pattern on any seven days of the week at the appropriate rate of pay for the day worked.
  - (ii) A part-time employee is entitled to the pro-rata benefits prescribed by this Award.
  - (iii) The employment of a part-time employee shall be confirmed in writing and the letter shall state the days and times upon which the part-time employee is required to work. The agreed days and times may be altered by agreement between the employee and WAMC, or in the absence of such agreement by the giving of no less than two (2) weeks' notice. This notice period may be changed by mutual agreement. Such alterations will be recorded in writing.
  - (iv) For any hours worked by a Part-Time Employee in addition to those specified in subclause (b) (iii) above, the following shall apply:
    - (1) If the additional hours are on a day that the Part Time Employee was required to work, the additional hours shall be paid at ordinary rates up to a total of 7.6 hours on the day, then at the appropriate overtime rate applicable to a full time employee. Any hours paid at ordinary time rate of pay will be included for the purposes of accruing leave entitlements.
    - (2) If the additional hours are worked on a day that is not one of the agreed days, the additional hours shall be paid at the rate applicable to a full time employee for those hours plus the casual loading specified in Clause 7(d)(i)(1). These hours will not be included for the purposes of accruing leave entitlements due to the loading being paid.
    - (3) The ordinary hours of employment for part time employees for the combined hours worked pursuant to (b) (iv) (1) and (b) (iv) (2) above shall not exceed 38 hours. The application of overtime rates shall be pursuant to clause 17 and clause 19 of this Award.
- (c) Job Share Arrangements
- (i) Job Share is a voluntary arrangement in which one job is shared amongst employees.
  - (ii) Employees may job share under this Award where WAMC approves it.
  - (iii) Job Share arrangements are required to be documented and agreed between the employees and WAMC.
  - (iv) Job Sharers perform the role of one job and the workload and performance expectations should be similar to what would be expected if one employee were performing the job.
- (d) Casuals
- (i) Rates
    - (1) Casuals shall be paid at the rate prescribed for the appropriate classification in Tables 1-3 in this Award, and in addition thereto 20 percent of such rate. This is calculated as follows:

A casual employee working ordinary time shall be paid 1/38th of the appropriate weekly wage per hour plus a loading of 20%. This additional loading is deemed to include all amounts payable under the Annual Holidays Act, 1944, for annual leave. Casuals are not entitled to any paid leave or payment for public holidays except in accordance with the Public Holidays Clause 18(ii) in this Award. This additional loading forms part of the casual rate for all hours worked, whether ordinary time or at prescribed penalty rates.
    - (2) For all time worked in a day in excess of 7.6 hours, the overtime penalty rates prescribed in the Overtime Clause 19 in this Award shall be payable on the casual rate.

- (ii) Where ordinary hours of work for casual employees are 38 hours per week, the normal start times will be advised to employees by end of the previous shift.
- (e) Conversion of Casual Employment
- (i) A casual employee who has been engaged by WAMC on a regular and systematic basis for a sequence of periods of employment under this award during a period of 6 months has the right to elect to have their contract of employment converted to full-time or part-time employment.
  - (ii) WAMC must give a casual employee notice in writing of the provisions of Clause 9(e) (i) within four (4) weeks of the right to elect accruing.
  - (iii) The employee retains their right of election under the clause even if WAMC fails to comply with Clause (ii).
  - (iv) A casual employee who does not, within four (4) weeks of receiving written notice, elect to convert their contract of employment to full-time or part-time employment will be deemed to have elected not to convert.
  - (v) Any casual employee having rights under this clause upon receiving notice under Clause (ii), or after the expiry of the time for giving such notice, may give four (4) weeks' notice in writing to WAMC that they elect to convert their contract of employment to full-time or part-time employment. Within four (4) weeks of receiving such notice WAMC must either consent to or refuse the election but must not unreasonably so refuse.
  - (vi) An employee who has worked on a full-time basis throughout the periods of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on part-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to part-time employment, working the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between WAMC and the employee.
  - (vii) Subject to Clause (vi) where a casual employee has elected to convert to full-time or part-time employment, WAMC and the employee must discuss and agree upon:
    - (1) whether the employee will become a full-time or a part-time employee and 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 as provided for in Clause 7(b) (i).
    - (2) A casual employee who has elected to convert to full-time or part-time employment in accordance with this clause may only revert to casual employment by written agreement with WAMC.
- (f) Fixed Term/Task/Contract Employees

In the event that an operational requirement is identified, fixed term employees may be considered. This may include operational requirements due to the following reasons which may include but not be limited to special events, abnormal circumstances and identified long term employee absences which required additional coverage, the company may employ a person on a full-time or part-time basis on a fixed term contract to cover that period of time.

## **9. Hours of Employment**

- 9.1 Subject to subclauses 9.3 and 9.4 and the Afternoon and Night Shift Clause 11.1(b) of this award, the ordinary hours of work for all employees shall not exceed 8 hours per day or 38 hours per week to be worked within a work cycle not exceeding 28 consecutive days. Where there is agreement between WAMC, the majority of affected employees and the union, the ordinary hours of work may be up to 9.5 hours per day. Where a change in roster is proposed WAMC will consult with the affected employee

and the Union. Such hours shall be worked between the hours of midnight Sunday and midnight Friday, inclusive.

- 9.2 The suitability of the application of RDOs and flexible rosters will be site specific and based on the following considerations:
- (a) The operational requirements of the business;
  - (b) The commercial requirements of the business;
  - (c) The circumstances of affected employees.
- 9.3 An employee who works ordinary hours on a Saturday and/or Sunday must have two (2) consecutive days off (unless they are worked as overtime).
- 9.4 Employees who are wholly engaged at a landfill may:
- (a) work ordinary hours on a Saturday and shall be paid an additional 50% of the rates prescribed for their respective classifications for the ordinary hours worked on that day; and/or
  - (b) agree to work ordinary hours on Sunday and shall be paid an additional 100% of the rates prescribed for their respective classifications for the ordinary hours worked on that day.

NOTE: Employees do not have to work Sunday as an ordinary day but should an employee agree to this change, it will form part of that employee's contract of employment.

WAMC shall, within the limits of the hours above prescribed, have the right to fix the starting and ceasing times of its employees, which shall be posted in a conspicuous place in the lunch room, but such times shall not be altered unless the employees so affected are given seven (7) days' prior notice of such alteration; provided that in special circumstances, WAMC may, upon giving to the employees a minimum of twelve hours' notice, alter the commencing times of employees.

## **10. Start and Finish Times**

- 10.1 Within the limits prescribed in this clause, each employee shall be in attendance at the workplace or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed.
- 10.2 Working in ordinary working hours shall be deemed to have finished, for those employees in attendance, when the ordinary hours as applied in accordance with Clause 9, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.
- 10.3 Different starting times within the span of ordinary hours may apply to different groups of employees in a workplace.
- 10.4 Any employee who is not in attendance at the workplace or other agreed starting place ready to commence work at the fixed starting time or who fails to attend for their ordinary hours of work shall be paid only for the actual hours worked.
- 10.5 WAMC may only alter the time and place fixed in accordance with this clause, by notice posted for seven (7) days at the workplace or other agreed starting place, provided that the start time may be changed where it is necessary for reasons beyond WAMC's control, by notification before the end of the previous day's work or with 24 hours' notice where work has not been performed the previous day.
- 10.6 Time spent by employees washing up shall not count as time worked after the completion of work.

## **11. Afternoon and Night Shift Work**

- 11.1 For the purposes of this clause:

- (a) "Afternoon shift" shall refer to the rostered ordinary hours of an employee where such hours commence in the period from 4:00pm to midnight inclusive on any Monday to Sunday.
  - (b) "Night shift" shall refer to the rostered ordinary hours of an employee where such hours commence in the period from midnight to 4:00am inclusive on any Monday to Sunday.
- 11.2 Employees who perform work on an afternoon shift from Monday to Friday (inclusive) shall be paid a loading of 20% in addition to their ordinary rate of pay.
- 11.3 Employees who perform work on a night shift from Monday to Friday (inclusive) shall be paid a loading of 30% in addition to their ordinary rate of pay.
- 11.4 Notwithstanding anything contained in this clause, a night shift shall be paid at the rate applicable to the day on which the majority of the ordinary hours are worked.
- 11.5 Notwithstanding anything contained in this clause, employees may only work ordinary hours on a Saturday or Sunday in the circumstances and subject to the conditions prescribed by subclauses 9.3, 9.4 and 9.5 of the Hours of employment clause in this award.
- 11.6 Notwithstanding anything contained in this clause, employees who work afternoon or night shift on a Saturday or Sunday will not be entitled to any shift loading, but will be paid at the rates for Saturday and Sunday work.

## 12. Meal Times

Employees shall be allowed a break for a meal each day of not more than one (1) hour's duration which shall be taken, as far as practicable, within a period of five (5) hours of commencing work; provided that such arrangement may be altered by agreement between WAMC and the employees

## 13. Payment of Wages

- 13.1 The official pay day will be Wednesday.
- 13.2 The processing of wages shall be as follows:

Wages shall be paid weekly by electronic funds transfer. Wages shall be generated for disbursement on the Monday (except where a public holiday falls on the Monday in which case processing will be deferred until the Tuesday), and will include payment for all approved hours worked by employees for the previous week, Monday to Sunday inclusive, as recorded in the Mitrefinch system.

- 13.3 No employee should have the pay day changed unless given at least seven (7) days' notice.

## 14. Public Holidays

- 14.1 The days upon which the following holidays are observed shall be holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day (or Labour Day), Christmas Day (25th December) and Boxing Day, together with any other days or half days which may be proclaimed as gazetted holidays.
- (a) Weekly Employees - All work performed on any of the abovementioned days (except Christmas Day and Good Friday) shall be paid at the ordinary rate of pay for a rostered working day multiplied by two and one-half (2½) with a minimum payment as for 7 hours 36 minutes. For all work performed on Christmas Day and Good Friday, the ordinary rate of pay for a rostered working day multiplied by three shall be paid with a minimum payment as for 7 hours 36 minutes work.
  - (b) Casual Employees - For all time worked by casual employees on a public holiday, except Christmas Day and Good Friday, a casual employee shall be paid the ordinary casual rate of pay

multiplied by two and one-half (2½) with a minimum payment as for 7 hours, 36 minutes, and for all time worked by casual employees on Christmas Day and Good Friday, a casual employee shall be paid the ordinary rate of pay multiplied by three with a minimum payment as for 7 hours, 36 minutes.

- 14.2 In any week during which a holiday is observed on any day Monday to Friday inclusive, the ordinary working time of such week shall be reduced by eight (8) hours for each holiday occurring.
- 14.3 No deduction of wages shall be made from the wages of a weekly employee who is not required to work on a holiday, provided that an employee who is required to work on a public holiday and who fails to report for duty shall not be paid for that holiday unless such employee is absent from work with reasonable excuse.
- (NOTE: Due to the nature of the industry having regard to public health, employees are normally required to work on public holidays.)
- 14.4 For the purposes of this Award, 'Christmas Day' shall be 25 December in each year.
- 14.5 Weekly Employees - The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate prescribed by the Rates of Pay Clause 11 in this Award for the employee concerned by 38.
- 14.6 Casual Employees - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay using a divisor of 38 to calculate the base hourly rate of pay.

## 15. Overtime

- 15.1 All time worked in excess of or outside the ordinary shift shall be overtime and shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter until the employee ceases duty or the ordinary starting time is reached, whichever first occurs.
- 15.2 When an employee is called upon to work overtime on a week day and works 2 or more hours of such overtime, such employee shall be supplied by WAMC with a suitable meal or be paid the sum specified in Table 3 of this Award in lieu thereof. Thereafter for every further four (4) hours of overtime worked a further meal shall be provided or a further meal allowance paid in lieu thereof.
- 15.3 When an employee is called upon to work overtime on weekends, a meal allowance will be paid after the first two hours of work and then after a further 4 hours continuous work. The maximum number of meal allowances that are payable on any weekend day is two per day.
- 15.4 An employee may be directed by WAMC to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
  - (b) any risk to employee health and safety;
  - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
  - (d) the notice (if any) given by WAMC regarding the working of the overtime, and by the employee of their intention to refuse overtime; and
  - (e) any other relevant matter,
- 15.5 Payment for overtime shall be made only where the employee works authorised. (i.e. approved or directed) overtime.

- 15.6 Weekly Employees - The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate prescribed by the Rates of Pay Clause 11 In this Award for the employee concerned by 38.

#### **16. Time Off in Lieu of Payment for Overtime**

- 16.1 An employee may elect, with the consent of WAMC, to take time off in lieu of payment for overtime at a time or times agreed with WAMC within twelve (12) months of the said election.
- 16.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 16.3 If, having elected to take time as leave in accordance with paragraph (a) above, and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- 16.4 Where no election is made in accordance with paragraph (a), the employee shall be paid overtime rates in accordance with the Award.
- 16.5 Time off in lieu shall be taken at a time mutually suitable to WAMC and the employee.

#### **17. Saturday and Sunday Work**

- 17.1 An employee required to work on a Saturday, where it is not worked as an ordinary day, shall be paid at the rate of time and one-half for the first two (2) hours and double time thereafter for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether the employee works for that period of time or not.
- 17.2 An employee who is required to commence work on a Saturday at 12 noon or thereafter, other than an employee working an ordinary shift, shall be paid at double time for all time worked in lieu of the rate prescribed In paragraph (a) of this subclause,
- 17.3 An employee required to work on a Sunday, other than an employee who has agreed to work Sunday as an ordinary day, shall be paid at the rate of double time for all time worked, with a minimum payment as for four (4) hours' work at the appropriate 'rate of pay, whether the employee works for that period of time or not.
- 17.4 For all work performed on Easter Sunday, the rate of double time and one-half shall be paid with a minimum payment as for four (4) hours, provided that such work continues until the employee is released from duty by WAMC.
- 17.5 The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate of pay prescribed in Tables 1 and 2.

#### **18. Recall**

- 18.1 An employee recalled to work overtime after leaving WAMC's business premises shall be paid for a minimum of four (4) hours' work at the appropriate rate for each time the employee is so recalled; provided that, any subsequent call-backs occurring within a four hour period shall not attract any additional payment, provided further that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four (4) hours if the job the employee was recalled to perform is completed within a shorter period.
- 18.2 This subclause shall not apply in cases where it is customary for an employee to return to WAMC's premises to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

**19. On Call (Stand-By)**

When an employee is directed to be on call or on stand-by for a possible recall to duty, payment of an on call allowance shall be made in accordance with Table 3 Allowances.

**20. Mixed Functions**

- 20.1 Where an employee is called upon in any day to do any work for which a higher rate of pay is payable than the employee's ordinary rate of pay:
- (i) where the time worked is less than 4 hours, the employee will be paid the higher rate for the time worked; and
  - (ii) where the time worked is 4 hours or more, the employee will be paid the higher rate for the whole day
- 20.2 When an employee is called upon to do any work for which a lower rate of pay is so prescribed, such employee shall suffer no reduction in pay during such period.

**21. First Aid Allowance and Emergency Transportation**

- 21.1 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 Table 3 in this award.
- 21.2 The First Aid Allowance shall not be paid during long service leave or any other continuous period of leave, which exceeds four weeks.
- 21.3 When the First Aid Officer is absent on leave for one (1) week or more and another qualified employee is selected to relieve in the First Aid Officer's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 21.4 In the event of any serious accident happening to any employee or casual employee whilst on duty at no cost to the employee, WAMC shall provide appropriate emergency transport facilities to the nearest hospital or doctor.

**22. Allowance. Payable for Use of Private Motor Vehicle**

An employee who, with the approval of the WAMC, uses a private motor vehicle for work shall be paid an appropriate rate of allowance as provided in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied from time to time.

**23. Compensation for Loss or Damage to Private Property**

- 23.1 If damage or loss of the employee's private property occurs during the course of employment and a Workers compensation claim is rejected, WAMC may compensate an employee for damage or loss to private property.
- 23.2 For the purpose of this subclause, personal property means an employee's clothes, spectacles, hearing aid, and tools of trade or similar items which are ordinarily required for the performance of the employee's duties.

**24. Absence from Work**

- 24.1 An employee must not be absent from work unless reasonable cause is shown.
- 24.2 If a satisfactory explanation for the absence is not provided, the employee will be regarded as absent from duty without authorised leave and WAMC shall deduct from the pay of the employee the amount equivalent to the period of the absence.



- 24.3 The minimum period of leave available to be granted shall be a quarter day, unless agreed between the employee and WAMC to allow for a lesser period to be taken.
- 24.4 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.
- 24.5 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.

### **25. Driver's Licence**

Where an employee's role requires them to hold a current licence, the following shall apply:

- (a) Upon request, the employee will produce a copy of the licence to WAMC.
- (b) Employees must immediately notify WAMC of any situation which may result, or has resulted, in a variation, suspension or cancellation of their licence.
- (c) Where an employee is unable to meet the requirements of their classification, through the suspension or cancellation of that employee's licence, that employee's services may be terminated.

### **26. Anti-Discrimination**

It is the intention of the parties bound by this award to seek to achieve the objectives of the relevant State and Federal legislation to prevent and eliminate discrimination in the workplace. This includes but is not limited to discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

### **27. General Induction Program**

WAMC conducts a site induction program to familiarise new employees with specific site safety requirements, job and WAMC's requirements and conditions of employment.

### **28. Safety Induction Training**

- 28.1 The purpose of this clause is to:
- (a) ensure that employees are certified as competent to a recognised industry standard.
- (b) encourage the attainment of a transferable skills base in occupational health and safety training for employees.
- 28.2 Employees must complete the training set out in paragraph 30.1) above within two (2) months of the commencement of his or her employment with an employer if the employee has not previously completed the training.
- 28.3 WAMC's obligations under subclauses 30.1 and 30.2 above will not apply to a casual employee unless the engagement has been on a regular and systematic basis for a period of at least two (2) months.
- 28.4 If an employee or prospective employee is required to undergo training pursuant to subclause 30.1 above, either prior to or after commencing employment, WAMC will pay the employee or prospective employee an hourly rate for the actual hours spent in attending the training (excluding travel time). The hourly rate will be determined by dividing the weekly rate applicable for the employee's classification or proposed classification by 38 hours and will not include payment for any overtime or any other penalties including but not limited to allowances, shift allowances or loadings. An employee shall suffer no loss of ordinary time earnings as a result of attendance at training provided pursuant to subclause 30.1 above.

### **29. Code of Ethics and Conduct**

- 29.1 Staff are required to become familiar with the WAMC Code of Ethics and Conduct.
- 29.2 Staff are required to abide by this Code and perform their duties In accordance with the spirit and intent of the Code of Ethics and Conduct.

### **30. Workplace Health, Safety and Environment Commitment**

The Department and its employees are committed to ensuring the highest standards of workplace health and environmental safety for all employees at workplaces. The employer and employees will work together in developing, implementing and maintaining systems of work designed to:

Provide safe and healthy work environments

Promote a safety conscious work culture

Eliminate or minimise hazards

Provide appropriate information, instructions and training for employees

Provide and use appropriate protective clothing

Maintain and care for equipment

Provide and participate in safety programs and initiatives

Report all injuries on the day of occurrence to the immediate Supervisor/Manager

Report all incidents on the day of occurrence to the immediate Supervisor/ Manager

### **31. Transfer to Available Work**

- 31.1 Should there be an oversupply of labour due to completion of contracts, a general downturn of industry, where insufficient work exists, or for any other justifiable reason, WAMC may transfer an employee to another location within the Greater Sydney metropolitan area where there is available work.
- 31.2 The transfer can be for a temporary, fixed or on a permanent basis.
- 31.3 The employee shall be consulted and be provided with an opportunity to discuss with WAMC their specific circumstances. Such consultation shall provide the employee with an opportunity to consider any proposed transfer to available work being offered by WAMC. This consultation is to occur prior to any decision being made by WAMC.
- 31.4 WAMC shall consider any personal circumstances of the employee before implementing a decision resulting from 33.2 above.

### **32. Closedown Provisions**

- 32.1 Where WAMC has a requirement for operational, mechanical, health, safety and/or environment to temporarily close down a site or part of it, the following shall apply:
- (a) WAMC commits to communicate and consult with affected employees and the Union regarding the implementation of a close down. WAMC will advise affected employees as soon as practically possible;
  - (b) WAMC will advise employees and the Union as soon as practical and will not provide less than four (4) weeks' notice;

- (c) WAMC undertakes where an annual close down is required to utilise the resources of the employees on site wherever possible;
- (d) WAMC will transfer employees to alternative sites wherever possible provided that the employees can be utilised at the alternative sites;
- (e) WAMC may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:
  - (1) An employee who has accrued sufficient leave to cover the period of the close down is allowed leave and also paid for that leave at the appropriate wage in accordance with Clause 4; and
  - (2) An employee who has not accrued sufficient leave to cover part or all of the close down is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the closedown; and
  - (3) Any leave taken by an employee as a result of a close down pursuant with this clause also counts as service by the employee with their employer; and
  - (4) WAMC may only close down the enterprise or part of it pursuant with this clause for one or two separate periods in a year; and
  - (5) If WAMC closes down the enterprise or part of it pursuant with this clause in two separate periods, one of the periods must be for a period of at least seven (7) consecutive days, including non-working days; and
  - (6) WAMC and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant with this clause for three separate periods In a year provided that one of the periods is a period of at least seven (7) days, Including nonworking days; and
  - (7) WAMC may close down the enterprise or part of it for a period of at least seven (7) days, including non-working days, and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

32.2 The total combined close down period as outlined in subclauses 32.1(e) (6) and 32.1(e) (7) shall not exceed 10 consecutive annual leave days.

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

- 33.1 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.
- 33.2 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.
- 33.3 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.
- 33.4 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.

- 33.5 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 or delegate.
- 33.6 The Secretary or delegate may refer the matter to the PSIR Branch, NSWIR for consideration.
- 33.7 If the matter remains unresolved, the Secretary or delegate 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.
- 33.8 A staff member, at any stage, may request to be represented by their Union.
- 33.9 The staff member or the Union on their behalf or the Secretary or delegate may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 33.10 The staff member, Union, Department and PSIR Branch, NSWIR shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 33.11 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.

#### **34. Consultation**

- 34.1 Employer to notify
- 34.1.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representative or representatives, if any.
- 34.1.2 Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 34.2 Employer to discuss change
- 34.2.1 The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 34.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt and genuine consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- 34.2.2 The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 34.1.
- 34.2.3 For the purposes of such discussion, the Employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

34.3 Employees affected by workplace change will be managed in accordance with the NSW Government's Managing Excess Employees Policy, as amended from time to time.

### 35. No Extra Claims

35.1 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 14 September 2017 by a party to this Award.

### 36. Area, Incidence and Duration

36.1 This award applies to all staff of the Department of Finance, Services and Innovation attached to the Waste Assets Management Corporation in the classifications listed in Table 1 and Table 2 of Part B, Monetary Rates.

36.2 This award rescinds and replaces the Crown Employees (Department of Finance, Services and Innovation - Waste Assets Management Corporation) Operations Award 2015, published 9 October 2015 (378 I.G. 1) and shall take effect from the beginning of the first pay period to commence on or after 15 September 2016 and remains in force for a period of 12 months' or until varied or rescinded.

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay Landfills**

Employees in the classifications set out below shall be paid in accordance with the wages table below.

Classification - Grade		Weekly rate
Includes those employees engaged in the operations associated with transfer stations.		First Full pay period on or after 15 September 2016
Depot Hand - 1	Litter control, cleaning, pump operation, Litter control, cleaning, pump operation, customer service, traffic control, operator in training, leachate, stormwater wheel wash resource recovery. and general duties	\$1,018.75
Operator - 2	All previous + competent packer & fixed plant operation	\$1,021.71
Operator - 3	All previous + ticketed and assessed to operate: loader / backhoe or excavator less than or equal to a manufacturer's classification of 10 tonnes or a trainee docker or forklift or skid steer or telescopic loader < a manufacturer's classification of 3.5 tonnes or tractor/slasher and associated attachments.	\$1,035.11
Operator - 4	All previous + excavator greater than a manufacturer's classification of 10 tonnes and less than or equal to a manufacturer's classification of 20 tonnes	\$1,050.11
Operator - 5	All previous + Shredder Operator	\$1,071.10
Operator - 6	Ticketed and assessed for dozers up to Caterpillar 09 or equivalent capacity, graders, dump trucks, compactors, rollers, scrapers, excavator greater than a manufacturer's classification of 20 tonnes	\$1,268.84
Operator - 7	All the above + operate dozers equal to or larger than a Caterpillar 010 or equivalent capacity.	\$1,278.79

Weighbridge		
Weighbridge Trainee - 1	Trainee weighbridge, checklist requirements	\$979.56
Weighbridge - 3	Weighbridge Operator, including data entry	\$1,035.12
Weighbridge - 5	Weighbridge operator- additional duties including all of:	\$1,071.10
	ordering, run sheet/data input, site fuel control, training (not including induction training) compliance and data entry, contacting replacement employees.	
Allowances - supervisory allowances subject to operational and commercial requirements		
Leading Hand	Paid when having direct responsibility for over 3 and up to 8 other employees. In order to receive this allowance, any employee required to perform the duties of Leading Hand will be required to be the first point of contact for issues that arise during the working day. The Leading Hand will determine appropriate action or seek advice from a Supervisor or Manager if unclear as to an appropriate action to take.	\$34.98 pw
Assistant Supervisor	Paid when having direct responsibility for over 8 employees. In order to receive this allowance, any employee required to perform the role of Assistant Supervisor will have most (if not all) of the competencies to perform the roles under their supervision and has the relevant licences required to perform this role; or has demonstrated ability to attain these competencies within a defined time. The duties of an Assistant Supervisor include: <ul style="list-style-type: none"> <li>• Provide a first point of contact for issues that arise;</li> <li>• Assist with the delegation of work;</li> <li>• Assist with reporting, incident investigations;</li> <li>• Assist with ensuring adherence to WAMC's customer service standards;</li> <li>• Support the application of safety standards in the work area</li> </ul>	\$69.99 pw
Site Supervisor	Paid at the highest applicable rate for the group of employees that is being supervised and weekly allowance. To receive this allowance, any employee required to perform the duties of Supervisor has all the competencies to perform the roles under their supervision and has the relevant licences required to perform this role. The duties of a Supervisor include but are not limited to: <ul style="list-style-type: none"> <li>• Delegate work on a day-to-day basis;</li> <li>• Carry out tasks such as reporting, incident investigations;</li> <li>• Oversee adherence to WAMC's customer service standards;</li> <li>• Ensure safety standards are applied in the work area;</li> <li>• General administrative functions</li> </ul>	\$174.95 pw

\*All employees are required to perform the duties applicable to their level of work, as well as work of lower classifications from time to time.

Payments:

Over the term of this Award WAMC will pay the applicable Weekly Base Rate from the first full pay period commencing on or after the dates in this schedule based upon employees commitment to implement productivity and operational improvements from the first full pay period commencing on or after the dates in this table.

Productivity and Operational Improvements:

Employees and Management will work together to achieve the following specific targets, without increasing resources;

1. An improvement in Lost Time Injury Frequency Rate (LTIFR) to <10;
2. Improved Resource Recovery;
3. Achieve the targeted compaction rate for the site;
4. Achieve targeted turnaround times of <20 minutes at landfill operations.

Operational Improvements which shall include but are not limited to:-

5. Employees will work with management to implement health and safety programs to avoid lost time. These initiatives will include but are not limited to:
  - a. Verbally report all Injuries on the day of occurrence to the immediate Supervisor / Manager prior to the employee ceasing duty,
  - b. Verbally reporting all incidents on the day of occurrence to the immediate Supervisor /Manager prior to the employee ceasing duty,
  - c. participating in OH&S consultative committees,
  - d. advising treating doctors of WAMC's return to work programs,
  - e. working with management to prepare return to work programs in the event of a lost time incident;
  - f. being available to meet with the supervisor/Manager for injury / incident discussion prior to ceasing duty (except where urgent medical attention is required).
6. Employees will support WAMC's Integrated Management System.
7. Work with management to achieve compaction targets for each landfill. Where applicable utilize new technology to monitor compaction and modify work practices for operating machinery to achieve targeted compaction rates.

**Table 2 - Rates of Pay WAMC Engineering Trades**

WAMC Classification Level	Weekly Rate
Leading Hand Mechanic	\$1,448.42
Mechanic	\$1,448.42
Trades Assistant	\$1,035.32

These rates are all inclusive and cover all allowances and special rates covered in previous agreements and awards, unless otherwise specified in this Award.

**Table 3 Allowances**

Allowances		Weekly amount
Mechanic Supervisor	Responsible for supervising a designated work group, allocating and controlling work and completing necessary administrative tasks.	\$117.54 per week
Tool Maintenance	Supply and maintain a personal toolkit to the level agreed with the supervisor	\$23.51 per week
Meal Allowance	This allowance is paid when a meal allowance is required in accordance with this Award	\$15.27 per meal period
First Aid Allowance	This allowance is paid to nominated employees who are trained and qualified to render first aid.	\$19.29 per week

Explanatory Notes in relation to Tables 1 - 3:

- \* All rates in Tables 1 and 2 incorporate the Disability Allowance and Additional Sick Leave Allowances.

J.V. MURPHY, Commissioner

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**CROWN EMPLOYEES (DEPARTMENT OF JUSTICE (JUVENILE JUSTICE) - 38 HOUR WEEK OPERATIONAL STAFF 2015) REVIEWED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006315)

Before Commissioner Stanton

2 August 2016

**AWARD**

**1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title and Scope
3.	Definitions
4.	Rates of Pay and Allowances
5.	Hours
6.	Hours, Working Arrangements, Leave, Meal Breaks and Overtime - Operational Staff Member (Non-Metropolitan Centres - Detainee Movements and Transport), Operational Staff Member (Court Logistics).
7.	All Incidents Allowance
8.	Shift Workers - Loadings, Penalties, Leave, Rosters and Overtime
9.	Casual Employment
10.	Higher Duties
11.	Settlement of Disputes
12.	Dignity and Respect in the Workplace
13.	Uniforms and Protective Clothing
14.	Right of Entry to Association Officials
15.	Area, Incidence and Duration

PART B

MONETARY RATES

**2. Title and Scope**

- 2.1 This Award shall be known as the Crown Employees (Department of Justice (Juvenile Justice) - 38 Hour Week Operational Staff 2015) Reviewed Award. This Award covers Operational Staff of the Department as defined in Clause 3 of this Award who are employed under the provisions of the Act.
- 2.2 All other relevant conditions of employment not specified in this Award shall be provided in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Personnel Handbook where applicable.

### 3. Definitions

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

"Allocated Youth Officer Handcuff Allowance" means the allowance, as set out in Table 2(b) of Part B of this Award, as payment for carrying handcuffs and has approval for authorising the use of handcuffs in emergency situations only, as set out in the role description of Youth Officer.

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

"Casual Employee" means any employee engaged in terms of Section 43 of the Act.

"Centre" means a Detention Centre as defined by the *Children (Detention Centres) Act 1987*.

"Court Logistics" means the roles located in the Court Logistics, Classifications and Placements and Security Intelligence Branches of the Department.

"Day Worker" means an Operational Staff member, other than a Shift Worker, who works ordinary hours of thirty eight (38) hours per week Monday to Friday inclusive and who commences work on such days at or after 6 am and before 10 am otherwise than as part of a shift system with an allocated day off ie 19 days in each 4 week period.

"Department" means the New South Wales Department Justice (Juvenile Justice).

"Detainee" means a person as defined by the *Children (Detention Centres) Act 1987*.

"Expense Related Payments" means payments in the nature of re-imbusement for reasonable expenses incurred in the performance of official duties and subject to a formal case-by-case claims approval process.

"Non-Metropolitan Centre" means, for the purpose of Clause 6.1 of this Award, the Acmena, Frank Baxter, Orana and Riverina Juvenile Justice centres.

"Operational Staff" means, for the purposes of this Award, the following roles:

- Centre Manager;
- Assistant Manager;
- Assistant Manager Client Services;
- Unit Manager;
- Shift Supervisor/Assistant Unit Manager;
- Youth Officer, Centre;
- Youth Officer, Non Court Based, Court Logistics;
- Youth Officer, Court Based, Court Logistics;
- Court Supervisor, Court Logistics;
- Logistics Officer, Court Logistics;
- Drug Detection Security and Intelligence Officer;
- Vocational Instructor;
- Vocational Instructor (Cook Supervisor)
- Kitchen Support Officer;

"Personnel Handbook" means the Personnel Handbook of the NSW Public Service or its replacement as published on the Public Service Commission website and updated from time to time.

"Shift Worker" means an Operational Staff member who works ordinary rostered hours up to 19 days in a 28 day period, as set out in Clause 5 of this Award.

### 4. Rates of Pay and Allowances

- 4.1 The minimum rates of pay and allowances to be paid to Operational Staff are set out in Tables 1 and 2 of Part B of this Award.
- 4.2 A chokage Allowance shall be paid at the rate as set out in item 1 of Table 2(a) of Part B to Vocational Instructors who are required to assist in clearing sewerage chokages and are required to assist in opening up any soil pipe, waste pipe, drain pipe or pump containing sewerage or who are required to work in a septic tank in operation.
- 4.3 A trade allowance shall be paid at the rate as set out in item 3 of Table 2(a) of Part B to Vocational Instructors who hold a trade qualification relevant to the Vocational Instructor's vocational employment classification, in addition to the rates prescribed.

## 5. Hours

### 5.1

#### (a) Ordinary Hours

- (i) The ordinary hours of work for Shift Workers shall not exceed 152 hours per twenty eight (28) calendar days or an average of 38 hours per week in each roster cycle. Each Shift Worker shall be free from duty for not less than eight (8) full days and an allocated rostered day off in each cycle.
- (ii) The hours of work prescribed in paragraph (a)(i) of this sub-clause shall be arranged to allow variable working hours in each roster cycle of twenty eight (28) days to ensure that each Shift Worker shall work his/her other ordinary hours of work on not more than nineteen (19) days in the cycle.

#### (b) Rostered Day Off Duty

- (i) Time for a rostered day off duty accrues at 0.4 of an hour for each eight hour day or shift.
- (ii) All paid ordinary working time and paid leave count towards accrual of time for the rostered day off duty.
- (iii) An Operational Staff rostered day off duty prescribed in paragraph (a)(ii) of this sub-clause shall be determined by having regard to the operational needs of the Centre. Where practicable the rostered day off duty shall be consecutive with the days off prescribed in paragraph (a)(i) of this sub-clause.
- (iv) Should the operational needs of the Centre require the rostered day off duty to be 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.
- (v) Where an Operational Staff member has accumulated sufficient time to take his/her rostered day off duty prior to entering on annual leave, it shall be allowed to the Operational Staff on the first working day immediately following the period of leave.
- (vi) Where an Operational Staff member has not accumulated sufficient time for a rostered day off duty prior to entering on annual leave, time in credit shall count towards taking the next rostered day off duty falling in roster sequence after the Operational Staff member's return to duty.
- (vii) An Operational Staff member shall be entitled to the next rostered day off duty after returning from a period of worker's compensation leave or extended leave.
- (viii) A rostered day off duty is not re-credited if the Operational Staff member is ill or incapacitated on a rostered day off duty. However sick leave shall not be debited.

- (ix) Upon termination of employment, the Operational Staff member shall be paid for any untaken rostered time off.
- (x) Permanent part-time Operational Staff members, due to the terms of engagement, are paid for all time worked as there is no accrual of time for rostered days off duty.
- (xi) In the case of an Operational Staff member in receipt of an All Incidents Allowance prescribed in Clause 7 of this Award, should the operational needs of a Centre require the rostered day off duty to be changed, another day shall be substituted in the current cycle. Should this not be practicable, rostered days off duty may be accrued to a maximum of five (5) days in any calendar year and be taken in a less active period.

## 5.2 Meal Breaks

- (a) Meal breaks must be given to and taken by Operational Staff members. No Operational Staff shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However where a Operational Staff member is called upon to work for any portion of a rostered unpaid meal break, such time shall be paid for at overtime rates.
- (b) The time taken for an Operational Staff member required by the Department to take a meal or meals with a detainee or detainees shall be considered as ordinary hours of work. All time in such circumstances shall be paid at the applicable rate of the shift and the Department shall provide a meal to the Operational Staff member free of charge, the meal to be of the same or no less than the quality of that provided to the detainee or detainees. In such circumstances the provision of paragraph (a) of this sub-clause shall not apply.
- (c) The provisions of paragraph (b) of this sub-clause shall only apply if an Operational Staff member or a group of Operational Staff take the meal or meals at the allocated meal time for the detainee or detainees and such Operational Staff or group of Operational Staff are physically located with the detainee or detainees and are engaged in the supervision of the detainee or detainees while taking their meal or meals.

## **6. Hours, Working Arrangements, Leave, Meal Breaks and Overtime - Operational Staff Member (Non-Metropolitan Centres - Detainee Movements and Transport), Operational Staff Member (Court Logistics)**

### 6.1 Operational Staff Member (Non-Metropolitan Centres, Detainee Movements and Transport)

Notwithstanding Clause 5 (except clause 5.1(b)) and Clause 8 (excluding 8.1-8.5) of this Award, if it is deemed necessary for operational reasons to undertake detainee movements or transport relating to a non-metropolitan centre, the following provisions will apply:

- (a) Ordinary Hours
  - (i) The ordinary hours of work for the relevant Operational Staff member shall be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 6:00 a.m. and 10:00 p.m. with an allocated day off. i.e. nineteen (19) days in each four (4) week period.
- (b) Working Arrangements
  - (i) The ordinary daily working hours for each Operational Staff member shall be displayed as a proposed working arrangement in a place conveniently accessible to staff members. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
  - (ii) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.

- (iii) Operational staff members will be required to work variable start times depending upon operational requirements.
- (c) Annual Leave
  - (i) At the rate of twenty (20) working days per year.
- (d) Public Holidays
  - (i) All gazetted Public Holidays shall be taken as they fall.
- (e) Meal Breaks
  - (i) Meal breaks must be given to and taken by the relevant Operational Staff. No Operational Staff member shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where an Operational Staff member is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.
  - (ii) In circumstances where the Department is unable to supply a meal, an Operational Staff member shall be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Operational Staff member.
  - (iii) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Occupational Health and Safety requirements.
- (f) Other duties

When there are no detainee movements or transport, the Operational Staff members, under the arrangements set out in this Clause, are to perform other mainstream Centre duties (such as working on the unit floor) as directed by the Department.
- (g) Overtime
  - (i) An Operational Staff Member may be directed by the Department to work overtime, provided it is reasonable for the staff member to be required to do so. An Operational Staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
    - (1) The Operational Staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
    - (2) Any risk to the Operational Staff Member's health and safety;
    - (3) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the Department and the effect on client services;
    - (4) The notice, if any, given regarding the working of the overtime, and the Operational Staff member's intention to refuse overtime; or

- (5) Any other relevant matter.
  - (ii) Payment for overtime shall be made only where the Operational Staff member works approved overtime.
  - (iii) Overtime shall be paid at the following rates:
    - (1) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two (2) hours and at the rate of double time thereafter for all directed overtime worked outside the Operational Staff member's ordinary hours of duty.
    - (2) Saturday - At the rate of time and one-half for the first two (2) hours and at the rate of double time thereafter.
    - (3) Sundays - All overtime at the rate of double time.
    - (4) Public Holidays - All overtime at the rate of double time and one-half.
  - (iv) An Operational Staff member who works overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
  - (h) Rest periods
    - (i) An Operational Staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
    - (ii) Where an Operational Staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Operational Staff member shall be paid at the appropriate overtime rate until released from duty. The Operational Staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- 6.2 Hours, Working Arrangements, Leave, Meal Breaks and Overtime - Operational Staff Members (Court Logistics)
- (a) Logistics Officer, Court Logistics
    - (i) Ordinary hours
      - (1) The ordinary hours of work for each Logistics Officer shall be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 7:00 a.m. and 9:00 p.m. with an allocated day off. i.e. nineteen (19) days in each four (4) week period.
    - (ii) Working arrangements
      - (1) The ordinary daily working hours for each Logistics Officer shall be displayed as a proposed working arrangement in a place conveniently accessible to staff members. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
      - (2) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.

- (3) Logistics Officers will be required to work variable start times depending upon operational requirements.
  - (4) If a variable start time commences at or after 10:00 a.m. and before 1:00 p.m., or at or after 1:00 p.m. and before 4:00 p.m. a loading of 10% and 12.5% shall apply respectively.
- (iii) Annual leave
- (1) At the rate of twenty (20) working days per year.
- (iv) Public Holidays
- (1) All gazetted Public Holidays shall be taken as they fall.
- (v) Meal Breaks
- (1) Meal breaks must be given to and taken by the relevant Logistics Officer. No Logistics Officer shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Logistics Officer is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.
  - (2) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Occupational Health and Safety requirements.
- (vi) Overtime
- (1) A Logistics Officer may be directed by the Department to work overtime, provided it is reasonable for the Logistics Officer to be required to do so. A Logistics Officer may refuse to work overtime in circumstances where the working of such overtime would result in the Logistics Officer working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
    - a. The Logistics Officer's prior commitments outside the workplace, particularly the Logistics Officer's family and carer responsibilities, community obligations or study arrangements;
    - b. Any risk to the Logistic Officer's health and safety;
    - c. A working arrangement may be altered at any time to enable service to be delivered where another Logistics Officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
    - d. 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;
    - e. The notice, if any, given regarding the working of the overtime, and the Logistics Officer's intention to refuse overtime; and/or
    - f. Any other relevant matter.

- (2) Payment for overtime shall be made only where the Logistics Officer works approved overtime.
  - (3) Overtime shall be paid at the following rates:
    - a. Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Logistics Officer's ordinary hours of duty, if working standard hours, or outside the bandwidth.
    - b. Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
    - c. Sundays - All overtime at the rate of double time.
    - d. Public Holidays - All overtime at the rate of double time and one-half.
  - (4) A Logistics Officer 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.
- (vii) Rest periods
- (1) A Logistics Officer who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
  - (2) Where a Logistics Officer, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Logistics Officer shall be paid at the appropriate overtime rate until released from duty. The Logistics Officer shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (b) Court Supervisor, Court Logistics
- (i) Ordinary hours
    - (1) The ordinary hours of work for each Court Supervisor shall be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 7:00 a.m. and 6:00 p.m. with an allocated day off. i.e. nineteen (19) days in each four (4) week period.
  - (ii) Working arrangements
    - (1) The ordinary daily working hours for each Court Supervisor shall be displayed as a proposed working arrangement in a place conveniently accessible to staff members. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
    - (2) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
    - (3) Court Supervisors will be required to work variable start times depending upon operational requirements.
  - (iii) Annual leave
    - (1) At the rate of twenty (20) working days per year.



(iv) Public Holidays

- (1) All gazetted Public Holidays shall be taken as they fall.

(v) Meal Breaks

- (1) Meal breaks must be given to and taken by the relevant Court Supervisor. No Court Supervisor shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Court Supervisor is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.
- (2) In circumstances where the Department is unable to supply a meal, a Court Supervisor shall be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Court Supervisor.
- (3) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Occupational Health and Safety requirements.

(vi) Overtime

- (1) A Court Supervisor may be directed by the Department to work overtime, provided it is reasonable for the Court Supervisor to be required to do so. A Court Supervisor may refuse to work overtime in circumstances where the working of such overtime would result in the Court Supervisor working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- a. The Court Supervisor's prior commitments outside the workplace, particularly the Court Supervisor's family and carer responsibilities, community obligations or study arrangements;
  - b. Any risk to the Court Supervisor's health and safety;
  - c. A working arrangement may be altered at any time to enable service to be delivered where another Court Supervisor is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
  - d. 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;
  - e. The notice, if any, given regarding the working of the overtime, and the Court Supervisor's intention to refuse overtime; and/or
  - f. Any other relevant matter.
- (2) Payment for overtime shall be made only where the Court Supervisor works approved overtime.

- (3) Overtime shall be paid at the following rates:
    - a. Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Court Supervisor's ordinary hours of duty, if working standard hours, or outside the bandwidth.
    - b. Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
    - c. Sundays - All overtime at the rate of double time.
    - d. Public Holidays - All overtime at the rate of double time and one-half.
  - (4) A Court Supervisor 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.
- (vii) Rest periods
- (1) A Court Supervisor who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
  - (2) Where a Court Supervisor, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Court Supervisor shall be paid at the appropriate overtime rate until released from duty. The Court Supervisor shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (c) Youth Officers (Court Based), Court Logistics
- (i) Ordinary hours
    - (1) The ordinary hours of work for each Youth Officer shall be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 7:00 a.m. and 6:00 p.m. with an allocated day off. i.e. nineteen (19) days in each four (4) week period.
  - (ii) Working arrangements
    - (1) The ordinary daily working hours for each Youth Officer shall be displayed as a proposed working arrangement in a place conveniently accessible to Youth Officers. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
    - (2) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
    - (3) Youth Officers will be required to work variable start times depending upon operational requirements.
  - (iii) Annual leave
    - (1) At the rate of twenty (20) working days per year.
  - (iv) Public Holidays
    - (1) All gazetted Public Holidays shall be taken as they fall.

(v) Meal Breaks

- (1) Meal breaks must be given to and taken by the relevant Youth Officer. No Youth Officer shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Youth Officer is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.
- (2) In circumstances where the Department is unable to supply a meal, a Youth Officer shall be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Youth Officer.
- (3) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Occupational Health and Safety requirements.

(vi) Overtime

- (1) A Youth Officer may be directed by the Department to work overtime, provided it is reasonable for the Youth Officer to be required to do so. A Youth Officer may refuse to work overtime in circumstances where the working of such overtime would result in the Youth Officer working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
  - a. The Youth Officer's prior commitments outside the workplace, particularly the Youth Officer's family and carer responsibilities, community obligations or study arrangements;
  - b. Any risk to the Youth Officer's health and safety;
  - c. A working arrangement may be altered at any time to enable service to be delivered where another Youth Officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
  - d. 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;
  - e. The notice, if any, given regarding the working of the overtime, and the Youth Officer's intention to refuse overtime; and/or
  - f. Any other relevant matter.
- (2) Payment for overtime shall be made only where the Youth Officer works approved overtime.
- (3) Overtime shall be paid at the following rates:
  - a. Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Youth Officer's ordinary hours of duty, if working standard hours, or outside the bandwidth.

- b. Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
  - c. Sundays - All overtime at the rate of double time.
  - d. Public Holidays - All overtime at the rate of double time and one-half.
- (4) A Youth Officer 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.
- (vii) Rest periods
- (1) A Youth Officer who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
  - (2) Where a Youth Officer, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Youth Officer shall be paid at the appropriate overtime rate until released from duty. The Youth Officer shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (d) Youth Officers (Non-Court Based), Court Logistics
- (i) Ordinary hours
    - (1) The ordinary hours of work for each Youth Officer shall be thirty-eight (38) hours per week Monday to Friday inclusive with variable start times, with an allocated day off. i.e. nineteen (19) days in each four (4) week period.
  - (ii) Working arrangements
    - (1) The ordinary daily working hours for each Youth Officer shall be displayed as a proposed working arrangement in a place conveniently accessible to Youth Officers. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
    - (2) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
    - (3) Youth Officers will be required to work variable start times depending upon operational requirements.
  - (iii) Annual leave
    - (1) At the rate of twenty (20) working days per year.
  - (iv) Public Holidays
    - (1) All gazetted Public Holidays shall be taken as they fall.
  - (v) Meal Breaks
    - (1) Meal breaks must be given to and taken by the relevant Youth Officer. No Youth Officer shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Youth Officer

is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.

- (2) In circumstances where the Department is unable to supply a meal, a Youth Officer shall be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Youth Officer.
- (3) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Occupational Health and Safety requirements.

(vi) Overtime

- (1) A Youth Officer may be directed by the Department to work overtime, provided it is reasonable for the Youth Officer to be required to do so. A Youth Officer may refuse to work overtime in circumstances where the working of such overtime would result in the Youth Officer working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
  - a. The Youth Officer's prior commitments outside the workplace, particularly the Youth Officer's family and carer responsibilities, community obligations or study arrangements;
  - b. Any risk to the Youth Officer's health and safety;
  - c. A working arrangement may be altered at any time to enable service to be delivered where another Youth Officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
  - d. 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;
  - e. The notice, if any, given regarding the working of the overtime, and the Youth Officer's intention to refuse overtime; and/or
  - f. Any other relevant matter.
- (2) Payment for overtime shall be made only where the Youth Officer works approved overtime.
- (3) Overtime shall be paid at the following rates:
  - a. Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Youth Officer's ordinary hours of duty, if working standard hours, or outside the bandwidth.
  - b. Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
  - c. Sundays - All overtime at the rate of double time.
  - d. Public Holidays - All overtime at the rate of double time and one-half.

- (4) A Youth Officer 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.

(vii) Rest periods

- (1) A Youth Officer who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- (2) Where a Youth Officer, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Youth Officer shall be paid at the appropriate overtime rate until released from duty. The Youth Officer shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

(viii) Loadings

- (1) A Youth Officer shall be paid for work performed during the ordinary hours plus the following loadings depending on the commencing times for each day's ordinary hours.

Day	At or after 6 am and before 10 am	Nil
Afternoon	At or after 10 am and before 1 pm	10%
Afternoon	At or after 1 pm and before 4 pm	12.5%
Night	At or after 4pm and before 4 am	15%
Night	At or after 4 am and before 6 am	10%

- (2) The loadings above shall only apply to ordinary time worked from Monday to Friday.

### 7. All Incidents Allowance

7.1 An All Incidents Allowance of 22% of base salary shall be payable to Operational Staff classified at Items (iv) - (viii) in Part B of this Award in addition to the salary prescribed in such Table as compensation for all time worked in excess of ordinary hours and other work related allowances including payments in lieu of overtime, on call, shift penalties, travel time and annual leave loading but does not include compensation for expense related payments. However the Department has the discretion to approve that work outside normal rostered hours attract the provisions of Clause 8.13 - Overtime.

7.2 The allowance shall be regarded as salary for all leave and superannuation purposes.

### 8. Shift Workers - Loadings, Penalties, Leave, Rosters and Overtime

#### 8.1 Monday to Friday - Shift Loadings

- (a) 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 shift loadings depending on the commencing times of such shifts:

Day	At or after 6 am and before 10 am	Nil
Afternoon	At or after 10 am and before 1 pm	10%
Afternoon	At or after 1 pm and before 4 pm	12.5%
Night	At or after 4 pm and before 4 am	15%
Night	At or after 4 am and before 6 am	10%

- (b) The loadings specified in this sub-clause shall only apply to shifts worked from Monday to Friday.

#### 8.2 Weekends and Public Holidays - Penalties

- (a) For the purpose of this sub-clause any shift, of which 50% or more 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.

#### 8.3 Saturday Shifts - Penalties

- (a) 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.

#### 8.4 Sunday Shifts - Penalties

- (a) 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.

#### 8.5 Public Holidays - Penalties

- (a) When rostered on a Public Holiday and work is performed, additional payment will be made at the rate of half time.
- (b) When rostered off on a Public Holiday, no additional compensation or payment will be made.
- (c) Where a gazetted Public Holiday falls on a Sunday, Shift Workers rostered to work on that day shall be paid ordinary time and an additional payment at the rate of three quarter time.
- (d) A Shift Worker is entitled to receive compensation for regularly working Sundays and Public Holidays as specified in clause 8.6 of this Award.

#### 8.6 Additional Payments

- (a) Additional payments will be made on the following basis:

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

- (a) The additional payment shall be made after 1 December in each year for the preceding twelve (12) months.
- (b) Where the Shift Worker retires 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 date of service shall be paid to the Shift Worker.
- (c) 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 or termination.
- (d) All Incidents Allowance as detailed in clause 7.1 of this Award applies to this payment,

### 8.7 Recreation Leave

- (a) Shift Workers shall be entitled to recreation leave at the rate of six (6) weeks per year (thirty (30) working days) inclusive of payment for any Public Holiday/s falling within the leave period.
- (b) Additional recreation leave at the rate of five (5) days per year, will accrue to a Shift Worker, employed under this Award and the Act, who is stationed indefinitely in a remote area of the State being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidated Act* (NSW) 1913 before its repeal.
- (c) Shift Workers entitled to additional recreation leave under this Clause can elect, at any time, to cash out that additional recreation leave.
- (d) Shift Workers on recreation leave are eligible to receive the more favourable of:
  - (i) the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
  - (ii) 17½% annual leave loading.

### 8.8 Annual Leave Loading

- (a) With the exception of those Shift Workers in receipt of the All Incidents Allowance prescribed in Clause 7 of this Award, Shift Workers are entitled to the payment of an annual leave loading of 17.5% on the monetary value of four weeks recreation leave accrued in a leave year.
- (b) For the purposes of 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.
- (c) If located in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, under Clause 8.7(b) of this Award, the annual leave loading shall be paid on a maximum of four weeks leave.
- (d) The annual leave loading payable shall not exceed the amount which would have been payable to a Shift Worker in receipt of salary equivalent to the maximum salary for Grade 12 Clerk.

### 8.9 Rosters

- (a) The ordinary hours of work for each Shift Worker shall be displayed on a roster in a place conveniently accessible to Shift Workers. The roster will cover a minimum period of twenty eight (28) days, where practical, and shall be displayed at least fourteen (14) days prior to the commencing date of the first working period in any roster.
- (b) A roster may be altered at any time to enable the service of a Centre to be delivered where another officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances. Where any such alteration involves a Shift Worker working on a day that would have been his or her day off such time worked shall be paid for at overtime rates as specified in the Crown Employees (Public Service Conditions of Employment) Reviewed Award (NSW) 2009.
- (c) Each roster shall indicate the starting and finishing time of each shift and include rostered days off. Where current or proposed shift arrangements are incompatible with the Shift Worker's family, religious or community responsibilities, every effort to negotiate alternative arrangements with the Shift Worker shall be made by the Department Head or delegate.

### 8.10 Notice of Change of Shift

- (a) 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.



### 8.11 Breaks between Shifts

- (a) There shall be a minimum break of eight (8) consecutive hours between ordinary rostered shifts.
- (b) If a Shift Worker resumes or continues to work without having had eight (8) consecutive hours off duty, the Shift Worker shall be paid overtime in accordance with Clause 89, Overtime Worked by Shift Workers of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 until released from duty for eight (8) consecutive hours. The Shift Worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (c) Time spent off duty may be calculated by determining the amount of time elapsed after:
  - (i) The completion of an ordinary rostered shift; or
  - (ii) The completion of authorised overtime; or
  - (iii) The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

### 8.12 Daylight Saving

- (a) 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 of pay for the shift.

### 8.13 Overtime

- (a) A Shift Worker may be directed by the Department Head to work overtime, provided it is reasonable for the Shift Worker to be required to do so. A Shift Worker may refuse to work overtime in circumstances where the working of such overtime would result in the Shift Worker working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
  - (i) The Shift Worker's prior commitments outside the workplace, particular the Shift Worker's family and carer responsibilities, community obligations or study arrangements;
  - (ii) Any risk to the Shift Worker's health and safety;
  - (iii) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
  - (iv) The notice, if any, given regarding the working of the overtime, and the Shift Worker's intention to refuse overtime; or
  - (v) Any other relevant matter.
- (b) Overtime shall be paid to Shift Workers under the following conditions:
  - (i) The rates specified are in substitution for and not cumulative upon the rates payable for work performed on Monday to Friday, Saturday, Sunday or Public Holidays.
  - (ii) For the purposes of assessing overtime, each day shall stand alone. Where any one (1) period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if it had occurred within the one (1) day.
  - (iii) Overtime shall be paid for hours worked in excess of the ordinary hours of work, as defined in Clause 5 of this Award. Entitlements under this clause are restricted by the provisions of Clause 7 of this Award.

- (c) Overtime shall be paid to Shift Workers at the following rates:
  - (i) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Shift Worker's ordinary hours of duty.
  - (ii) Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
  - (iii) Sundays - All overtime at the rate of double time.
  - (iv) Public Holidays - All overtime at the rate of double time and one half.

### **9. Casual Employment**

- 9.1 A casual employee is one engaged on an hourly basis.
  - 9.2 A casual employee may only be engaged for short-term periods where there is the need to supplement the workforce arising from fluctuations in the needs of the Centre.
  - 9.3 A casual employee shall be paid on an hourly basis based on the appropriate rate, prescribed in Table 1 of Part B of this Award, plus 15% thereof with a minimum payment of four (4) hours for each engagement. This loaded rate of pay is in lieu of all leave entitlements, other than recreation and extended leave.
  - 9.4 A casual employee shall be entitled to the shift loadings, prescribed in clause 8.1 of this Award, where a shift commences prior to 6 am or finishes subsequent to 6 pm.
  - 9.5 For weekend and Public Holiday work, casual employee shall, in lieu of all other penalty rates and the 15% casual loading, receive the following rates:
    - (a) Time and one half for work between midnight Friday and midnight Saturday;
    - (b) Time and three quarters for work between midnight Saturday and midnight Sunday; and
    - (c) Double time and one half for work on a Public Holiday.
- For the purpose of this clause, any shift of which 50% or more is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked wholly on a Saturday, Sunday or Public Holiday and shall be paid as such.
- 9.6 On termination a casual employee shall be paid 1/12th of ordinary earnings in lieu of recreation leave.
  - 9.7 A casual employee's employment may be terminated for any reason by the giving of one (1) hour's notice by either party.
  - 9.8 Casuals shall also receive the following leave entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009:
    - (a) Unpaid parental leave in accordance with Clause 12.5.4;
    - (b) Personal Carer's entitlement in accordance with Clause 12.6; and
    - (c) Bereavement entitlement in accordance with Clause 12.7.

## 10. Higher Duties

- 10.1 Operational Staff called upon by the Department to perform work of a classification or position paid at a higher rate, shall be paid that higher rate on the completion of a minimum of one eight (8) hour shift, or equivalent working day.
- 10.2 Relieving for part of a shift in a higher position shall not attract monetary payment but shall be compensated through the acquisition of skills and experience gained by this opportunity.
- 10.3 The provisions of this clause apply only where an employee relieves in another position covered by this Award.

## 11. Settlement of Disputes

### 11.1 Procedures relating to individual employees

- (a) Individual employees may raise matters pertaining to this Award and other conditions of employment matters with the Centre Manager, Manager, Supervisor or other authorised departmental representative as the case may be, providing that the following conditions are observed:
  - (i) The employee shall notify the Centre Manager, Manager, Supervisor or other authorised departmental representative in writing, as to the substance of any matter and request a meeting with the Centre Manager, Manager, Supervisor or other authorised departmental representative for discussions in order to settle the matter. The employee may have another employee or an Association delegate present during these discussions.
  - (ii) If no remedy to the employee's matter is found, then the employee shall seek further discussions and attempt to resolve the matter at a higher level of authority, where appropriate.
  - (iii) Reasonable time limits must be allowed for discussions at each level of authority.
  - (iv) At the conclusion of the discussions, the departmental representative must provide a response to the employee if the matter has not been resolved and include reasons for not implementing any proposed remedy. At this stage if the employee's concerns still exist, the provisions of Clause 11.3(e) of this Award shall be invoked.

### 11.2 Settlement of Disputes

- (a) All questions, disputes or difficulties relating to the provisions of this award or any other condition of employment shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (b) The staff member is required to notify in writing their immediate supervisor or manager, as to the substance of the question, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the question, dispute or difficulty 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 supervisor or manager the notification may occur to the next appropriate level of management. including where required, to the Department Head or delegate.
- (d) The immediate supervisor or manager, or other appropriate officer, shall convene a meeting in order to resolve the question, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

- (e) If the question, dispute or difficulty remains unresolved with the immediate supervisor or manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (f) The Department may refer the matter to the Industrial Relations Secretary (IRS) for consideration.
- (g) If the matter remains unresolved, the Department shall provide a written response to the employee and any other party involved in the question, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) A staff member, at any stage, may request to be represented by the Association.
- (i) The staff member or the Association on their behalf or the Department may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The staff member, Association, Department and IRS shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the question, 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.

## **12. Dignity and Respect in the Workplace**

- 12.1 The Dignity and Respect Policy, Guidelines and Grievance Procedure of the Department shall apply to all staff covered by this Award.
- 12.2 The Dignity and Respect Grievance Procedure must be used when there is a work related grievance as defined in the Dignity and Respect Policy, Guidelines and Grievance Procedure, so that the grievance can be resolved as quickly and as close to the source of the problem as possible.
- 12.3 To put it beyond doubt, if there is a question, dispute or difficulty in relation to the interpretation, application or operation of this or any other applicable award or condition of employment, the dispute resolution procedure contained in Clause 11 of this Award must be followed.

## **13. Uniforms and Protective Clothing**

- 13.1 Sufficient and serviceable uniforms or overalls shall be supplied, free of cost, to each Operational Staff Member required to wear them, provided that any shift employee to whom a new uniform or part of a uniform has been supplied by the Department who without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- 13.2 An employee, on leaving the service of the Department, shall return any uniform or part thereof supplied by the Department which is still in use by that employee immediately or prior to leaving.
- 13.3 If the uniform of an employee is not laundered at the expense of the Department an allowance, as set out in Item 2 of Table 2(a), of Part B of this Award, shall be paid to such employee.
- 13.4 Each employee whose duties require them to work in the rain shall be supplied with suitable protective clothing upon request.

- 13.5 Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

**14. Right of Entry to Association Officials**

- 14.1 Entry of Association Officials onto Departmental premises shall be in accordance with the *Industrial Relations Act* (NSW) 1996.

**15. Area, Incidence and Duration**

- 15.1 The Award shall apply to Operational Staff in the Agency as defined in Clause 3 of this Award who are employed under the provisions of the Act.
- 15.2 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 Attorney General and Justice (Juvenile Justice)-38 Hour Week Operational Staff 2012) Reviewed Award published 5 October 2012 (374 I.G. 1246), to take effect from 2 August 2016.

**PART B**

**MONETARY RATES**

**Table 1 - Rates of Pay and Qualifications for roles covered by this Award**

- (i) Unqualified Youth Officer

Level	Year	A & C Grade Equivalent	Effective Date FPP 1/07/2016 \$	Minimum Qualifications for assignment under the Act
1	-	GS Year 10	57,017	

- (ii) Youth Officer

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2016 \$	Minimum Qualifications for assignment under the Act
2	1	Min 1	60,154	6 Units of Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline * plus relevant experience
	2	Max 1	61,921	
	3	Min 2	63,649	
3	1	Max 2	65,396	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline * plus relevant experience

Youth Officers who, as a consequence of the making of this award, and who have only completed Certificate III in Juvenile Justice shall be allowed to progress to Level 2 year 3 by meeting the requirements of incremental progression without first obtaining 6 units of Certificate IV in Youth Work or Youth Justice.

Annual increments shall occur on the anniversary of the completion of Certificate III or 6 units of competence in Certificate IV in Youth Work or Youth Justice subject to satisfactory performance.

- (iii) Shift Supervisor/Assistant Unit Manager

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2016 \$	Minimum Qualifications for assignment under the Act
4	1	Min 4	71,438	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *
	2	Max 4	73,635	
	3	Min 5	79,384	
	4	Max 5	81,888	

## (iv) Unit Manager

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2016 \$	Minimum Qualifications for assignment under the Act
5	1	Min 6	85,098	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline * and Certificate IV in Frontline Management and/or equivalent related discipline *
	2	Max 6	87,591	
	3	Min 7	90,215	
	4	Max 7	92,912	

## (v) Assistant Manager

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2016 \$	Minimum Qualifications for assignment under the Act
6	1	Min 8	96,784	Completion of Diploma and/or Degree in a relevant discipline as set out in relevant Assistant Manager Position Description
	2	Max 8	99,862	
	3	Min 9	102,838	
	4	Max 9	105,730	

## (vi) Centre Manager - Level 7

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2016 \$	Minimum Qualifications for assignment under the Act
7	1	Min 10	110,046	Diploma and/or Degree in a relevant discipline *
	2	Max 10	113,324	

## (vii) Centre Manager - Level 8

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2016 \$	Minimum Qualifications for assignment under the Act
8	1	Min 11	118,943	Diploma and/or Degree in a relevant discipline *
	2	Max 11	123,985	

## (viii) Centre Manager - Level 9

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2016	Minimum Qualifications for assignment under the Act
9	1	Min 12	131,751	Diploma and/or Degree in a relevant discipline*
	2	Max 12	137,557	

A Centre Manager shall not have their level reduced by the making of this award.

## (ix) Kitchen Support Officer

Level	Year	Salary FPP 01/07/2016 \$	Qualification and Experience
1	1	47,049	Relevant experience
	2	49,039	

## (x) Vocational Instructor (Trade, Maintenance, Grounds)

Level	Year	Salary FPP 01/07/2016 \$	Qualification and Experience
1	1	57,017	Relevant experience
2	1	60,154	Relevant Trade Certificate and Train Small Groups qualification or equivalent plus relevant experience.
	2	61,921	
	3	63,649	
	4	65,396	

## (xi) Vocational Instructor (Cook)

Level	Year	Salary FPP 01/07/2016 \$	Qualification and Experience
1	1	57,017	Relevant experience
	2	60,154	
2	1	60,154	Relevant TAFE Certificate or TAFE Certificate in Hospitality (Commercial Cookery or Catering Operations) or equivalent and Train Small Groups qualification or equivalent plus relevant experience
	2	61,921	
	3	63,649	
	4	65,396	

## (xii) Vocational Instructor (Cook Supervisor)

Salary FPP 01/07/2016 \$	Qualification and Experience
67,994	TAFE Certificate II in Hospitality (Kitchen Operations) or equivalent, formerly called Certificate II in Commercial Cookery, and Train Small Groups or equivalent.

## (xiii) Logistics Officer

Level	Year	Salary FPP 01/07/2016 \$	Qualification and Experience
4	1	79,384	Certificate IV in Youth or Youth Justice and/or equivalent related discipline *
4	2	81,888	
5	3	85,098	
5	4	87,591	

## (xiv) Court Supervisor

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2016 \$	Minimum Qualifications for assignment under the Act
4	1	Min 4	71,438	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *
	2	Max 4	73,635	
	3	Min 5	79,384	
	4	Max 5	81,888	

## (xv) Drug Detection Security and Intelligence Officer

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2016 \$	Minimum Qualifications for assignment under the Act
2	1	Min 1	60,154	6 Units of Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *
	2	Max 1	61,921	
	3	Min 2	63,649	
3	1	Max 2	65,396	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *

\* Related and relevant disciplines are to be determined by the Department



**PART B****MONETARY RATES****Table 2 - Allowances and Additional Responsibilities Allowance**

(a) Allowances

Item	Allowance	Salary FPP 01/07/2016 \$
1	Chokage Allowance	4.82 per day
2	Uniform Allowance	5.00 per week
3	Trade Allowance	1,825 per annum

(b) "Allocated Youth Officer Handcuff Allowance"

Allowance	Salary FPP 01/07/2016 \$
Allocated Youth Officer Handcuff Allowance	1.30 per hour

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (DEPARTMENTAL OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00005756)

Before Commissioner Stanton

2 August 2016

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

Clause No.	Subject Matter
1.	Parties to the Award
2.	Intention/Aims of the Award
3.	Definitions
4.	Classification and Salary Rates
5.	Preservation of Conditions for Staff Employed Under Previous Awards
6.	Job Evaluation
7.	Qualifications Review Committee
8.	Working Hours and Arrangements
9.	Conditions of Employment
10.	Training
11.	Use of Consultants and Contractors
12.	Employee Assistance Program
13.	Travel Passes
14.	Grievance and Dispute Procedures under this Award
15.	Saving of Rights
16.	Area, Incidence and Duration

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

Table 1 - Departmental Officer Salary Rates - Classification and Grades

**1. Parties to the Award**

The parties to this Award are:

Industrial Relations Secretary, the Department of Industry, Skills and Regional Development and the Department of Finance, Services and Innovation; and

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

This Award shall be binding upon all parties defined herein.

## 2. Intention/Aims of the Award

This Award provides a framework for management and employees to work together to ensure the ongoing high-level achievement of the Department's Mission and Objectives. Within this context the parties are committed to the development of a highly motivated, suitably skilled and productive workforce.

The parties will work collaboratively to ensure that the Department's workforce has and continues to have the necessary skills, knowledge, capabilities and attributes to maintain and enhance its credibility, expertise and standing.

Effective workforce development and succession development are seen as critical to the Department's future performance and its ability to innovate, respond positively to changes in its operating environment and avail itself of future business opportunities. The Award therefore focuses not only on the revision of conditions of employment, but stresses workforce management and development. It is based on maintaining, improving, developing and rewarding the skills, knowledge, capabilities and attributes required of its workforce and provides a commitment to ongoing employment.

In providing more flexible working conditions for employees, the Award also recognises the need to accommodate work and family issues through flexible working arrangements.

The parties recognise the need to strive to achieve best practice in human resource management and to resolve any issues that may currently exist preventing effective workforce management, employee development and the ability to utilise skills. To this end the parties agree to work, during the life of the Award, towards:

The creation of a culture which acknowledges the importance and fosters the development of technical, managerial and business skills; together with a progressive outlook;

Organisation and classification structures that support the business needs of the Department in the most effective way, provide for appropriate managerial and specialist career paths and allow for innovative opportunities in development and multi-skilling;

Training and development programs and activities aimed at meeting corporate requirements and priorities as well as individual job and career development needs, (with the support of senior management):

Equitable development of employees to be achieved by managers conducting performance reviews and offering guidance and direction regarding training and development initiatives. This aims to: facilitate improved on the job performance; provide greater job promotion potential, and prepare for future challenges and opportunities from both the domestic and international environments;

Senior management supporting managers and employees working co-operatively together to resolve issues that prevent workforce development and to identify opportunities for continuous improvement in departmental operations;

Development and maintenance of open communication between all levels of the workforce and improvement in communication skills across the organisation;

Ongoing improvements in safety, quality service and efficiency; and

A workplace environment that is supportive of management and employees maximising their contribution to the business of the Department.

## 3. Definitions

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

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

"Department" means the Department of Industry, Skills and Regional Development and the Department of Finance, Services and Innovation, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.

"Departmental Officer" means employees in the Land & Property Information Division of the Department of Finance, Services and Innovation and employees who were formerly part of the Land and Property Management Authority in accordance with Clause 20 of the Public Sector Employment and Management (Departments) Order 2011, who are now employed in the Department of Industry, Skills and Regional Development.

"Employee" means a person employed in ongoing, term, temporary, casual or other employment, or on secondment, in a Public Service agency under the provisions of the *Government Sector Employment Act 2013*, who is assigned to a role classified under this award and includes an employee on probation, but does not include the Secretary, statutory appointees or Public Service senior executive as defined in the Act.

"Grade/Level" means a single grade: General Scale; Grade 1-2; Grade 3-4; Grade 5-6; Grade 7-8; Grade 9-10; Grade 11; Grade 12; Senior Officer Grade 1; Senior Officer Grade 2; Senior Officer Grade 3, as set out in Table 1 Departmental Officer Salary Rates and applied to roles created in terms of the *Government Sector Employment Act 2013* and evaluated in accordance with the Department's approved Job Evaluation system and the conditions of this Award.

"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.

"Public Service" means the Public Service of New South Wales, as defined in the *Government Sector Employment Act 2013*.

"Role" means a role as defined in section 3 of the *Government Sector Employment Act 2013*.

"Secretary" means the Secretary of the Department of Industry, Skills and Regional Development and the Department of Finance, Services and Innovation.

"Service" means continuous service for salary purposes.

#### **4. Classification and Salary Rates**

- 4.1 The classification under this Award is titled "Departmental Officer", eg Senior Surveyor, Departmental Officer Grade.
- 4.2 The salary rates are set out in Table 1 - Departmental Officer Salary Rates - Classification and Grades, of Part B Monetary Rates. The rates of pay are set in accordance with the Crown Employees (Public Sector - Salaries 2016) Award or any variation or replacement award.

#### **5. Preservation of Conditions for Staff Employed under Previous Awards**

- 5.1 Preservation Rights: A Memorandum of Understanding regarding progression rights of PSA members was agreed in conjunction with the former Crown Employees (NSW Department of Lands - Conditions of Employment) Award 2004 published 2 September 2005 (353 IG 542), which took effect from 22 February 2005.
- 5.2 Lands Officers

Employees previously employed under the Crown Employees (Lands Officers - Department of Land and Water Conservation and Department of Information Technology and Management 1999) Award published 23 June 2000 (316 I.G. 728) transferred to this award; however, employees who transferred to levels of General Scale, Grade 1-2 and Grade 3-4 shall be entitled to progress, subject to satisfactory performance, on an annual incremental basis in accordance with the prior award, to the equivalent salary of Lands Officer Level 3 year 2.

Lands Officers Level 4 transferred to this award. Any structural anomalies within Administrative and Clerical Officers Grade 5/6 created by the transition will be addressed in any new structure developed to meet the future business objectives of the Department.

5.3 Employees with a substantive salary equivalent to Grade 11 who occupy roles presently graded at A&C 11/12 or DITM Officer Grade 11/12

Employees previously employed under the Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award published 23 April 2004 (344 I.G. 155) or the Crown Employees (NSW Department of Information Technology and Management) Conditions of Employment Award 2002 published 12 March 2004 (343 I.G. 628), with a substantive salary equivalent of A&C Grade 11, year 1 or year 2, and currently occupying ongoing roles of Grade 11/12 shall be entitled to progress, subject to satisfactory performance, on an annual incremental basis, to the equivalent salary of Clerk Grade 12, year 2.

5.4 Surveyors

Employees previously employed under the Surveyors, Trigonometrical and Cartographic Surveyors Agreement No. 2449 of 1982 transferred to this award (except that the progression barrier for registration requiring a Surveyor to become registered in terms of Section 10 of the Surveyors Act, 1929 are to be included in Role Descriptions where it would be a requirement to carry out the accountabilities of roles). Preservation of rights to progression under the prior award applies to Surveyors employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

5.5 Valuers

Employees previously employed under the Crown Employees (Regional Directors and Valuers - All Classes - Valuer General's Office, Department of Information Technology and Management) Award published 28 April 2000 (315 I.G. 238) transferred to this award. Preservation rights to progression under the prior award apply to Valuers employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

5.6 DITM Employees

Employees previously employed under the Crown Employees (NSW Department of Information Technology and Management) Conditions of Employment Award 2002 published 12 March 2004 (343 IG 628) transferred to this award. Preservation rights to progression under the prior award apply to DITM Officers employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

5.7 Clerks

Employees previously employed under the Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award published 23 April 2004 (344 I.G. 155) transferred to this award. Preservation rights to progression under the prior award will apply to Clerks employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

5.8 Clerical Officers

Employees previously employed under the Clerical Officers All Departments Agreement No 2515 of 1988 transferred to this award.

5.9 Field Hands and Instrument Man

Employees previously employed under the Surveyors' Field Hands (State) Award published 23 November 2001 (329 IG 889) became permanent officers upon commencement of this Award on 22 February 2005 and classified as Departmental Officers and transferred to this award at their current salary. The grading of their jobs will then be determined in accordance with the outcome of job evaluation.

## 6. Job Evaluation

- 6.1 The job evaluation system agreed by the parties to this award is the Mercer CED Job Evaluation System. The systematic and objective process of assessing the work value of roles within the Department will continue to be applied utilising the approved Job Evaluation policy and procedures.
- 6.2 The Job Evaluation Committee will comprise the Department's human resources Director as chair, a senior manager of the human resources area and two PSA representatives. The Job Evaluation Committee will identify those roles that should be evaluated.
- 6.3 The priority in which roles are to be evaluated will be determined by agreement between Management, the Job Evaluation Committee, and the PSA. Highest priority will be given to areas of the Department where the greatest benefit to employees in terms of equity will result. Evaluation of identified roles will be completed within 12 months.
- 6.4 Job Evaluation will be managed by the human resources area of the Department. Staff members and consultants participating in the job evaluation process will be accredited in the Mercer C E D Job Analysis and Job Evaluation process. Where required, Mercer Human Resource Consulting (Cullen Egan Dell CED consultants), a management representative and a PSA representative will perform a quality control check on Role Descriptions to ensure consistency in format and content.
- 6.5 Job evaluation allowance: Where an existing role has been incorporated into a new or revised organisation structure and the work hasn't changed substantially but job evaluation indicates a higher salary level for the same work, and the current occupant is performing satisfactorily in the role, the current occupant of the role may be paid by way of Job Evaluation allowance. Payment by way of Job Evaluation allowance is also subject to the existing occupant of the role having been assigned following a process of competitive merit selection. Where the work has changed substantially or the role falls vacant the role should be filled by merit selection. Payment of a Job Evaluation allowance is an option available for consideration in light of the particular circumstances. The allowance is subject to approval of the Secretary on a case-by-case basis, as set out in Premier's Department Circulars No. 97-35 and 98-50, implementation of job evaluation outcomes.
- 6.6 All anomalies with the outcomes of job evaluation will be referred for resolution to the Transition Committee established under clause 5, Transition Arrangements of this award.

## 7. Qualifications Review Committee

- 7.1 A Qualifications Review Committee shall be convened and shall include representatives from management, unions and employees with expertise in the area of qualification. Such representation shall consist of two management representatives, two union nominees and may call on employees or external advisers with expertise in the area of the qualification being discussed. The Committee shall be constituted for the period of this award for the purpose of making recommendations to the Secretary.
- 7.2 The Committee shall from time to time sit to determine the appropriate skills and qualifications required for given roles within the Department. The Committee shall from time to time also consider the current status of qualifications that are used in this award in relation to the various levels of Departmental Officers as set out in the award. If agreement cannot be reached in this committee, the Secretary will facilitate a resolution.

## 8. Working Hours and Arrangements

The provisions of the Department of Lands Flexible Working Hours Agreement 2004 will apply with the exception of those employees exempted in that Agreement.

## 9. Conditions of Employment

Employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, *Government Sector*

Employment Rules 2014, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2015) Award or any awards replacing these awards.

## 10. Training

The parties agree that all employees shall be provided with opportunities for career, professional and personal development. The joint aim is to develop a highly skilled and efficient workforce and to ensure that all employees are sufficiently skilled to meet the present and future needs of the Department.

The Department's commitment to training and development will include (but will not be limited to):

The reimbursement of course fees for employees undertaking tertiary or vocational studies shall be 100% on successful completion where the study relates directly to the role occupied. Where a Manager considers that the study does not relate directly to the role but will be beneficial to the organisation, and so approves, reimbursement of fees, upon successful completion, may be within the range of 50% to 100%. The Secretary or their delegate will determine any appeal relating to decisions concerning payment of course fees.

A commitment to the provision of external training programs;

Implementation of a Performance Development Program;

The provision of training and re-training wherever re-organisation creates new skill requirements;

Equipping all employees with skills and ability to enable them to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;

Providing training in information technology to enable employees to use the technological tools required to perform their duties;

Providing the training needed to ensure that those employees, whose performance has been identified as requiring improvement have every opportunity to improve their performance;

Equity of access to training and development opportunities for all employees, including part time employees;

Dependent care assistance (dependant care, by way of payment, may be provided to enable employees with dependant responsibilities to pursue training and development opportunities).

During the life of this award, the Department agrees to examine and implement various options to facilitate skill enhancement and career development for all employees. These options may include:

Job rotation;

Secondments;

Participation in work forums;

Placements in other organisations with the agreement of the employee;

Mentor and coaching programs;

Attendance at conferences and seminars;

Employees exchange programs with the agreement of the employee.

In order to meet these aims, the following have been agreed by the parties:

A commitment to updating skill profiles from the Training Needs Analysis process to assist employees and management to determine appropriate training needs;

To include employees training and development responsibilities in the key accountabilities of all managers and supervisors;

Individual employees will assume personal responsibility to participate in appropriate training and development and skill-enhancing activities.

Furthermore, the parties agree to an ongoing commitment to the Vocational Education and Training (VET) system - that is, the promotion and implementation of the Public Sector training package through the NSW Public Sector Industry Training Advisory Body (NSW PSITAB).

This includes embracing the development of a National Competencies training project encompassing:

An increase in the number of workplace trainers and assessors within the Department;

Time for trainers and assessors to recognise the current competencies held by Departmental Officers;

All in-house training to be in line with National Competency Standards so employees can work toward a nationally recognised public sector qualification.

### **11. Use of Consultants and Contractors**

In line with Government commitments, the parties agree to develop programs to reduce the use of consultants/contractors by greater reliance on the expertise of professional public servants and the development of strict quality control procedures for the engagement of outside assistance.

The Department agrees to consult with the Association on engagement and use of consultants and contractors

### **12. Employee Assistance Program**

The Department will continue to make available to all its employees a free and confidential Employee Assistance Program.

The Employee Assistance Program is an independent and confidential counselling service which provides counselling free of charge for a wide range of personal and/or work related problems.

### **13. Travel Passes**

The Department undertakes to allow salary deduction for public transport travel passes.

### **14. Grievance and Dispute Procedures under This Award**

- 14.1 All grievances disputes or difficulties 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 to higher levels of authority in the Department, if required.
- 14.2 Employees are required to notify (in writing or otherwise) their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible state the remedy sought.
- 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 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.
- 14.4 The immediate supervisor, manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within seven (7) days of the matter being brought to attention.



- 14.5 If the matter is unresolved with the immediate supervisor or manager, the employee may request to meet with the appropriate person at the next level of management in order to review the matter. This employee shall respond within seven (7) days. If there are matters or issues that still remain unresolved by both parties then they should be referred to the senior manager of the work area who should include a representative from the human resources area in discussions.
- 14.6 In the event that the matter remains unresolved, the Secretary shall provide a written response within 21 days to the employee and any other party involved in the grievance, dispute or difficulty, concerning the action to be taken, or the reasons for not taking action, in relation to the matter.
- 14.7 An employee who is a member of an Association may request to be represented by an Association representative at any stage of the procedures.
- 14.8 The employee or Association on his/her 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.
- 14.9 The employee and/or Association and/or the Secretary shall agree to be bound by a lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the grievance, dispute or difficulty.
- 14.10 Whilst the procedures are being followed, normal work undertaken prior to the notification of the grievance or dispute shall continue, except in the case of a dispute involving Work, Health and Safety. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any employee, or member of the public.
- 14.11 These procedures should be read in conjunction with the Department's Grievance Resolution Policy and Procedures and in no way diminish Grievance resolution procedures contained in that policy.

### **15. Saving of Rights**

At the time of making this award, no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or reduction in his or her conditions of employment as a consequence of making this award.

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

- 16.1 The award shall apply to all employees employed in the classification of Departmental Officer in the Department of Industry, Skills and Regional Development and the Department of Finance, Services and Innovation.
- 16.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales of 28 April 1999 (310 I.G 359) take effect on and from 2 August 2016.
- 16.3 Changes made to this award subsequent to it first being published on 26 December 2008 (366 I.G. 1501) have been incorporated into this award as part of the review.

**PART B****MONETARY RATES****Table 1 - Departmental Officer Salary Rates**

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

Departmental Officer Classifications and Grades		1.7.16 Per annum 2.50% \$
General Scale	Year 1	35,134
	Year 2	42,495
	Year 3	45,800
	Year 4	47,049
	Year 5	49,039
	Year 6	49,929
	Year 7	51,168
	Year 8	53,060
	Year 9	54,983
	Year 10	57,015
Grade 1-2 (Level 1)	Year 1	60,154
	Year 2	61,921
	Year 3	63,649
	Year 4	65,396
Grade 3-4 (Level 2)	Year 1	67,248
	Year 2	69,276
	Year 3	71,438
	Year 4	73,635
Grade 5-6 (Level 3)	Year 1	79,384
	Year 2	81,888
	Year 3	85,098
	Year 4	87,591
Grade 7-8 (Level 4)	Year 1	90,215
	Year 2	92,912
	Year 3	96,784
	Year 4	99,862
Grade 9-10 (Level 5)	Year 1	102,838
	Year 2	105,730
	Year 3	110,046
	Year 4	113,324
Grade 11 (Level 6)	Year 1	118,943
	Year 2	123,985
Grade 12 (Level 7)	Year 1	131,751
	Year 2	137,557
Senior Officer Grade 1 (Level 8)	Year 1	153,915
	Year 2	165,847
Senior Officer Grade 2 (Level 9)	Year 1	168,654
	Year 2	180,545
Senior Officer Grade 3 (Level 10)	Year 1	186,586
	Year 2	204,818

J. D. STANTON, Commissioner

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**CROWN EMPLOYEES (GENERAL MANAGERS,  
SUPERINTENDENTS, MANAGERS SECURITY AND DEPUTY  
SUPERINTENDENTS, DEPARTMENT OF JUSTICE - CORRECTIVE  
SERVICES NSW) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006323)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD**

**PART A**

**1. Arrangement**

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

**PART B**

Schedule 1 - Annualised Salary Package

Schedule 2 - Other Allowances

**2. Title**

This Award shall be known as the Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Justice - Corrective Services NSW) Award 2009.

**3. Definitions**

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

"Act" means the Government Sector Employment Act 2013

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

"Award" means this Award.

"Division Head" means the Secretary of the Department of Justice.

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

"Corrective Services (CSNSW)" means a division within the Department of Justice.

"Deputy Superintendent" means a commissioned officer occupying a role at the rank of Deputy Superintendent which is not attached to a Correctional Centre.

"General Manager" means a commissioned officer occupying a role at the rank of General Manager in charge of Correctional Centres, other than Mid North Coast, Dillwynia or Wellington, or other positions designated by the Division Head.

"Manager Security" means a commissioned officer occupying a role at the rank of Manager Security with the responsibility of managing the security of a Correctional Centre, other than Mid North Coast, Dillwynia or Wellington, or other role designated by the Division Head.

"Officer" means and includes all persons (as defined by the Act) permanently or temporarily appointed to a role within CSNSW pursuant to the provisions of the Act, at the rank of General Manager, Superintendent, Manager Security or Deputy Superintendent and who is occupying one of the role covered by this Award at its operative date, or is appointed to or employed in one of these role after that date.

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

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

"Regulation" means the Government Sector Employment Regulations 2013

"Superintendent" means a commissioned officer who is occupying a role at the rank of Superintendent which is not attached to a Correctional Centre.

**4. Conditions Fixed By Other Instruments of Employment**

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

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, published 10 March 2006 (357 IG 1108) with the exception of clauses: 10, 11, 12, 13, 14, 20, 21, 24, 35, 36, 39, 46, 47, 48, 49, 54, 55 and 91 - 107 inclusive.

Crown Employees (Transferred Employees Compensation) Award

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

### 5. Principles of Understanding

- 5.1 The parties acknowledge that the former Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005, published 22 July 2005 (352 IG 602) was entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices and the initiatives contained in the "Way Forward" Reform package. In meeting this commitment, the Award provides the terms and conditions of employment for officers which are aimed at increasing productivity and flexibility in the conduct of CSNSW's operations.
- 5.2 The parties agreed to the introduction of an annualised salary package which includes all incidents of employment except as otherwise expressly contained in this Award.
- 5.3 The parties agreed to implement changes to rostering practices and procedures through the promulgation of a twelve week roster comprising three roster cycles, with the preparation of rosters to be undertaken by the Operations Scheduling Unit under the control of the Division Head.

### 6. Hours of Work

- 6.1 The ordinary hours of work for officers under this Award shall be an average of 38 per week to be worked Monday to Sunday inclusive.

### 7. Public Holidays

- 7.1 Officers engaged under this Award and who are regularly required to perform rostered duty on Sundays and Public Holidays shall receive the following compensation and are subject to the following conditions:
- 7.1.1 When rostered off on a public holiday - no additional compensation or payment.
- 7.1.2 When rostered on a public holiday and work performed - no additional payment.
- 7.1.3 Additional payment on the following basis:

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

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

- 7.2.1 Where employment of an officer is terminated or the officer resigns or retires, the officer shall be entitled to be paid the additional payment that may have accrued under paragraph 7.1.3 of this clause from the preceding 1st December until the date of termination, resignation or retirement.
- 7.2.2 Payment shall be made at the rate applying as at 1st December each year, or at the date of termination, resignation or retirement.
- 7.3 Officers who are directed to work on the Public Service Holiday as determined by the Division Head within the Christmas/New Year period, are, in lieu of work on this day, entitled to be absent from duty on one of the two days preceding the New Years Day Public Holiday.

### **8. Rostered Day Off**

- 8.1 The hours of work prescribed in subclause 6.1 of clause 6, Hours of Work, shall be worked on the basis of one rostered day off per month in each 20 working days of a 28 day roster cycle. Officers shall accrue 0.4 of an hour each 8 hour day towards having the 20th day off with pay, subject to subclauses 8.3 and 8.4 of this clause.
- 8.2 An officer's rostered day off shall be determined by CSNSW having regard to the needs of the establishment or sections thereof. Where practicable, a rostered day off shall be consecutive with other days off. The rostered day off shall be shown as a crossed day off on the roster.
- 8.3 Once set, the rostered day off may not be changed in a current 28 day roster cycle without agreement between the officer and his/her supervisor. Where the rostered day off is changed by agreement, another day shall be substituted in the current roster cycle. Should this not be practicable the rostered day off must be given and taken in the next roster cycle.
- 8.4 The maximum number of rostered days off prescribed in subclause 8.1 of this clause shall be twelve days per annum. There shall be no accrual towards a rostered day off during the first four weeks of recreation leave.
- 8.5 All other paid leave shall contribute towards the accrual of a rostered day off except where paid workers compensation or extended leave is current throughout the roster cycle. Where an officer's rostered day off falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.
- 8.6 As an alternative to the provisions contained in the above subclauses, officers may elect to receive payment in lieu of rostered days off.

### **9. Additional Hours**

- 9.1 No payment for additional hours to the ordinary hours of employment shall be paid to officers under this Award. The only exception is in cases of emergency.
- 9.2 Officers who are recalled to duty on account of an emergency shall be entitled to the payment of overtime for all time worked in excess of the first two hours on each occasion.
- 9.3 After the initial two hours has been worked, then any subsequent work undertaken on account of an emergency shall be compensated at the rate of time and one-half for the first two hours and at the rate of double time thereafter, Monday to Sunday inclusive. The rate of payment for this work shall be the maximum rate for Clerk, Grade 8 plus one dollar.
- 9.4 For the purposes of this Award, emergencies are situations such as riot, fire, or hostage. Payment for hours worked in relation to any such incidents must be submitted for the approval of the officer's supervisor.

### **10. Ranking Structure**

- 10.1 The following ranking structure shall apply:

General Manager (commissioned officer)

Superintendent (commissioned officer)

Manager Security (commissioned officer)

Deputy Superintendent (commissioned officer)

- 10.2 Vacancies at these ranks shall be advertised externally and internally within CSNSW, in accordance with the Act and filled by way of merit selection. This shall not apply to roles which can be suitably filled by way of internal transfer, redeployment, rotation, secondments or temporary appointment with the approval of the Division Head.
- 10.3 At the commencement of the former Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005, the roles of General Manager and Manager Security were advertised and filled by way of a merit selection process.
- 10.4 Officers successful in gaining appointment to roles covered by this Award shall be offered a placement in a location for a period of up to three years in recognition that the nature of CSNSW's operation may require their transfer to another location or roles at the same rank from time to time. Officers shall have the opportunity to discuss any transfer of this nature with the Division Head prior to a transfer being affected under this subclause.
- 10.5 The Division Head reserves the right to transfer officers in accordance with the movement of staff within and between public sector agencies provisions of the Act, if such action is considered to be in the best interests of CSNSW.
- 10.6 Transfer costs, where applicable, shall be made in accordance with the provisions of the Crown Employees (Transferred Employees Compensation) Award 2009 or its replacement.

### **11. Annualised Salary Package and Allowances**

- 11.1 The annualised salaries payable in this Award are as shown in Part B, Schedule 1, and shall include all incidents of employment except as otherwise expressly contained in this Award.
- 11.2 Hosiery Allowance: An allowance shall be paid to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Part B, Schedule 2, Other Allowances.
- 11.3 Meal Allowances: Officers covered by this Award are not entitled to meal allowances. This includes work undertaken in accordance with the provisions of subclauses 9.2, 9.3 and 9.4 of clause 9 Additional Hours, of this Award.. Actual expenses for meals and accommodation may be claimed in accordance with the meal expenses for one-day journeys and travelling compensation provisions of the Conditions Award when travelling on official business, with the rates prescribed to be used as an indicative upper limit.
- 11.4 Incidental Allowance: The annualised salary package contained in Part B, Schedule 1, Annualised Salary Package to this Award, incorporates an Incidental Allowance as described in the former Crown Employees (Commissioned Officers, Department of Corrective Services) Interim Award 2003 published 5 September 2003 (341 I.G. 386).
- 11.5 Salary Packaging, including Salary Sacrifice: An employee may elect, subject to the agreement of the CSNSW, to enter into a Salary Packaging Arrangement in accordance with the salary packaging provisions of the Crown Employees (Public Sector - Salaries 2008) Award or its replacement.



## **12. Leave Entitlements**

- 12.1 All leave (sick, recreation etc.) except for extended leave shall be granted and administered in accordance with the relevant provisions of the Conditions Award.
- 12.2 Extended leave entitlements shall be granted and administered in accordance with Schedule 3 of the Act.
- 12.3 All leave will be debited in actual time, replacing the system of debiting multiples of 1/4 days.

## **13. Recreation Leave**

- 13.1 In accordance with the Recreation Leave provisions of the Conditions Award, officers under this Award shall be entitled to recreation leave of 20 working days paid leave per year. Additional recreation leave on full pay accrues to officers indefinitely stationed in a remote area at the rate of 5 working days per year.
- 13.2 At least two consecutive weeks of recreation leave shall be taken every 12 months, as specified in the Conditions Award, except by written agreement with the Division Head in special circumstances.
- 13.3 Permanent part-time officers shall be entitled to pro rata recreation leave calculated in accordance with the proportion of full time officers' hours they work.

## **14. Annual Leave Loading**

- 14.1 Annual Leave loading payable to officers under this Award shall be paid and administered in accordance with the provisions of the Annual Leave Loading clause in the Conditions Award.

## **15. Allowance for Temporary Assignment**

- 15.1 Subject to this clause, an officer who is required to perform duties in a higher roles from time to time shall, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher roles be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher roles
- 15.2 This higher duties allowance shall not be paid unless the officer has performed the duties of the higher roles for five complete and consecutive working days or more.

## **16. Performance Agreement**

- 16.1 All officers shall enter into a performance agreement with CSNSW.
- 16.2 Officers who have not met the targets in a performance agreement shall be counselled by the Division Head with the aim of developing a detailed developmental program to enable the officer to satisfactorily participate in planning of workplace performance and self-development.
- 16.3 The parties recognise that the Division Head, as part of a developmental program, may transfer an officer. The purpose of such a transfer is to assist an officer in his or her work performance and self-development and shall be arranged in consultation with the officer.

## **17. Motor Vehicles**

- 17.1 Officers occupying roles under this Award may sublease vehicles from CSNSW in accordance with the arrangements in place for officers employed within the Senior Executive Service as contained in Premier's Directions in force at the time of the making of this Award and any variations made to these provisions thereafter. These arrangements are contained in CSNSW's Transport Policy and Procedure Manual.
- 17.2 Officers who do not elect to sublease a vehicle under subclause 17.1 of this clause and who are required to undertake on-call duties may have access to a pool vehicle for the performance of those CSNSW

duties. Use of a pool vehicle under this subclause must be subject to the approval of the officer's supervisor.

### **18. Permanent Part-Time**

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

### **19. Professional Conduct**

- 19.1 Corporate Plan: Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives expressed in the CSNSW Corporate Plan.
- 19.2 Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability by complying with the CSNSW Guide to Conduct and Ethics in the performance of their duties. All officers shall be professional in their conduct with the public, other staff members and inmates.
- 19.3 Dress Policy: Officers shall comply with the requirements of the CSNSW Dress Policy, shall ensure their dress and grooming is of the highest standard and shall wear and display CSNSW's name tags. Officers are responsible for ensuring that all staff under their supervision comply with the CSNSW Dress Policy.
- 19.4 Officers shall have a thorough knowledge of and practice of the management of Case Management Principles, as defined by CSNSW's policy and procedures, and shall diligently perform the duties required to implement them. All officers shall participate in the oversight and implementation of Case Management.

### **20. Equality of Employment and Elimination of Discrimination**

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

### **21. Harassment Free Workplace**

- 21.1 CSNSW is committed to ensuring that officers work in an environment free of harassment. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 21.2 Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant.
- 21.3 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by CSNSW or the Association.
- 21.4 Officers at all levels shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 21.5 All officers are required to refrain from perpetuating, or being party to, any form of harassment.
- 21.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the relevant legislation.

## 22. Anti-Discrimination

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

### NOTES -

- (a) Employers and 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."

## 23. Work Health and Safety

- 23.1 At all times officers shall comply with the Work Health and Safety Act 2011 and Regulation.
- 23.2 The parties are committed to maintaining an accident-free and healthy workplace through:
- 23.2.1 Implementation of appropriate health and safety procedures.
- 23.2.2 Appropriate management and risk assessment practices.
- 23.2.3 The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare.
- 23.2.4 Management and officer participation on Health and Safety Committees.
- 23.3 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the *Work Health Safety Act 2011* and Regulation.

## 24. Flexible Working and Operational Arrangements

- 24.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career break scheme, part year employment and variable leave employment as contained in the Flexible Work Practices Policy and Guidelines issued by the then Public Employment Office in October 1995.
- 24.2 Community Consultative Committee: A Community Consultative Committee shall be established at each correctional centre. This committee shall meet on a regular basis and shall comprise representatives from all appropriate groups. General Managers are responsible for ensuring the Community Consultative Communities meet and operate within CSNSW guidelines.
- 24.3 Local Management Board: A Local Management Board shall be established at each correctional centre covered by this Award to provide advice regarding the operation and routines of each correctional centre. Elected representatives of the Vocational Branches of the Association as appropriate and representatives from Community Offender Services shall be allocated roles on Local Management Boards.
- 24.4 All officers occupying roles under this Award shall be on-call as required by their supervising officer and shall be able to respond to unanticipated circumstances in a prompt and reliable manner. An on-call allowance shall not be paid.
- 24.5 General Managers shall regularly inspect the correctional centres and workplaces under their responsibility. It is expected that each location shall be visited twice per month or more often if required by the officer's supervisor. All shifts operating at each location shall be included regularly as part of the inspection. Reports of these inspections shall be submitted to senior management as part of the monthly reporting requirements as contained in CSNSW's policy and procedures.
- 24.6 General Managers and Managers Security shall be on duty at the Correctional Centre on two weekends per month and shall have weekdays off as part of the annualised salary package. These days off must be in accordance with operational requirements and must be approved by the officer's supervisor.
- 24.7 Directed duties: The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.
- 24.8 Any direction made pursuant to this clause shall be consistent with security requirements, as assessed by the General Manager or most senior officer available at that time, and CSNSW's obligation to provide a safe and healthy work environment.

## 25. Deduction of Association Membership Fees

- 25.1 The Association shall provide CSNSW with a schedule setting out the Association's fortnightly membership fees payable by members of the Association in accordance with the Association rules.
- 25.2 The Association shall advise CSNSW of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of the Association fortnightly membership fees payable shall be provided to CSNSW at least 28 days in advance of the variation taking effect.
- 25.3 Subject to subclauses 25.1 and 25.2 of this clause CSNSW shall deduct the Association's fortnightly membership fees from the salary of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised CSNSW to make such deduction.
- 25.4 Monies so deducted from the officer's salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officers' membership accounts.

- 25.5 Unless other arrangements are agreed to by CSNSW and the Association, all Association membership fees shall be deducted by CSNSW on a fortnightly basis.

## 26. Grievance and Dispute Resolution Procedures

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

- 26.2 Grievances shall be handled in accordance with the CSNSW's Grievance Management Policy and Guidelines. A grievance may be defined as:

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

- (a) harassment and/or discrimination on the basis of sex, race, marital status, disability, sexual preference or age; or
  - (b) interpersonal conflict at work, including supervisor, officer and co-worker conflicts; or
  - (c) unfair allocation of development opportunities; or
  - (d) lack of communication of work-related information; or
  - (e) a difficulty concerning the interpretation or application of a CSNSW's policy or procedure.
- 26.3 Where a matter does not fall within the definition of a grievance it shall be regarded as a dispute. A dispute may be defined as:

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

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

- 26.5 A dispute shall be dealt with in accordance with the following procedures:

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

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

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

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

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

The parties agree to exhaust the conciliation process before considering Step 6. The parties agree not to deliberately frustrate or delay these procedures.

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

- 26.6 Each of the steps will be followed within a reasonable time frame having regard for the nature of the dispute.
- 26.7 While the parties are attempting to resolve the grievance/dispute, the parties shall continue to work in accordance with this Award and their contract of employment unless the staff member has a reasonable concern about an imminent risk to his or her safety. Subject to the Work Health and Safety Act 2011, even if the staff member has a reasonable concern about an imminent risk to his or her health or safety, the staff member must not unreasonably fail to comply with a direction from management to perform other available work, whether at the same correctional centre or another workplace, that is safe and appropriate for the staff member to perform.

### **27. No Further Claims**

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

### **28. General**

- 28.1 Nothing in this Award shall be construed as restricting the Division Head to alter the duties of any roles or to abolish any roles covered by this Award.

### **29. Savings of Rights**

- 29.1 Should there be a variation to the Crown Employees (Public Sector - Salaries 2016) Award or its replacement, during the term of this Award, by way of a general salary increase, this Award shall be varied to give effect to any such increase.

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

- 31.1 This Award shall apply to all officers as defined in clause 10, Ranking Structure of this Award.
- 31.2 This award is made following a review under Section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (General Managers, Superintendents, Manager Security and Deputy Superintendents, Department of Justice – Corrective Services NSW) Award 2009 published 17 August 2012 (374 I.G.34).

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 2 August 2016.

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

**PART B****SCHEDULE 1****Annualised Salary Package**

## 1.1 Annualised Salary

Rank	Annualised Salary from the first full pay period on or after 1 July 2016 \$
General Manager	184,295
Superintendent	169,103
Manager Security	155,478
Deputy Superintendent	144,842

1.2 The above salaries are annualised. All incidents of employment except as otherwise expressly contained in this Award are included within the annualised salary.

**SCHEDULE 2****Other Allowances**

2.1	Hosiery	\$240.00 per annum	Subclause 11.2
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J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (GENERAL STAFF - SALARIES) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00005787)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD****1. Arrangement**

## PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Hours of Work
5.	Transition Arrangements
6.	Grievance and Dispute Settling Procedure
7.	Anti-Discrimination
8.	Salary Sacrifice to Superannuation
9.	Deduction of Union Membership Fees
10.	Area, Incidence and Duration

## PART B

## MONETARY RATES

Schedule A - Classifications and Rates of Pay

**2. Definitions**

In this award:

- (i) "2016 Award" means the Crown Employees (Public Sector - Salaries 2016) Award .
- (ii) "Employee" means and includes any person appointed to or performing the duties of any of the roles covered by this award.
- (iii) "Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "TAFE" means the Technical and Further Education Commission of New South Wales.

**3. Salaries**

- (i) Salaries for classifications covered by this Award are adjusted by the *Crown Employees (Public Sector – Salaries 2016) Award* (or its replacement) and are found in the salary tables attached to that award.
- (ii) The salaries payable are prescribed in the said Part B.



#### **4. Hours of Work**

Employees covered by this award will continue to maintain the existing arrangements regarding hours of work allocated to their classification as determined in their organisation as at the making of this award.

#### **5. Transition Arrangements**

In relation to the classification of Photographer Grade 3 as set out in Schedule A - Classifications and Rates of Pay, of Part B, Monetary Rates, the following transitional arrangements shall apply in relation to existing staff employed within the Arts portfolio as at the making of this award:

Employees currently employed at the maximum rate as a Photographer Grade 2 within the Arts portfolio shall be progressed to the first year rate of Photographer Grade 3 based on their organisation's assessment as to whether all the following criteria apply:

- (i) the employee being at the Photographer Grade 2 level for at least 12 months;
- (ii) work being available (encompassing the criteria for appointment that attaches to the Grade 3 level as set out in Schedule A), and the existence of a Photographer Grade 3 position within the organisation;
- (iii) successful completion of a relevant certificate or degree and/or significant equivalent experience;
- (iv) the employee having used both traditional and digital equipment in their work; and
- (v) the conduct and services of the employee being of a satisfactory standard.

These transitional arrangements will apply in relation to existing employees moving from Grade 2 to Grade 3 Photographer. All future appointments as a Photographer Grade 3 will be based on normal merit selection requirements and the availability of a position at the Grade 3 level.

#### **6. Grievance and Dispute Settling Procedure**

- (i) All grievances and dispute resolution relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department/institute, if required.
- (ii) An employee is required to notify in writing their immediate manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act, 1977) that makes it impractical for the officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Agency Head/Managing Director, TAFE.
- (vi) The Agency Head/Managing Director, TAFE may refer the matter to the Industrial Relations Secretary for consideration.

- (vii) If the matter remains unresolved, the Agency Head/Managing Director, TAFE shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking any action, in relation to the matter.
- (viii) An employee, at any stage, may request to be represented by their union.
- (ix) the employee or the Union on their behalf, or the Agency Head/Managing Director, TAFE may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (x) The employee, union, agency, and Industrial Relations Secretary and/or institute and TAFE shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties. In a case involving work health and safety, if practicable, normal work shall proceed in a manner that avoids any risk to the health and safety of any employee or member of the public.

### 7. Anti-Discrimination

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

### NOTES

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

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

### **8. Salary Sacrifice to Superannuation**

An employee may elect, subject to the agreement of the agency, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2016) Award or any variation or replacement Award.

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

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

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

- (i) This award shall apply to employees employed in the classifications set out in Schedule A - Classifications and Rates of Pay, of Part B, Monetary Rates. The salary rates in the said Schedule A are set in accordance with the 2007 Award and any variation or replacement award.
- (ii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016

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

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

**Schedule A - Classifications and Rates of Pay - General Staff**

Salaries for classifications covered by this Award are adjusted by the *Crown Employees (Public Sector – Salaries 2016) Award* (or its replacement) and are found in the salary tables attached to that award.

Classification and Grades	Common Salary Point	1.7.15 Per annum 2.5% \$
Community Liaison Officer/Aboriginal Community Liaison Officer, Department of Education and Training (DET)	57	66,591
Farm Foreman, DET		
Grade A		
1 <sup>st</sup> year	39	56,548
2 <sup>nd</sup> year	41	57,656
3 <sup>rd</sup> year	43	58,684
Grade B		
1st year	45	59,695
2nd year	47	60,785
3rd year	51	63,008
House Officer, DET		
1st year	34	53,992
2nd year	36	54,983
3rd year	39	56,548
Maintenance Officer, DET		
1st year	24	49,521
2nd - 7th year	25	49,929
8th year	26	50,334
Photographic Assistant, DET		
1st year	22	47,940
2nd year	23	49,039
3rd year	25	49,929
4th year	26	50,334
Matrons and Sub-Matrons, DET		
Matron		
1st year	45	59,695
Thereafter	46	60,154
Sub-Matron		
1st year	39	56,548
Thereafter	40	57,015
Storeman/Attendant, Hurlstone/Yanco Agricultural High School, DET		
1st year	17	45,800
2nd year	18	46,251
3rd year and 4th year	20	47,049
5th year	22	47,940
Technical Assistant (Art, Ceramics, TV Studio)		
Years 1 - 3	32	53,060
Years 4 - 6	34	53,992
Year 7	35	54,429

Assistant, Dept of Infrastructure Planning and Natural Resources (DIPNR)		
Junior - under 17 (50% of Grade 1, Yr 1)		23,125
Aged 17 (60% of Grade 1, Yr 1)		27,750
Aged 18 (70% of Grade 1, Yr 1)		32,375
Aged 19 (80% of Grade 1, Yr 1)		37,000
Aged 20 (90% of Grade 1, Yr)		41,626
Grade 1		
1st year	18	46,251
2nd year	22	47,940
3rd year	25	49,929
4th year	29	51,694
5th year	32	53,060
Grade 2		
1st year	34	53,992
2nd year	36	54,983
3rd year	37	55,509
4th year	39	56,548
Grade 3		
1st year	46	60,154
2nd year	52	63,649
Field Services Staff, DIPNR		
Field Supervisor		
1st year	48	61,290
2nd year	51	63,008
3rd year	53	64,193
4th year	55	65,396
5th year	58	67,248
Field Service Manager, Years 1-3 only		
Other locations (not specified)		
1st year	66	72,890
2nd year	67	73,635
3rd year	69	75,025
Specific locations Years 1-4 (Bathurst, Cooma, Glennies Creek, Gosford, Goulburn, Henty, Inverell, Lithgow, Manilla (f.s.), Moss Vale, Nowra, Newcastle, Parkes, Cowra RC, Parramatta, Penrith, Scone, Singleton, Wellington, Braidwood (cons.), Murwillumbah, Coffs Harbour, Kempsey, Grafton, Queanbeyan, Gunnedah RC.		
4th year	75	79,384
Regional Field Services Manager	83	85,928
Overseers, DIPNR		
Grade 1 (ex Dept of Water Resources only)	60	68,582
Grade II	61	69,276
Grade III	65	72,039
Grade IV	73	77,973
Grade V	77	80,945
Plant Managers, DIPNR		
Grade 1 (Workshop Supervisors, Goulburn, Inverell, Scone & Wagga Wagga)	65	72,039
Grade 2 (Workshop Manager, Wellington & Fleet Managers, Tamworth & Wagga Wagga)		
Year 1	69	75,025
Year 2	70	75,766
Assistant Education Officers,	43	58,684

Powerhouse Museum	47	60,785
House Officer, Powerhouse Museum	43	58,684
Museum Officer, Powerhouse Museum	44	59,120
	18	46,251
	19	46,654
	20	47,049
	21	47,497
	23	49,039
Photographer - Grade 1 - Years 1-3 (various agencies)		
1st year	39	56,548
2nd year	41	57,656
3rd year	43	58,684
Grade 2*		
1st year	49	61,921
2nd year	51	63,008
*Progression from Photographer Grade 1 to Photographer Grade 2 (see Sch A of award)		
Photographers Grade 3** Years 1-3		
1st year	63	70,751
2nd year	65	72,039
3rd year	69	75,025
**Grade 3 requirements in Sch A of award		
Photographic Assistant	22	47,940
	23	49,039
	25	49,929
	26	50,334
Preparator - Grade 1, Powerhouse Museum Years 1-3	45	59,695
	48	61,290
	51	63,008
Grade II - Years 1-2	55	65,396
	59	67,951
Senior Preparator, Powerhouse Museum	63	70,751
	65	72,039
Stores Officer, Powerhouse Museum Grade 1		52,551
	31	53,490
Grade 2	33	53,992
	34	54,429
Grade 3	35	54,983
	36	55,509
Grade 4	37	56,548
	39	57,656
Transport Officer, Powerhouse Museum	41	60,785
	47	61,921
Field Assistant, Dept of Mineral Resources	49	52,551
	26	50,334
Year 2	28	51,168
Year 3	31	52,551
Year 4	32	53,060
Year 5	34	53,992
Regional Mining Officer, Dept of Mineral Resources	58	67,248
	61	69,276
	64	71,438
	67	73,635
Regional Mining Officer, Lightning Ridge,	75	79,384

Dept of Mineral Resources	79	82,542	
	82	85,098	
	85	87,591	
Craftsman/Framer, Art Gallery	32	53,060	
Gallery Services Officer, Art Gallery	18	46,251	
	20	47,049	
Supervisor, Gallery Services Officers Art Gallery -	23	49,039	
Senior Gallery Services Officer	43	58,684	
	45	59,695	
	47	60,785	
	49	61,921	
Installation Officer, Art Gallery	26	50,334	
	29	51,694	
	32	53,060	
Senior Installation Officer, Art Gallery	32	53,060	
	35	54,429	
Display Technician, Art Gallery Grade 1	45	59,695	
	48	61,290	
	51	63,008	
Grade 2	55	65,396	
	59	67,951	
Senior Display Technician	63	70,751	
	65	72,039	
Bar Manager, Police Academy	34	53,992	
Building Manager, NSW Police	60	68,582	
	61	69,276	
	63	70,751	
Driving Instructor, NSW Police College	68	74,174	
	69	75,025	
	72	77,174	
General Assistant, NSW Police College	19	46,654	
	20	47,049	
	22	47,940	
	23	49,039	
	25	49,929	
Groom, Mounted Police	16	44,675	
	18	46,251	
Maintenance Attendant, Goulburn Police College	22	47,940	
Senior Basement Attendant, Police Headquarters	29	51,694	
	31	52,551	
	32	53,060	
	34	53,992	
Storeman/Attendant, Police Headquarters	17	45,800	
Uniform Fitter and Advisory Officer, NSW Police	37	55,509	
Police Armourer	Year 1	51	63,008
	Year 2	55	65,396
	Year 3	58	67,248
	Year 4	59	67,951
General Assistant, State Library	23	49,039	
Photographic Operator, State Library	23	49,039	

	26	50,334
Museum Assistant, Historic Houses Trust Grade 1 Years 1 to 4	20 21 25 27	47,049 47,497 49,929 50,739
Grade 2, Years 1 to 5	30 31 34 35 36	52,136 52,551 53,992 54,429 54,983
Museum Guide, Historic Houses Trust Years 1 to 6	28 30 32 34 36 39	51,168 52,136 53,060 53,992 54,983 56,548
Chief Guide, Historic Houses Trust	48 51	61,290 63,008
Entrance Attendant, Royal Botanic Gardens	30	52,136
Herbarium Assistants, Royal Botanic Gardens Grade 1	18 22 25 29 32	46,251 47,940 49,929 51,694 53,060
Grade 2	34 36 37 39	53,992 54,983 55,509 56,548
Centre Supervisor, State Sports Centre	37 (+10% all purpose allow.)	55,509
Centre Supervisor, State Sports Centre	40	57,015
Events Technical Officer, State Sports Centre	58	67,248
Maintenance Officer, State Sports Centre	55	65,396
Facilities Manager, State Sports Centre	111	113,324
Assistant Facilities Manager, State Sports Centre	67	73,635
General Assistant, WorkCover	19 20 22 23 25	46,654 47,049 47,940 49,039 49,929
Day Attendant, Australian Museum	18 19 20 21 23	46,251 46,654 47,049 47,497 49,039
Preparator, Australian Museum Assistant Preparator (55)	29 34 39 43	51,694 53,992 56,548 58,684
Cadet Preparator (56)	21 25	47,497 49,929
Chief Preparator	82 84	85,098 86,684
Preparator (57) Grade I	46	60,154



	49	61,921
	52	63,649
Grade II	56	66,009
	60	68,582
Senior Preparator	63	70,751
	65	72,039
Cleaner/Messenger/Courtkeeper, Sheriff's Office, Attorney-General's Dept	30	52,136
Courtkeeper and Cleaner, Darlinghurst, Attorney-General's Dept	27	50,739
Courtkeeper/Cleaner and Messenger, Bathurst, Attorney-General's Dept	25	49,929
Courtkeeper/Cleaner and Messenger, Queanbeyan (Local Court), Attorney- General's Dept	25	49,929
Security Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	17	45,800
	18	46,251
	20	47,049
	22	47,940
Basement Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	23	49,039
Property Inspector, Public Trust Office	64	71,438
	67	73,635
	69	75,025
	73	77,973

J. D. STANTON, Commissioner

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## **CROWN EMPLOYEES (HEALTH CARE COMPLAINTS COMMISSION, MEDICAL ADVISERS) AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), Industrial Organisation of Employees.

(Case No. 2016/00285237)

Before Commissioner Tabbaa

29 September 2016

### **AWARD**

#### **Arrangement**

#### **PART A**

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Salaries and Progression
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
6.	Employment Arrangements
7.	Leave Arrangements
8.	Personal/Carer's Leave
9.	Deduction of Union Membership Fees
10.	Grievance and Dispute Resolution Procedures
11.	Anti-Discrimination
12.	No Further Claims
13.	Area, Incidence and Duration

#### **PART B**

#### **MONETARY RATES**

Table 1 - Salaries

#### **PART A**

##### **1. Title**

This Award shall be known as the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award 2016.

##### **2. Parties**

This award is made between the Director of Public Employment, the Health Care Complaints Commission and the Australian Salaried Medical Officers' Federation (New South Wales).

##### **3. Definitions**

"Award" means the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award 2016.

"Department Head" means the Commissioner of the Office of the Health Care Complaints Commission (HCCC).

"Director of Public Employment" or "DPE" means the office established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

"Federation" or "union" means the Australian Salaried Medical Officers' Federation (New South Wales).

"Medical Adviser" means and includes all persons employed as a Medical Adviser by the HCCC whether employed on a full time or part time basis.

"Agency" or "Department" means the Office of the Health Care Complaints Commission (HCCC).

#### **4. Salaries and Progression**

- 4.1 Hourly rates of pay for Medical Advisers employed by HCCC are as provided in Table 1 - Salaries, of Part B, Monetary Rates.
- 4.2 The hourly rate is payable for all time worked in accordance with clause 6.
- 4.3 Payment of Overtime - additional compensation for overtime and on-call or recall duty is not payable under this Award.
- 4.4 Progression to a higher level is subject to 12 months satisfactory conduct, performance and attendance and the approval of the Commissioner.

#### **5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- 5.1 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 Department or agency's convenience; and
  - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 5.7
- 5.2 For the purposes of this clause:
  - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 4, Salaries and Progression, and outlined in 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.
- 5.3 By mutual agreement with the DPE, 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 DPE; and
  - (b) an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- 5.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 5.5 The agreement shall be known as a Salary Packaging Agreement.
- 5.6 Except in accordance with subclause 5.7, 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 Agency at the time of signing the Salary Packaging Agreement.
- 5.7 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:
- (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.
- 5.8 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.
- 5.9 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 employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 5.10 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 5.9 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.
- 5.11 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 4, Salaries and Progression, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 5.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.

- 5.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

## **6. Employment Arrangements**

- 6.1 A standard day is 7 hours per day.
- 6.2 Generally Medical Advisers may work their agreed hours between the hours of 7.00 am and 6.00 pm Monday to Friday. In exceptions, work may be performed outside these hours, but will be remunerated at the hourly rate.
- 6.3 Medical Advisers, in agreement with the Commissioner, may nominate the commencing and concluding times of their agreed hours.
- 6.4 A lunch break of at least 30 minutes must be taken after 5 hours continuous work.
- 6.5 Part-time Work - The provision for part-time work as prescribed by the Agency's Flexible Work Practices Policy will apply to Medical Advisers employed under this award.
- 6.6 Private Practice - Medical Advisers may engage in private practice outside their agreed working hours. For Medical Advisers working full time hours, private practice is to be considered as second or other employment and the employees are to obtain permission from their employer pursuant to section 59 of the Public Sector Employment and Management Act 2002.
- 6.7 In accordance with the HCCC's Code of Conduct, there shall be no conflict or incompatibility between personal interests and the impartial fulfilment of public or professional duty. Any private work with or for any person or body with an interest in a proposed or current contract with the HCCC must be disclosed to the Commissioner.

## **7. Leave Arrangements**

The leave provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009, as amended from time to time, apply to Medical Advisers covered by this award.

- 7.1 Medical Advisers will be paid for public holidays or leave taken on days specified as their agreed day of work or a day when they are requested to work.
- 7.2 Part-time Medical Advisers accrue recreation leave on a pro rata basis.
- 7.3 A loading of 1/12th of the hourly rate will apply to payment for additional hours worked in excess of the normal weekly agreed hours.

## **8. Personal/Carer's Leave**

The provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009, as amended from time to time, shall apply.

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

- 9.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 9.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

- 9.3 Subject to 9.1 and 9.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer in writing to make such deductions.
- 9.4 Monies so deducted from the 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.
- 9.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 9.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **10. Grievance and Dispute Resolution**

- 10.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 10.2 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.
- 10.3 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 Medical Adviser to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 10.4 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to their attention.
- 10.5 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 Department Head.
- 10.6 The Department Head may refer the matter to the DPE for consideration.
- 10.7 If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 10.8 A staff member, at any stage, may request to be represented by their union.
- 10.9 Any of the parties may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 10.10 The staff member, union, department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 10.11 Whilst the procedures outlined in clauses 10.1 to 10.10 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.

### 11. Anti Discrimination

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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."

### 12. No Further Claims

- 12.1 During the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 12.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

### 13. Area, Incidence and Duration

- 13.1 This award shall apply to all classifications contained herein.
- 13.2 The employees covered by this award are employed in terms of the *Public Sector Employment & Management Act 2002*, and to the extent that this award is silent, will be covered by the provisions of that Act and associated Regulations and the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied.

- 13.3 This award rescinds and replaces the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award 2012 published 5 October 2012 (374 I.G. 1287), as varied.
- 13.4 This Award will take effect from 1 October 2016. The Award will remain in force for the period to 30 September 2017 or until varied or rescinded in accordance with the provisions of *Industrial Relations Act 1996*.

## PART B

### MONETARY RATES

Table 1 - Salaries

Medical Adviser	1 October 2016 2.5% Per hour \$
Level 1	121.89
Level 2	130.90
Level 3	139.92

I. TABBAA, Commissioner

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**CROWN EMPLOYEES (HOME CARE SERVICE OF NEW SOUTH WALES - ADMINISTRATIVE STAFF) AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006292)

Before Commissioner Stanton

28 September 2016

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Home Care Service of New South Wales - Administrative Staff) Award 2012 published 10 August 2012 (373 I.G. 1268) as varied, be rescinded on and from 28 September 2016.

J. D. STANTON, Commissioner

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## **CROWN EMPLOYEES (JENOLAN CAVES RESERVE TRUST) SALARIES AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007055)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **1. Arrangement**

1. Arrangement
2. Title of Award
3. Definitions
4. Parties
5. Intentions
6. Salaries
7. Loadings
8. Allowances
9. Hours
10. Rosters - Visitor Services Employees
11. Shift Work - Visitor Services Employees
12. Rest Breaks
13. Temporary Employees
14. Casual Employment
- 14A. School Based Apprentices
15. Overtime
16. Assignments
17. Consultation
18. Grievance Procedures
19. Anti-Discrimination
20. Association Subscriptions
21. Savings
22. Area, Incidence and Duration

SCHEDULE A - BASE SALARY LEVELS

SCHEDULE B - COMPETENCY LEVELS

SCHEDULE C - LOADINGS

SUPPLEMENTARY SCHEDULE C1

SUPPLEMENTARY SCHEDULE C2

SCHEDULE D - CASH ALLOWANCES

SCHEDULE E - OTHER CASUAL ENTITLEMENTS

#### **2. Title of Award**

This Award shall be known as the Crown Employees (Jenolan Caves Reserve Trust) Salaries Award 2016.

### 3. Definitions

"Trust" shall mean the Jenolan Caves Reserve Trust, constituted under the Government Sector Employment Act 2013.

"Employee" shall mean any person engaged to work for the Jenolan Caves Reserve Trust, under the provisions of the Government Sector Employment Act 2013.

"Temporary Employee" shall mean a person who is engaged for a period of time to undertake a specific task and/or is required to regularly work a number of ordinary hours each week.

"Casual Employee" shall mean a person engaged and paid as such, where leave benefits do not accrue but are recognised in an enhanced rate of pay.

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

"Union" shall mean The Australian Workers' Union, New South Wales, the Electrical Trades Union of Australia, New South Wales Branch, the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, and the Construction, Forestry, Mining and Energy Union, New South Wales Branch.

"Administrative Service Employees" shall mean all persons employed to provide administrative, technical, resource and management services for the Trust, who are employed to work on a 35-hour a week basis.

"Visitor Services Employees" shall mean all persons employed to directly provide for the maintenance or interpretation of the Karst Reserve to the public, who are employed to work on a 38-hour a week basis.

"Director" shall mean the General Manager of the Jenolan Caves Reserve Trust.

"Base Rate" shall mean the rates of pay as set out in Schedule A.

### 4. Parties

This Award has been entered into by the Jenolan Caves Reserve Trust of the one part and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (hereinafter referred to as the "Association") representing all employees not employed as maintenance officers or tradespersons, the Australian Workers' Union, New South Wales, the Electrical Trades Union of Australia, New South Wales Branch, the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, and the Construction, Forestry, Mining and Energy Union, New South Wales Branch (hereinafter referred to as the "unions") representing labourers and tradespersons, of the other part.

### 5. Intentions

5.1 It is the intention of the parties that the Award will partially regulate the terms and conditions of employment of employees, through the consolidation and annualisation of wages and salaries.

5.2 The annualisation of payments to employees involves the consolidation of payments for:

- (a) penalty rates for working weekends (including Saturdays and Sundays) and public holidays per year;
- (b) shift allowances and various trades allowances;
- (c) annual leave loading.

5.3 The parties to this Award agree that the Award will provide for improved efficiencies as set out in Schedule F in the operation, maintenance and display of caves in the Reserve, while creating a better

paid and more interesting working environment through training and skills acquisition for employees, while providing a wider range of tasks through opportunities to work in different job classifications.

## 6. Salaries

- 6.1 Salaries shall be those as set out in Schedule A of this Award.
- 6.2 The annual salary in the said Schedule A shall be paid for the purposes of superannuation and all paid leave, except as provided in sub-clause 6.3 of this clause.
- 6.3 Extended leave will be paid at the base rate as set out in Schedule A of the role the employee is occupying at the time the leave is taken.

## 7. Loadings

- 7.1 Visitor Services Employees who work 42 weekends or less shall not be rostered to work more than ten consecutive weekends, unless the employee agrees to do so.
- 7.2 Schedule C of this Award particularises the loadings which, when added to the base rate, shall form the annual salary.
- 7.3 Employees (other than casual employees) referred to in Schedule C1, who agree to work more weekends and public holidays than those prescribed, will be paid penalty rates on the base rate as follows for working on a:
- (a) Saturday - a 50% loading for each additional day worked.
  - (b) Sunday - a 75% loading for each additional day worked.
  - (c) Public holiday - a 150% loading for each additional day worked.
- 7.4 Employees referred to in Schedule C1 who agree to work more weekends and/or public holidays than those prescribed, will be paid an additional loading component with any loading component to which they may already be entitled, on the following bases:

Number of additional ordinary shifts worked on Sundays and/or public holidays in any 12-month period commencing with this Award	Additional Payment
4-10	1/5 of one week's ordinary salary
11-17	2/5 of one week's ordinary salary
18-24	3/5 of one week's ordinary salary
25-31	4/5 of one week's ordinary salary
32 or more	one week's ordinary salary

- 7.5 Where, as a consequence of being on leave without pay, an employee has not worked the number of weekends and/or public holidays prescribed, the employee will have the relevant component to which they may not be entitled deducted from salary on the basis of the table above.
- 7.6 The salary deduction referred to in sub-clause 7.5 shall be commenced in December of each year by the second pay day, and shall not be deducted at a rate greater than five per cent of the employee's gross fortnightly pay.
- 7.7 The additional payment referred to in sub-clauses 7.3 and 7.4 shall be made by the second pay day in December of each year, provided that:
- (a) where the employment of an employee is terminated or that employee retires, the employee shall be entitled to be paid the payment accrued under sub-clauses 7.3 and 7.4 on a pro rata basis from the commencement of the first pay day in December of each year, until the date of termination or retirement; and

- (b) payment shall be at the rate applying as at the date of termination or retirement.

## 8. Allowances

- 8.1 With the exception of allowances listed herein or in Schedule C2 of this Award, all allowances contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall be paid as applicable.
- 8.2 The allowances paid to employees for utilising basic skills, occupying key roles and being "on call" as required, are set out in Schedule C.
- 8.3 A Chokage Allowance, as prescribed by the Crown Employees (Skilled Trades) Award, which is not included for employees in Schedule C2, shall be paid to employees on an incidence basis.

## 9. Hours

### 9.1

- 9.1.1 Flexible Leave - The parties agree that an appropriate level of service be maintained between the hours of 8:30 a.m. and 5:00 p.m. on weekdays.

- 9.1.2 "Ordinary hours of work" shall mean:

- (a) for Administration Services employees, 35 hours per week over a 140-hour, four-week cycle, Monday to Friday; and
- (b) for Visitor Services employees, 38 hours per week over a 152-hour, four-week cycle, Tuesday to Monday.

- 9.1.3 "Bandwidth" shall mean the times of day between which the ordinary hours of work may be carried out. Those hours being the 12 hours between 7:00 a.m. and 7:00 p.m.

- 9.1.4 "Core time" shall mean:

- (a) for Administration Services employees, the period of time when an employee must be on duty, being between the hours of 9:30 a.m. and 3:30 p.m., exclusive of the meal break.
- (b) for Visitor Services employees:
  - (i) for employees employed to provide for the interpretation of the Caves Reserve, 9:30 a.m. to 4:30 p.m., exclusive of a meal break; and
  - (ii) for employees employed to provide for the maintenance of the Caves Reserve infrastructure, a continuous period of a minimum of seven hours, inclusive of the meal break, commencing before 9:30 a.m.

- 9.1.5 The Trust may require an employee to perform duty beyond the hours determined under paragraph 9.1.3 of this clause for employees working a flexible working hours scheme and for employees working a shift, all work performed in excess of 7.6 hours, 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:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
- (b) any risk to employee health and safety;

- (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
  - (d) the notice (if any) given by the Trust regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
  - (e) any other relevant matter.
- 9.1.6 "Meal break" shall mean an employee is entitled to a lunch break between the hours of 11:30 a.m. and 2:30 p.m. of not less than 30 minutes. If the employee wishes to substantially extend the lunch break beyond one hour they must, in agreement with their supervisor, ensure the extension will not prevent an appropriate level of service being maintained.
- 9.1.6.1 For employees conducting tours which are programmed to last more than five hours, or in cases of emergency, causing the tour to last more than five hours, they shall have a period of 30 minutes added to the time recorded as having been worked on that day.
- 9.1.7 At the end of each four-week cycle, a maximum of 10 hours debit or 14 hours credit may be carried into the next four-week cycle. Hours in excess of a credit of 14 hours will be forfeited. Hours in excess of a debit of 10 hours will be debited against accrued annual or extended leave in multiples of one quarter day.
- 9.1.8 An employee may have one full day, plus one half day, or three half days flexible leave in a four-week cycle, with the prior approval of their supervisor.
- 9.1.9 An employee who is unable to take flexible leave in any four-week cycle may "carry over" a leave entitlement of one day or a half day into the next cycle. A maximum of five days' flexible leave may be carried over in this manner into the next cycle.
- 9.1.10 Where flexible leave is carried over, the hours for the flexible leave carried over shall not be included as credit hours for the purpose of paragraph 9.1.6.
- 9.1.11 Accumulated flexible leave, which is carried over, may be taken in a block with the prior approval of the supervisor.
- 9.1.12 All flexible leave is to be taken between Monday and Friday, inclusive, excluding public holidays.
- 9.2 No employee shall be required to work for a period of more than five hours continuously without having a meal break. A morning or afternoon tea break does not breach a continuous period of work.
- 9.2.1 There shall be a paid morning tea break of ten minutes within the five hours of commencing work. An afternoon tea break may be taken during the afternoon in the course of the employees continuing their normal duties.
- 9.3 Employees will be provided with four clear rest days in each two-week period.

## **10. Rosters - Visitor Services Employees**

- 10.1 For roster purposes, the work week shall be Tuesday to Monday, inclusive.
- 10.2 "Roster" shall mean a written list of days of the week on which employees are required to work. This list includes the time of day on which an employee is required to commence duties.
- 10.3 "Daily Work Program" shall mean the allocation of duties to be carried out by employees on a daily basis, including a specified meal break.

- 10.4 "Usual Work Hours" shall mean a period of 7.6 consecutive hours from the prescribed starting time worked on any one day, which is exclusive of the meal break.
- 10.5 The two-week roster of shifts for Visitor Services employees will have regard to the needs of the Trust, employees and provision of services to customers.
- 10.6 There shall be a specified meal break of not less than 30 minutes. Such meal break shall be taken no later than five hours after the commencement of work.
- 10.7 A two-week work roster of shifts and days should be set in writing and displayed at least two weeks before the roster period starts.
- 10.8 Where the two-week roster referred to above is not set in writing and displayed at least two weeks before the roster period starts, agreement on the details of the work roster will be reached between the employees and management of a work area prior to it being finalised in writing and displayed.
- 10.9 A roster of shifts may be varied at any time by mutual consent or in exceptional circumstances on 12 hours' notice, if rendered necessary by the absence of employees from duty or shortage of employees, or emergency circumstances involving rescue or disaster or short notice tour bookings.
- 10.10 Rosters shall be designed so as to allow for a break of a minimum of ten consecutive hours between the finish and commencement of ordinary work hours.
- 10.11 Permanent changes to the annual pattern of rosters for an employee, or a specific job not covered by the provisions of this Award, will be done in accordance with the consultative procedure with the Association/union and the members concerned, prior to implementation.
- 10.12
- 10.12.1 For ongoing and temporary Guides, the maximum number of cave inspections shall be 132 in any eight- week period, up to a maximum of four per day.
- 10.12.2 This may include showing up to four caves in a day, except that a Guide will not be required (unless by agreement with the Guide) to show more than two two-hour or three-hour adventure tours or more than two River, Jubilee or extended tours, or three Lucas tours in one day.
- 10.13 For the purpose of designing the daily work program, the time taken for group preparation is to be included in the allocated time to conduct an adventure tour.
- 10.14 No employee will spend more than 1,000 hours underground in any period 1 April - 31 March. This amount may be varied by agreement between the parties.

## **11. Shift Work - Visitor Services Employees**

- 11.1 "Shift" shall mean a work period of 7.6 hours which an employee is rostered to work, which commences at or after 10:00 a.m. on a working day.
- 11.2 The number of shifts listed in Schedule C2 shall be rostered on an annual basis and are included in the annual salary for the purposes of this Award.
- 11.3 Employees rostered to work a shift shall have a lunch period of one hour.
- 11.4 Employees rostered to work a shift shall not be able to utilise flexible work hours arrangements while working that shift.
- 11.5 Shift starting and finishing times and meal breaks shall be strictly adhered to.

11.6 For the purposes of this clause, employees shall be paid the following allowance once they work a shift (in the case of employees referred to in sub-clause 11.2, a shift in excess of the number of shifts specified therein).

Shift	Commencing Time	Payment for Shift in Addition to Base Rate
Day	At or after 6:00 a.m. and before 10:00 a.m.	Nil
Afternoon (early)	At or after 10:00 a.m. and before 1:00 p.m.	10%
Afternoon (late)	At or after 1:00 p.m. and before 4:00 p.m.	12.5%
Night	At or after 4:00 p.m. and before 4:00 a.m.	15%
Night	At or after 4:00 a.m. and before 6:00 a.m.	10%

11.7 Where employees are engaged on shift work, they shall be rostered on a rotating basis.

11.8 Provided that shift allowances for employees referred to in sub-clause 11.6 shall not be paid in respect of work done at weekends or on public holidays.

### 12. Rest Breaks

12.1 There shall be a break of at least ten consecutive hours between employees' ordinary shifts.

12.2 Employees required to continue to work after rostered finishing times are required to have a rest break of at least ten consecutive hours before commencing work, and to be paid for any ordinary working time occurring during such absence.

12.3 Where employees are directed to commence work without having their required rest break, they will be paid overtime rates until they are released from duty for the ten-hour period, and shall be entitled to be absent until the employee has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

### 13. Temporary Employees

Where an employee remains available for further ongoing temporary employment with the Trust, the Trust shall preserve their accumulated leave entitlement with the Trust and carry it over to the next period of employment, on an annual basis.

### 14. Casual Employment

14.1 Casual employees will be paid fortnightly, or at the termination of employment, whichever is the earlier, for the hours worked.

14.2 The casual hourly rate shall be determined by adding 20 per cent to the base hourly rate.

14.3 The base hourly rate will be determined by the following formulae:

$$\frac{\text{Base Rate}}{1} \times \frac{5}{260.8929} \times \frac{1}{\text{Number of ordinary hours of work per week}}$$

14.4 The rate of pay for casual employees shall be, for work:

Monday to Friday.	The casual hourly rate
Saturday	The casual hourly rate + 50 per cent
Sunday	The casual hourly rate + 75 per cent
Public Holidays	The casual hourly rate + 150 per cent

14.5 Assignment to a higher starting salary point within a salary scale, other than the base grade Year 1, may be determined by the Director, following assessment of the successful applicant's educational qualifications, work experience in a related field and/or relevant skill level and competencies in respect of the role to which they are assigned.



- 14.6 The loading payable to casuals is in lieu of all leave entitlements.
- 14.7 Casual visitor services employees are entitled to be paid overtime for time worked in excess of ten hours per day.
- 14.8 Overtime payments are calculated on the base hourly rate referred to in sub-clause 14.3.
- 14.9 Casual employees shall be engaged for a minimum of three consecutive hours.
- 14.10 Casual employees shall not be entitled to flexible leave arrangements.
- 14.11 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 paragraph 12(iv)(d);
  - (b) Personal Carer's entitlement in accordance with sub-clause 12(v); and
  - (c) Bereavement entitlement in accordance with sub-clause 12(vi).

#### **14A. School Based Apprentices**

##### 14A.1 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.

##### 14A.2 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 (a) of this sub-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.

##### 14A.3 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.

##### 14A.4 Conversion from a school based apprentice to a full-time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

##### 14A.5 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.

## 15. Overtime

### 15.1 Definitions

15.1.1 "Overtime" shall mean:

- (a) for employees working a flexible working hours scheme, all time worked outside the flexible hours bandwidth or all time worked within the flexible hours bandwidth in excess of ten hours per day where such work is at the direction of the Trust; and
- (b) for employees working a shift, all work performed in excess of 7.6 hours where such excess work is at the direction of the Trust.

15.2 An employee may be directed by the Trust to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
- (b) any risk to employee health and safety;
- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
- (d) the notice (if any) given by the Trust regarding the working of the overtime, and by the employee of their intention to refuse overtime; or
- (e) any other relevant matter.

15.3 Rates - Overtime, when worked on the days prescribed, shall be paid for at the following rates:

- (a) for all overtime worked 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 until relieved from duty;
- (b) for all overtime worked on a Saturday, at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- (c) for all overtime worked on a Sunday, at the rate of double time; and
- (d) for all overtime worked on a public holiday, at the rate of double time and one-half, i.e. ordinary rates and one-half in addition to salary.

Provided that:

- (i) Overtime rates are not paid for meal times.
- (ii) An employee receiving a salary in excess of the salary of a Level 6 as above, shall only receive overtime payments calculated on the basis of the salary of a 1st year rate of Level 6.
- (iii) 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 base rate as prescribed by this Award.

### 15.4 Call Back

- (a) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three hours' work at the appropriate overtime rates.
- (b) The employee shall not be required to work the full three hours if the job can be completed within a shorter period.
- (c) When an employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call-out period, payment shall be calculated from the commencement of the first recall, until either the end of duty or three hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- (d) When an employee returns to the place of work on a second or subsequent occasion and a period of three hours has elapsed since the employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods, with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.

Where overtime actually worked because of a call out(s) totals less than three hours between the prescribed finishing time and prescribed starting time, shall not be regarded as time worked for the purposes of clause 12 - Rest Breaks, where the actual time worked is less than three hours.

#### 15.5 Calculation

- (a) Overtime shall not be paid for periods of less than one quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates shall be:

$$\frac{\text{Base Rate}}{1} \times \frac{5}{260.8929} \times \frac{1}{\text{Number of ordinary hours of work per week}}$$

#### 15.6 Meal Allowance

- (a) An employee, whether entitled to payment of overtime or not, who properly and reasonably incurs expenses in obtaining a meal, shall be paid the relevant meal allowance in accordance with the overtime meal allowances in Part B, Monetary Rates, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009:
  - (i) for breakfast when, without 12 hours' notice, required to commence work at or before 6:00 a.m. and at least one hour before the prescribed starting time; and
  - (ii) for an evening meal
    - (1) in the case of an employee not working under a flexible working hours' scheme who is required to work beyond 6:00 p.m. and for at least 1.5 hours after the prescribed ceasing time; or
    - (2) in the case of an employee working under a flexible working hours' scheme who is required to work beyond 6:00 p.m. and beyond the prescribed ceasing time
- (b) An employee required to work overtime on a Saturday, Sunday or public holiday:
  - (i) in the case of an employee whose starting time is not later than 8:30 a.m. and who is required to work until or beyond 1:30 p.m.; or

- (ii) in the case of an employee whose starting time is later than 8:30 a.m. and who is required to work until or beyond 2:00 p.m.
  - (c) An employee shall not be entitled to the allowances prescribed under this clause unless the performance of the work concerned at the time at which it was performed was necessary.
- 15.7 Adjustment of Allowances - Where an allowance under sub-clause 15.6 - Meal Allowance, is insufficient to adequately reimburse the officer for expenses properly and reasonably incurred, a further allowance may be paid so as to reimburse the officer or employee for the additional expenses incurred.

## **16. Assignments**

- 16.1 Assignments to a role will be in accordance with the provisions of the Government Sector Employment Act 2013, in as much as it applies to employees of the Trust.
- 16.2 Assignment to the salary scales will be in accordance with Schedule B of this Award.
- 16.3 Assignment to a higher starting salary point within a salary scale, other than Year 1, may be determined by the General Manager, following assessment of the successful applicant's educational qualifications, work experience in a related field and/or relevant skill level and competencies in respect of the role to which they are appointed.

## **17. Consultation**

- 17.1 Consultative Arrangements - The Trust, Association and Unions agree to continued consultation to ensure the implementation of flexible work patterns with the view to achieving world best practice, efficiency and increased job satisfaction.
- 17.2 Joint Consultative Committee
- 17.2.1 A Joint Consultative Committee shall be established comprising the Trust, the Association and the Unions for the purpose of facilitating a constructive exchange of information, to monitor the impact of this Award and survey any difficulties which may arise from its implementation.
- 17.2.2 The Joint Consultative Committee shall be comprised of the Trust's General Manager and up to four additional management representatives, and up to six representatives (employees and elected members) of the Association/Unions.
- 17.2.3 The Joint Consultative Committee will also consider workplace changes and productivity improvements put forward by employees, Association/Unions or management.
- 17.2.4 The Joint Consultative Committee shall be required to meet on a regular basis, being no less often than four times per year.
- 17.3 A working committee will be established between the Trust and the Association/Unions to ensure the development of career paths, the acquisition of appropriate skills, competencies and qualifications of employees.
- 17.3.1 The working committee will comprise at least two employer representatives and at least two representatives nominated by the Association/Unions.

## **18. Grievance Procedures**

- 18.1 When any grievance or dispute arises at the workplace, the employee(s) concerned will take the matter up with their immediate supervisor. The supervisor is to be given the opportunity to investigate the matter and provide a response to the grievance or claim. The supervisor will advise the employee(s) concerned, within 24 hours of receiving the grievance, of the timetable for the resolution of the grievance. The grievance is to be resolved as soon as possible.

- 18.2 When any grievance or dispute arises in the workplace between the employee(s) and their immediate supervisor, or where the matter is of such a nature that direct discussion between the employee(s) and their immediate supervisor would not be appropriate, the employee(s) may notify the local manager, Association/Union or Association delegate, who will then take up the matter with the appropriate local manager.
- 18.3 If the matter has not been settled by the immediate supervisor or local manager, the party shall report the grievance in writing. If the party so requests, the matter will be discussed as soon as practicable between a representative of the Association/Union concerned and the General Manager or nominee.
- 18.4 If the matter remains unresolved, it may be referred by either party to the appropriate industrial tribunal.
- 18.5 Nothing contained in these procedures will preclude the Trust and Association/Union from entering into direct negotiations on any matter.
- 18.6 Whilst these procedures or negotiations are continuing, no stoppage of work or any other form of limitation of work shall be applied.
- 18.7 The parties reserve the right to vary this procedure where it is considered that an occupational health and safety factor is involved.

### **19. Anti-Discrimination**

- 19.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 19.2 It follows that in fulfilling their obligations under the dispute 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 19.7 Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

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

- 20.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 20.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 20.3 Subject to sub-clauses 20.1 and 20.2 of this clause, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 20.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 20.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 20.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue

## **21. Savings**

Should there be a variation to the Crown Employees (Public Sector - Salaries 2015) Award, or an Award replacing it, any such increase will be reflected in Schedule A of this Award, either by variation or the making of a new Award.

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

- 22.1 The purpose of this Award is to partially regulate the terms and conditions of employment of employees, as defined, who are either seconded by the Trust, or who are employed by the Trust.
- 22.2 Other terms and conditions, except as provided for within this Award, shall be those determined from time to time under the Government Sector Employment Act 2013, the Government Sector Employment Regulation 2014, in so much as they apply to employees of the Jenolan Caves Reserve Trust.
- 22.3 This Award shall replace the following instruments in so far as they apply to employees:
- Crown Employees (Public Sector - Salaries 2016) Award
  - Overtime provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
  - General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award
  - Crown Employees (General Staff - Salaries) Award 2007
  - Crown Employees (Skilled Trades) Award
- 22.4 This Award is made following a review under section 19 of the Industrial Relations Act 1996 and replaces the Crown Employees (Jenolan Caves Reserve Trust Division) Salaries published 31 August 2012 (Vol. 314 I.G. 395) and all variations thereof.

- 22.5 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- 22.6 The Award shall take effect on and from 2 August 2016 and shall remain in force nominally until 30 June 2017.

**SCHEDULE A**  
**BASE SALARY LEVELS**

The levels upon which the following base rates have been determined are in accordance with the competency descriptions set out in the attached Schedule B.

These rates will apply to all roles, and the basis for calculation of all full-time, part-time, casual, junior and apprentice rates of pay.

Role Title	Location	Competency Level	Base Rate effective from 01.07.16 \$ Per Annum	Loading of: %	Annual Salary effective from 01.07.16 \$ Per Annum
Administration Officer	J		56,321	1·4	57,109
Administration Officer (Special)	J		58,370	1·4	59,187
Business Development Manager	J		105,731	1·4	107,211
Caretaker Jenolan Cottages	J		54,188	1·4	54,947
Manager Caving Operations	J		85,098	1·68	86,289
Director	J		153,915	1·4	156,070
Guide - Grade 1	J	1A	54,188	29·2	70,010
Guide - Grade 2	J	2	56,321	29·2	72,766
Guide - Grade 3	J	3	60,517	29·2	78,188
Maintenance Officer	J		51,099	27·8	65,305
Karst Resources Officer	J		81,305	1·4	82,443
Senior Finance Officer	J		90,211	1·4	91,474
System Administrator/Finance Officer	J		81,305	1·4	82,443
Team Leader - Electrical	J	4	70,449	24·6	87,779
Team Leader - Maintenance	J		70,449	26·6	87,779
Trades Officer	J		58,370	10	64,207
Trades Officer - Electrical (W/ends)	J	3	66,458	13·6	75,496
Visitor Services Officer (Tickets - PT)*	J		54,188	19·8	64,917
Customer Service Officer Grade 1	J		40,439	1·4	41,005



Customer Service Officer Grade 2	J		43,927	1·4	44,542
Customer Service Officer Grade 3	J		45,318	1·4	45,952
Customer Service Officer Grade 4	J		71,438	1·4	72,438

\* Visitor Services Officer part-time works four days per week. Base rate is 80 per cent of Level 1A base rate.

Junior Rates

Junior rates shall be paid at the following percentage of the annual salary for the role:

Under 17 years of age	80 per cent
Age 17 years	90 per cent

Apprentice Rates

Apprentice tradesperson shall be paid as follows:

- (a) the rates determined under any formal scheme of apprenticeship; or
- (b) the following percentage of the Level 2A, trades salaries, which shall be deemed to be inclusive of all penalties, trades allowances and annual leave loading:

1st Year	50%
2nd Year	65%
3rd Year	80%
4th Year	95%

whichever is appropriate in respect of Schedule C.

**SCHEDULE B**  
**COMPETENCY LEVELS**

Level	Category	Competency Description
1	Operational - Grade 1 (Maintenance) (Cleaning)	Competency at this level involves the application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions required is clear. Competencies are normally used within established routines, methods and procedures that are predictable, and within which judgement against established criteria is also involved.
1A	Operational - Grade 1A (Caves Services) (Visitor Accommodation)	The competencies are likely to be applied under direct guidance with regular checking, but may be applied under less direct guidance and some autonomy if working in teams.
2	Operational - Grade 2 (Caves Services) (Administration)	Competency at this level involves the application of knowledge and skills to a range of tasks and roles There is a defined range of contexts where the choice of action is required is usually clear, with limited scope in the choice. Competencies are normally used within established routines, methods and procedures, in some cases involving discretion and judgment about possible actions.
2A	Operational - Grade 2A (Trades) (Administration)	The competencies are likely to be applied under routine guidance with intermittent checking, but may take the form of general guidance and considerable autonomy if working in teams. Responsibility for some roles and co-ordination may be involved if working in a team.
3	Operational - Grade 3 (Caves Services)	Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a range of tasks and roles in a variety of contexts, with some complexity in the extent and choice of actions required. procedures where some discretion and judgement is required in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
3A	Operational - Grade 3A (Trades - Electrical)	The competencies are likely to be applied under guidance with checking related to overall progress, but may take the form of broad guidance and autonomy if working in teams. Responsibility for the work of others and/or team co-ordination may be involved.

4	Administration	Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a range of tasks and roles in a variety of contexts, with some complexity in the range and choice of actions required.
	Management - Grade 1 (Operational - Low Volume)	Competencies are normally used within routines, methods and procedures where discretion and judgement is required, for both self and others, in planning and selection of equipment, work organisation, services, actions, and achieving outcomes within time constraints. The competencies are likely to be applied under general guidance on progress and outcomes sought. The work of may be supervised, or teams guided or facilitated. Responsibility for and limited organisation of the work of others may be involved.
5	Environment and Technology (Graduate or Equivalent)	Competencies at this level involve the self-directed application of knowledge with substantial depth in some areas, and a range of technical and other skills to tasks, roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others. The competencies are likely to be applied under broad guidelines. The work of others may be supervised or teams guided. Responsibility for and management of the work of other may be involved
6	Management - Grade 2 (Operational - Medium Volume)	Competency at this level involves the self-directed development of knowledge with substantial depth across a number of areas, and/or mastery of a specialised area with a range of skills. Application is to major functions in either varied or highly specific contexts. Competencies are normally used independently and are substantially non-routinely. Significant judgement is required in planning, design, technical or supervisory functions related to products services, operations or processes. The competencies are likely to be applied under limited guidelines in line with a broad plan, budget or strategy. Responsibility and defined accountability for the management and output of the work of others and for a defined function or functions may be involved.
6A	Management - Grade 3	
6B	(Operational - High Volume)	

6C	Management - Grade 4	Competencies at this level involve the self-directed development and mastery of broad and/or specialised areas of knowledge with a range of skills. Application is to major, broad, or specialised functions in highly specialised contexts.
8	Strategic Management	Competency at this level involves the self-directed development and mastery of a range of knowledge and broad or specialised functions in highly varied and/or specialised contexts.
	Director	Competencies are normally used with full independence and in contexts and combinations of great variability. The highest level of complex judgement is applied in planning, design, technical and/or management functions. The competencies are likely to be applied in ways that involve full responsibility and accountability for all aspects of the work of others and functions, including planning, budgeting and strategy.

**SCHEDULE C**

**LOADINGS**

**Visitor Services Employees**

**Loadings for Penalty Rates, Annual Leave Loading and Allowances (Refer to Sub-clause 7.2 of clause 7 - Loadings)**

Column 1	2	3	4	5	6	7	8	9	10
Role	Weekends	Public Holiday	Afternoon Shift	Loading For Penalties %	Allowances %	Rounding %	Total Loading %	Annual Leave Accrual Days	Weeks
Manager Cave Operations	NIL	NIL	NIL	1.68			1.8	30	6
Guide - Grade 1	42	10	25	26.79	2.30	0.11	29.2	30	6
Guide - Grade 2	42	10	25	26.79	2.30	0.11	29.2	30	6
Guide Grade 3	42	10	25	26.79	2.30	0.11	29.2	30	6
Team Leader - Electrical	26	7	5	19.03	5.43	0.14	24.6	25	5
Manager Technical Services and Capital Works	NIL	NIL		1.34		0.06	1.4	20	4
Maintenance Officer	NIL	NIL	4	1.34		0.06	1.4	20	4
Trades Officer - Electrical	13	NIL	5	8.03	5.43	0.14	13.6	22	4.4

\*\* Calculated on annual part-time rate of 80 per cent (four days per week) of Level 1A base rate.

**Administrative Services Employees****Loadings for Annual Leave Loading and "On Call" Allowance**

Column 1	2	3	4	5	6	7	8	9	10
Role	Weekends	Public Holiday	Afternoon Shift	Loading For Penalties Allowances		Rounding	Total Loading	Annual Leave Accrual	
				%	%	%	%	Days	Weeks
Administration Manager	NIL	NIL	NIL	1.34	0.00	0.06	1.4	20	4
Marketing Co-ordinator	NIL	NIL	NIL	1.34	0.00	0.06	1.4	20	4
Finance Officer	NIL	NIL	NIL	1.34	0.00	0.06	1.4	20	4
Creditors & Debtors Officer	NIL	NIL	NIL	1.34	0.00	0.06	1.4	20	4
General Manager	As Required		NIL	1.34	1.00	0.06	2.4	20	4
Jenolan Systems Administrator and Finance Officer	As Required		NIL	1.34	1.00	0.06	2.4	20	4

Rounding - The individual percentage loadings for weekend and public holiday penalty rates, leave loading, etc., and the various shift and trades allowances have been calculated to two decimal places. When brought forward to this schedule, a "rounding-up" factor has been added to enable the final loading to be expressed to only one decimal place, each ending in either .0, .2, .4, .6 or .8 as shown in column 8 above. This principle will be applied when calculating the loading for any new or revised roles.

On the following pages, there is a detailed breakdown on the percentage loadings.

Supplementary Schedule C1 - Weekend and public holiday penalties, annual leave loading and compensation for Sundays and public holidays.

Supplementary Schedule C2 - Afternoon shift allowance, trades allowances, on-call allowance.

**SUPPLEMENTARY SCHEDULE C1****Percentage Loadings for Penalties, Leave Loading and Compensation for Sundays and Public Holidays Worked**

Role	LOC	Annual Leave Loading		Penalties			Agreement #2225	Sub-total To Column 5	No. of days to be worked			Weekly Hours
		On # Weeks	%	Sat.	Sun	Public Holidays			%	Sat	Sun	
General Manager	J	4	1.34					1.34				35
Administration Manager	J	4	1.34					1.34				35
Marketing Co-ordinator	J	4	1.34					1.34				35
Manager Cave Operations	J	6	1.68					1.68				38
Guide - Grade 1	J	6	1.68	8.47	12.71	2.01	1.92	26.79	42	42	10	38
Guide - Grade 2	J	6	1.68	8.47	12.71	2.01	1.92	26.79	42	42	10	38
Guide - Grade 3	J	6	1.68	8.47	12.71	2.01	1.92	26.79	42	42	10	38
Maintenance Officer	J	5	1.68	5.25	7.87	4.23		19.03	26	26	7	38
Finance Officer	J	4	1.34					1.34				35
Creditors & Debtors Officer	J	4	1.34					1.34				35
Jenolan Systems Administrator and Finance Officer	J	4	1.34					1.34				35
Team Leader - Electrical	J	5	1.68	5.25	7.87	4.23		19.03	26	26	7	38
Manager Technical Services and Capital Works	J	4	1.34					1.34				38
Trades Officer - Electrical	J	4.4	1.48	2.62	3.93			8.03	13	13		38

Visitor Services Officer part-time works seven days per fortnight, including weekends and public holidays. Percentage loadings are to be applied to 70% of Level 1A base rate.

**SUPPLEMENTARY SCHEDULE C2****Percentage Loadings for Leading Hand Afternoon Shift and Trades and On-Call Allowances**

Role	Loc	Shift Allowance		Leading Hand	Chokage	Sundry Trades	Tractor and Truck	Water Clean	On Call	Sub-total to Column 6 %
		No.	%							
Administration Manager	J									0.00
Marketing Officer	J									0.00
Manager Cave Operations	J									0.00
General Manager	J								1	1.00
Guide - Grade 1	J	25	1.26					1.04		2.30
Guide - Grade 2	J	25	1.26					1.04		2.30
Guide - Grade 3	J	25	1.26					1.04		2.30
Maintenance Officer	J	5	0.25		4.15	1.04	2.07	1.04		8.55
Finance Officer	J									0.00
Jenolan Systems Administrator and Finance Officer	J								1	1.00
Team Leader - Electrical	J	5	0.25	2.07	2.07	1.04				5.43
Manager Technical Services and Capital Works	J	5	0.25	2.07	4.15	1.04				7.51
Trades Officer - Electrical	J	5	0.25	2.07	2.07	1.04				5.43

Visitor Services Officer part-time works seven days per fortnight, including weekends and public holidays. Percentage loadings to be applied to 70 per cent of Level 1A base rate.

**SCHEDULE D****Cash Allowances**

Role Title	Location	Annual Salary	Plus Cash Allowances	Annualised Total Remuneration
		\$	\$	\$
Administration Officer	J	57,109	250	57,359
Administration Officer (Special)	J	59,187	250	59,437
Business Development Manager	J	107,211	250	107,461
Caretaker Jenolan Cottages	J	54,947	250	55,197
Manager Caving Operations *	J	86,289	250	86,539
Director	J	156,070	250	156,320
Guide - Grade 1	J	70,010	250	70,260
Guide - Grade 2	J	72,766	250	73,016
Guide - Grade 3 **	J	78,188	250	78,438
Maintenance Officer	J	65,305	250	65,555
Karst Resources Officer	J	82,443	250	82,693
Senior Finance Officer	J	91,474	250	91,724
System Administrator/Finance Officer	J	82,443	250	82,693
Team Leader - Electrical *	J	87,779	250	88,029
Team Leader - Maintenance	J	87,779	250	88,029
Trades Officer	J	64,207	250	64,457
Trades Officer - Electrical (W/ends)	J	75,496	250	75,746
**				
Visitor Services Officer (Tickers - PT) *	J	64,917	250	65,167
Customer Service Officer Grade 1	J	41,005	250	41,255
Customer Service Officer Grade 2	J	44,542	250	44,792
Customer Service Officer Grade 3	J	45,952	250	46,202
Customer Service Officer Grade 4	J	72,438	250	72,688

\* Plus Cash allowance of \$1,200.00 if living onsite

\*\* Plus Cash allowance of \$600.00 if living onsite.



## SCHEDULE E

### Other Casual Entitlements

(i) 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.

(a) The Trust 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 Trust in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(ii) 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 sub-clause (iii) 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 sub-clause (d), and the notice requirements set out in sub-clause (e).

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

(c) The Trust must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Trust to engage or not to engage a casual employee are otherwise not affected.

(d) The casual employee shall, if required:

(A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

(B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee must not take carer's leave under this sub-clause 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 Trust of their inability to attend for duty. If it is not reasonably practicable to inform the Trust during the ordinary hours of the first day or shift of such absence, the employee will inform the Trust within 24 hours of the absence.

(iii) A family member for the purposes of sub-clause (ii)(a) above is:

(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 stepchild, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same household where, for the purposes of this definition:

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

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

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

(iv) 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 Trust).
- (b) The Trust and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Trust must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Trust 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 Trust of their inability to attend for duty. If it is not reasonably practicable to inform the Trust during the ordinary hours of the first day or shift of such absence, the employee will inform the Trust within 24 hours of the absence.

J. D. STANTON, Commissioner

**CROWN EMPLOYEES (LIBRARIANS, LIBRARY ASSISTANTS,  
LIBRARY TECHNICIANS AND ARCHIVISTS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00005848)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD****Arrangement**

## PART A

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Salaries
4.	Definitions
5.	Descriptors
6.	Commencing Rates of Pay
7.	Conditions of Employment
8.	Anti-Discrimination
9.	Grievance and Dispute Resolution Procedures
10.	Area, Incidence and Duration

## PART B

## MONETARY RATES

## Schedule 1 - Salaries

**PART A****1. Title**

This award shall be known as the Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award.

**2. Parties**

The parties to this Award are:

Industrial Relations Secretary

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

**3. Salaries**

3.1 The salaries payable to employees covered by this award are as set out in Schedule 1 - Salaries, of Part B, Monetary Rates, of this award.

- 3.2 The salaries set out in Schedule 1 - Salaries of the said Part B are shall be in accordance with the Crown Employees (Public Sector - Salaries 2016) Award.

#### 4. Definitions

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

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

"Archivist" means an employee appointed as such who possesses archivist qualifications acceptable for professional membership of the Australian Society of Archivists (ASA) or other combination of qualifications and experience deemed by the agency head or the Public Service Commission to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ASA standard.

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

"Librarian" means an employee appointed as such who possesses qualifications acceptable for professional membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the agency head or the Public Service Commission to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Assistant" means an employee appointed as such who is eligible for enrolment in a course of study that leads to a qualification acceptable for either professional or library technician membership of the Australian Library and Information Association (ALIA).

"Library Technician" means an employee appointed as such who possesses qualifications acceptable for library technician membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the agency head or the Public Service Commission to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

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

#### 5. Descriptors

##### Archivist Grade 1

A professional practitioner at this level:

- (a) Undertakes professional archives work of an operational nature. May manage discrete archival projects or archival operations and systems in a multi-disciplinary unit or team.
- (b) Requires sound knowledge of archival/record keeping concepts, principles and theory, and a sound understanding of archival/record keeping systems, practices and procedures. May also require an understanding of specific archival/record keeping systems, collections, services or functions.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards and priorities and deviate to a limited extent from precedent. With experience, may solve non-routine problems by applying principle and theory with reference to precedent.
- (d) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.

- (e) The outcome of work is usually direct or short-term to intermediate, but may be long-term and may affect clients, collections, co-workers or other agencies. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

#### Archivist Grade 2

An experienced professional practitioner or developing specialist at this level:

- (a) Undertakes professional archives work of an operational nature at a more complex/in depth or demanding level. May manage discrete archival projects, or archival operations and systems in a multi-disciplinary unit or team. May provide advice and assistance to Archivists Grade 1.
- (b) Requires a well-developed knowledge of archival/record keeping concepts, principles and theory, and well-developed skills in the application of archival/record keeping systems, practices and procedures, which may include specialised systems, collections, services or functions.
- (c) Exercises judgement and initiative in dealing with a range of complex tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually or cooperatively as a member of a non-hierarchical team or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work, including decisions, is direct but may be long-term in its effects on clients, collections, co-workers or other agencies. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

#### Archivist Grade 3

A senior professional practitioner, manager, or specialist at this level:

- (a) Undertakes projects and other professional work of a policy or specialist nature, or manages a substantial service, project or team, or a range of smaller projects/ services/teams. May manage an archives/records unit in an agency and/or provide specialised advice to senior agency management or staff.
- (b) Requires substantial knowledge of archival/record keeping concepts, principles and theory. Has a high level of proficiency and expertise in specific system/s, collection/s, service/s, function/s or policy area/s. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation or the sector.
- (c) Exercises judgement and initiative in dealing with a range of complex and detailed operational, conceptual or policy-related problems and tasks that may extend beyond the immediate work area. May develop or introduce enhancements to practices, systems, procedures and services with limited reference to suitable precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior specialist or professional manager. Work may be reviewed periodically or at key stages for soundness of judgement and adherence to organisational or sector-wide objectives and policies.
- (e) The outcome of work, including decisions, is usually intermediate to long-term and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections or co-workers, or on sector-wide policy or performance/compliance. Work may contribute to the body of professional, subject or policy area knowledge.

#### Archivist Grade 4

A professional manager or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole or external parties. May initiate and implement a major archives/records project or program, or oversee the operations and systems of a substantial archives/records program in an agency.
- (b) Requires significant knowledge of archival/record keeping concepts, principles and theory extending across multiple aspects of the discipline. Also requires either significant management expertise or standing as a recognised internal or external authority on system/s, collection/s, service/s or policy area/s of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgement and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interpret information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of archives/record keeping that require new and unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed objectives.
- (e) The outcome of work, including decisions, has significant long-term effect, and usually contributes substantially to organisational performance and/or to the body of professional, subject or policy area knowledge. Work has significant legal, policy or service delivery implications at an organisational or sector-wide level.

Archivist Grade 5

A senior professional manager or principal specialist at this level:

- (a) Leads and directs a branch or program of strategic significance to the organisation, and/or provides authoritative advice of the highest order on an area of specialist or policy expertise or significance to the organisation, industry, profession or sector.
- (b) Requires extensive knowledge of archives/record keeping concepts, principles and theory extending across multiple aspects of the discipline. Requires extensive management expertise and detailed knowledge of policy and/or service delivery and development issues, and/or standing as a recognised authority of the highest level on system/s, collection/s, service/s or policy area/s, or an area of the discipline of significance to the organisation, industry, profession or sector.
- (c) Exercises critical or managerial judgement and initiative of the highest order to anticipate, conceptualise and resolve sophisticated problems that have strategic organisational impact. Is able to independently conceive of and implement program objectives and strategies, or new systems or approaches in the absence of precedent.
- (d) Work is primarily guided by organisational policies and administrative controls.
- (e) The impact of decisions and actions is strategic. Work contributes substantially to organisational performance and/or the body or professional, subject or policy area knowledge and has significant legal, policy or service delivery implications at an organisational or sector-wide level.

Library Assistant

A practitioner at this level:

- (a) Performs routine activities to gain practical experience required for the operation of information systems and services to clients.

- (b) Requires ability to develop skills in, and knowledge of library and information standards, procedures, practices and operations, and specific library collections obtained from formal course work and/or workplace training.
- (c) Exercises judgment, where a choice of action is available within the application of clearly established standards, practices and procedures.
- (d) Works under direct supervision of a senior paraprofessional or a professional, but exercises increasing autonomy in prioritising and completing tasks. This may involve working co-operatively in the organisation of work.
- (e) The outcome of work undertaken is usually of direct, but short-term effect on clients, collections and co-workers.

#### Library Technician Grade 1

A paraprofessional practitioner at this level:

- (a) Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.
- (b) Requires sound knowledge and skill and the ability to develop expertise in library and information management concepts necessary to undertake a varied range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of general or specialist tasks and problems, with reference to established standards, practices and procedures. Some adaptation of systems, standards or practices may be undertaken.
- (d) Works under general supervision of a senior paraprofessional or a professional or manager. Works either individually or co-operatively as a member of a team, or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies.

#### Library Technician Grade 2

An experienced paraprofessional practitioner or specialist at this level:

- (a) Performs and co-ordinates activities required for the operation and maintenance of information services and systems at a comprehensive level. May manage discrete library and information management projects or coordinate the operations and systems of a unit or team.
- (b) Requires substantial knowledge and skill, as well as a high level of proficiency and expertise in library and information principles and theory necessary to undertake a wide range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of complex or specialist tasks and problems, and in the application of principles and theory. Is able to adapt systems, standards or priorities, and deviate substantially from precedent.
- (d) Works under minimal direction of a senior professional or manager, and is reviewed occasionally or at key stages. Work may be undertaken individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team.
- (e) The outcome of work may have a long-term effect on clients, collections, co-workers or other agencies. Develops or applies work practices, procedures or policies in their area of responsibility. Work may contribute to the body of knowledge in library and information services, or area of specialisation.

### Librarian Grade 1

A professional practitioner at this level:

- (a) Provides professional library and information services and/or assists in the development of library and information services and systems. May co-ordinate discrete library and information management projects or assist in the operations and systems of a unit, team or library service.
- (b) Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate to a limited extent from precedent. With experience may solve non-routine problems by applying principle and theory with reference to precedent.
- (d) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

### Librarian Grade 2

An experienced professional practitioner and/or developing specialist at this level:

- (a) Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service.
- (b) Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.
- (c) Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work including decisions is direct, but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

### Librarian Grade 3

A senior professional practitioner, manager and/or specialist at this level:

- (a) Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.
- (b) Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject



knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.

- (c) Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.
- (e) The outcome of work including decisions is usually intermediate to long term, and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal, library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.

#### Librarian Grade 4

A principal professional practitioner and/or senior manager and/or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole, or external parties. May initiate and implement a major library and information management project or program, or oversee the operations and systems of a significant unit, team or library service.
- (b) Requires and applies significant knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Also requires either significant management expertise or standing as a recognised internal or external authority on systems, collections, services or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgment and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interprets information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of library and information services that may require new or unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed organisational objectives.
- (e) The outcome of work including decisions has significant long-term effect, and usually contributes substantially to organisational performance, and/or to the body of professional or subject knowledge. Work is expected to have significant policy, legal or service delivery implications at the organisational level and may also have an impact at the State or National level.

#### Librarian Grade 5

A principal professional manager and/or principal specialist at this level:

- (a) Leads and directs a branch or program or library service of strategic significance to the organisation and/or provides authoritative advice of the highest order in an area of specialist expertise of significance to the organisation, industry or profession.
- (b) Requires extensive knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Requires extensive management expertise and detailed knowledge of service delivery and development issues, and/or standing as a recognised authority on systems, collections, services, or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.

- (c) Exercises critical or managerial judgment and initiative to anticipate, conceptualise and resolve sophisticated problems that have strategic organisational impact. Is able to independently conceive of, and implement program objectives and strategies, or new systems or approaches in the absence of precedent.
- (d) Work is primarily guided by organisational policies and administrative controls.
- (e) The outcome of work, including decisions is strategic, and contributes substantially to organisational performance, or to the body of professional or subject knowledge. Work has significant legal, policy or service delivery implications at the organisational, State or National level.

## 6. Commencing Rates of Pay

- 6.1 An employee assigned as a Librarian or Archivist Grade 1 who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the first year of service as set out in Part B of the Crown Employees (Public Sector - Salaries 2016) Award or any replacement award.
- 6.2 An employee assigned as a Librarian or Archivist Grade 1 who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the second year of service as set out in Part B of the Crown Employees (Public Sector - Salaries 2016) Award. or any replacement award

## 7. Conditions of Employment

The employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2016) Award or any awards replacing these awards.

## 8. Anti-Discrimination

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

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.

- 8.2 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 8.3 Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

### 9. Grievance and Dispute Resolution Procedures

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

9.2 An employee is required to notify in writing their immediate manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the agency head or delegate.

9.4 The immediate manager or other appropriate officer shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

9.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the agency head.

9.6 The agency head may refer the matter to the Industrial Relations Secretary for consideration.

9.7 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 any action, in relation to the matter.

9.8 An employee, at any stage, may request to be represented by their union.

9.9 The employee or the union on their behalf, or the 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.

9.10 The employee, union, agency, and the Industrial Relations Secretary shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.

9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 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 that avoids any risk to the health and safety of any employee or member of the public.

**10. Area, Incidence and Duration**

This award applies to employees in the classifications of Librarian, Library Assistant, Library Technician or Archivist employed under the *Government Sector Employment Act 2013*.

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 2 August 2016.

Changes made to this award subsequent to it first being published on 27 March 2009 (367 I.G. 551) have been incorporated into this award as part of the review.

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

**PART B**

## MONETARY RATES

## Schedule 1 - Salaries

Classification and Grades	Salary Point	1.7.16 Per annum 2.50% \$
<b>Librarians and Archivists</b>		
<b>Grade 1</b>		
Year 1	46	60,154
Year 2	52	63,649
Year 3	58	67,248
Year 4	64	71,438
Year 5	69	75,025
Year 6	74	78,592
<b>Grade 2</b>		
Year 1	78	81,888
Year 2	82	85,098
Year 3	87	89,326
Year 4	91	92,912
<b>Grade 3</b>		
Year 1	96	97,798
Year 2	99	100,820
Year 3	103	104,779
Year 4	107	108,965
<b>Grade 4</b>		
Year 1	110	112,227
Year 2	113	115,531
Year 3	116	118,943
Year 4	119	122,648
<b>Grade 5</b>		
Year 1	122	126,110
Year 2	125	130,337
Year 3	128	134,528
Year 4	-	139,093
<b>Library Assistant</b>		
Year 1	20	47,049
Year 2	25	49,929
Year 3	32	53,060
Year 4	40	57,015
Year 5	44	59,120

Library Technician		
Grade 1		
Year 1	46	60,154
Year 2	52	63,649
Year 3	58	67,248
Year 4	64	71,438
Grade 2		
Year 1	75	79,384
Year 2	78	81,888
Year 3	82	85,098
Year 4	87	89,326

J. D. STANTON, Commissioner

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## CROWN EMPLOYEES (LORD HOWE ISLAND BOARD SALARIES AND CONDITIONS 2009) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007065)

Before Commissioner Stanton

2 August 2016

### REVIEWED AWARD

#### Arrangement

#### PART A

Clause No.	Subject Matter
1.	Definitions
2.	Multi-skilling and Staff Flexibility
3.	Salaries
4.	Appointment
5.	Salary Progression
6.	Island Disability Allowance
7.	Disability Allowance (Commonwealth District Allowance)
8.	Call-out Allowance
9.	Temporary Assignments to higher non-executive roles
10.	Boot Allowances
11.	Special Duties Allowance
12.	Waste Service Allowance
13.	Travel Allowances
14.	Allowance for Surveying Duties
15.	Adjustment of Allowances
16.	Hours
17.	Overtime
18.	Time in Lieu
19.	Public Holidays
20.	Recreation Leave
21.	Sick Leave
22.	Family and Community Service Leave and Personal and Carer's Leave
23.	Special Leave
24.	Leave Without Pay
25.	Extended Leave
26.	Parental Leave
27.	Study Assistance
28.	Part-Time Work
29.	Semi-Official Telephone Subsidy
30.	Relocated Staff
31.	Casual Employment
32.	Termination of Employment
33.	Deduction of Union Dues
34.	Consultation
35.	Grievance and Disputes Settling Procedures

36. Uniforms and Laundry Allowance
37. Anti Discrimination
38. Secure Employment
39. Conditions of Employment
40. Area, Incidence and Duration

## PART B

### MONETARY RATES

Table 1 - Salary Rates for Lord Howe Island Officers

Table 2 - Allowances

## PART A

### 1. Definitions

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

"Board" means the Lord Howe Island Board established under the *Lord Howe Island Act 1953*.

"Casual staff" means any employee engaged in terms of Part 4, Division 5, Section 43 1(c) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"Chief Executive Officer" or CEO means the Chief Executive Officer of the Lord Howe Island Board.

"Credit hours" is the difference between the number of hours worked and contract hours, where the number of hours worked in a settlement period is more than contract hours.

"Debit hours" is the difference between the number of hours worked and contract hours, where the number of hours worked in a settlement period is less than contract hours.

"Department Head" for the purposes of this award is the Chief Executive of the Office of Local Government (or any subsequent Department assuming employment functions for the Lord Howe Island Board) or any officer delegated by that Department Head to exercise the functions of Department Head.

"Industrial Relations Secretary" is as defined by the *Government Sector Employment Act 2013*.

"Staff" or "staff member" means and includes all persons employed from time to time under the *Government Sector Employment Act 2013*.

### 2. Multi-Skilling and Staff Flexibility

- (i) Staff may be directed to perform any work in any area of the Board's operations which is within their competence and which is consistent with the duties described within a staff member's Role Description.
- (ii) Staff training will be used to promote greater flexibility and multi-skilling.

### 3. Salaries

- (i) Staff will be appointed to one of the grades outlined in Table 1 of Part B Monetary Rates.
- (ii) The rates of pay set out in Table 1 include payment for annual leave loading and Island Disability allowance.
- (iii) The rates of pay are set in accordance with the *Crown Employees (Public Sector - Salaries 2016) Award* or any variation or replacement award.

#### **4. Appointment**

- (i) Roles will be graded using an accredited job evaluation system.
- (ii) Except as provided in subclause (iii), staff will be appointed to the first salary point in the grade of the role to which they are appointed.
- (iii) The Department Head may appoint a person at a higher salary level within the grade. In determining commencing salary, regard will be had to:
  - (a) the person's skills, experience and qualifications;
  - (b) the rate required to attract the person; and
  - (c) the remuneration of existing staff performing similar work.

#### **5. Salary Progression**

- (i) Progression within each grade will be by annual increment, provided that the Chief Executive Officer is satisfied with the conduct and manner of performance of duties of the staff member concerned.
- (ii) Progression to another grade will be by competitive selection for an advertised vacancy.

#### **6. Island Disability Allowance**

- (i) All staff are entitled to payment of the Island Disability Allowance. The allowance is compensation for the high cost of living and isolation, and is in lieu of any other remote area allowance.
- (ii) The allowance is incorporated into all salary rates (see clause 3, Salaries of this Award).

#### **7. Disability Allowance (Commonwealth District Allowance)**

- (i) Except as provided for in this clause, no staff are entitled to payment of the Disability Allowance which is equivalent to the Commonwealth District Allowance.
- (ii) Staff who at the date of commencement of this Award are receiving the Disability Allowance (or any residual amount of the Disability Allowance that has been previously discounted) will continue to receive it on a personal basis. However,
  - (a) The Disability Allowance will no longer be increased.
  - (b) Staff receiving this allowance (Senior Electrical Officer only) will have the current allowance discounted by the amount of any future salary increases from a base of \$1,897 as at 1 July 2006 (the Island Disability Allowance at that time) until such time as the base equals \$3,317 when the allowance under this clause will cease to be paid.

#### **8. Call-Out Allowance**

- (i) Except as provided by in this clause, no staff are entitled to payment of a Call-out Allowance.
- (ii) Staff who at the date of commencement of this Award are receiving a Call-out Allowance will continue to receive such an allowance on a personal basis.
  - (a) The Senior Electrical Officer will continue to receive an allowance of \$1,800 p.a. At the conclusion of the current occupant's employment, the allowance will cease to apply.
  - (b) The Call-out Allowance referred to in paragraph (a) of this subclause will not be adjusted.



### **9. Temporary Assignments to higher non-executive rolese**

- (i) Staff who are temporarily assigned to another role in the agency for five or more consecutive working days will be paid an allowance in accordance with the Government Sector Employment Regulation 2014 if the assigned role is at a higher classification than the staff members current classification of work.
- (ii) The allowance will be agreed following discussion with the staff member and will be a proportion of the staff member's existing salary and the salary for the minimum rate for the higher role depending on the range of duties to be performed.

### **10. Boot Allowances**

- (i) Staff who are regularly directed to work in the permanent park preserve will be entitled to a hiking boot allowance of up to the rate as set in Table 2 of Part B Monetary Rates if not supplied with hiking boots as part of their uniform.
- (ii) Staff who are regularly directed to undertake tree climbing for the purposes of research will be entitled to a climbing boot allowance of up to the rate as set in Table 2 of Part B Monetary Rates.
- (iii) The allowances will be payable on production of a receipt and on condemnation of the previous pair of boots.

### **11. Special Duties Allowance**

- (i) A Special Duties Allowance will be paid to staff who perform duties which
  - (a) require special training, such as abseiling, or tree climbing for the purpose of tree surgery or research; or
  - (b) involves the rescue of people from difficult locations involving specialised rescue equipment for which specific training is required, and/ or from locations that are more than 300 metres from established roads, tracks or routes; or from the sea; or
  - (c) involves performing operational duties in servicing rota loos and composting toilets, excluding normal day to day cleaning.
- (ii) The special duties allowance applicable is set out in Table 2 of Part B, Monetary Rates.
- (iii) The allowance will only be payable to staff who are directed to, and who actually perform the special duties.

### **12. Waste Services Allowance**

- (i) Staff when required to handle putrescibles waste and sewerage at the Waste Management Facility, or similar duties at this or other work environments as determined by the Chief Executive Officer, shall receive the Waste Service Allowance for actual time worked.
- (ii) The Waste Service Allowance applicable is set out in Table 2 of Part B, Monetary Rates.

### **13. Travel Allowances**

Travel allowances will be paid in accordance with the provisions for travelling compensation under the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

### **14. Allowance for Surveying Duties**

- (i) Subject to subclause (iii) of this clause, staff who perform surveying for cadastral or engineering purposes will be entitled to an allowance for surveying duties.

- (ii) The allowance will be paid for each hour or part thereof that surveying duties are performed and the amount of the allowance will be the difference between the current hourly salary rate of the person performing the surveying duties and the current hourly rate payable for a Lord Howe Island Officer Grade 5, Year 3.
- (iii) The allowance will only be payable to staff directed to, and who actually perform surveying duties and who are currently at Grade 5, Year 2 or lower and hold a Bachelor of Surveying Degree.

### 15. Adjustment of Allowances

The Boot Allowances, Special Duties Allowance and Waste Services Allowance may be adjusted from time to time, provided that the Department Head and the Association agree to such adjustments.

### 16. Hours

General:

- (i) The ordinary hours of work for all staff covered by this Award will be an average of 38 per week over a 4 week settlement period, Monday to Sunday inclusive.
- (ii) The ordinary hours of work will generally be worked Monday to Friday, however some staff may be required to perform some of their ordinary time on weekends and public holidays
- (iii) Ordinary hours will be worked between 6.30 am and 7.00 pm.
- (iv) Staff will be able to work either flexitime arrangements or set patterns of hours (where start and finish times are set) in consultation with their manager/supervisor. Such working hour arrangements will be determined in relation to the needs of the work and the work group.
- (v) The business hours of the Board are from 8.30 am to 4.30 pm Monday to Friday. The hours of work for administrative staff will be arranged to ensure that an adequate level of service is maintained during business hours.

Part A - Flexi time

- (i) Time will not be credited for work performed outside the bandwidth of 6.30 am and 7.00 pm.
- (ii) The usual start and finish times for staff working flexitime will be agreed to with the supervisor/manager to ensure that staff are working the hours necessary for their position and maintain the necessary level of service during business hours.
- (iii) Staff must take an unpaid lunch break of at least 30 minutes, however staff may take a break of up to 2 hours. A staff member may only take a lunch break of more than 1 hour with the prior approval of his/her supervisor.
- (iv) Generally an individual may select start and finishing times, however where it is necessary the supervisor may direct staff to work for 7.6 hours on a particular day and also direct staff to start and finish at particular times within the bandwidth on that day.
- (v) Staff may work for more than 7.6 hours per day, where work is available which can be performed at the convenience of the Board. Staff may also work for less than 7.6 hours on a particular day. The maximum number of hours staff may record as being worked in a day is 10 hours (10.5 hours less a 0.5 hour lunch break).
- (vi) A staff member may be required to perform work beyond the hours determined under subclause (i) and in line with subclauses (iv) and (v) but only if it is reasonable for the staff member to be required to do so. In determining what is unreasonable the following factors shall be taken into account:

- (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
  - (b) any risk to staff member's health and safety;
  - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the Board and the effect on client services;
  - (d) the notice (if any) given by the Board regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
  - (e) any other relevant matter.
- (vii) A staff member may carry a maximum of 38 hours credit into the next settlement period. Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may accumulate enough hours to exceed this maximum carryover, then the supervisor and the staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- (viii) At the end of the settlement period, debit hours accumulated in excess of 10 are debited against recreation leave or, if the staff member has no recreation leave, shall be taken as leave without pay.
- (ix) Generally a staff member may, with the approval of his/her supervisor, take 3 days (22.8 hours) of flexileave in a settlement period. Such flexileave may be taken as either whole and/or half days.
- (x) A half day may only be taken off either before 3 hours and 48 minutes are worked during the bandwidth or after 3 hours and 48 minutes are worked during the bandwidth.
- (xi) Flexileave may be taken before or after a period of recreation leave but may not be taken during a period of recreation leave.
- (xii) A staff member must have the approval of his/her supervisor prior to taking flexileave. The supervisor may refuse any request for flexileave provided there is good and sufficient reason.
- (xiii) The Chief Executive Officer may direct a staff member to work under a standard hours arrangement (7.6 hours per day with established commencing and finishing times) where it is evident that the staff member is not observing the hours arrangements established under this Award or any associated administrative instructions.
- (xiv) Where staff give notice of resignation or retirement they should take all reasonable steps to eliminate any accumulated credit or debit hours. No compensation will be paid for any accumulated credit hours on the last day of service. Where staff have accumulated debit hours at the completion of the last day of service any monies owing shall be debited accordingly.

#### Part B - Set Patterns of Hours

- (i) Staff working a set pattern of hours will usually work eight hours per day with 0.4 of one hour accruing toward one rostered day off in each four week period, however, such staff may be required to work other roster arrangements depending on the needs of the work.
- (ii) Hours will usually be worked from 7.00 am to 3.30 pm. By mutual agreement between the CEO and staff starting and ceasing times may be varied.
- (iii) Staff are entitled to an unpaid lunch break of 30 minutes.
- (iv) Staff may take a morning tea break (not exceeding 10 minutes) at the place where work is being conducted at the time of the break, provided that there is no disruption to the continuity of the work being performed.

- (v) The Board will provide appropriate utensils (such as eskies and thermoses), to enable staff to take their tea or lunch breaks at the work site.
- (vi) Days off for all staff shall be rostered over each 4 week period. In drawing up the roster, regard shall be had to the work programs being undertaken, the needs of the Board and the needs of the staff.
- (vii) By consultation with the supervisor, a staff member may alter his/her rostered day off. Rostered days off may only be altered if doing so involves no additional costs to the Board and causes no disruption to work programs.
- (viii) Staff may accumulate up to 5 rostered days off.

### 17. Overtime

- (i) The provisions contained in the Overtime-General, Overtime Worked By Day Workers, Recall to Duty, Overtime Meal Breaks and Overtime Meal Allowances clauses of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* apply to staff.
- (ii) Staff shall not be entitled to compensation for overtime if it is customary for staff to return to work to perform a specific job that is usually performed outside of ordinary working hours. Such time will contribute to the ordinary hours of work for the week (ie part of the 38 hours per week).
- (iii) The minimum payment rates for overtime worked on a Saturday, Sunday or public holiday (as set out in the Overtime-General clause of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* do not apply in the following circumstances:
  - (a) staff required to carry out airport inspections on Saturdays, Sundays and Public Holidays will be paid at time and a half for actual time worked.
  - (b) Regular maintenance at the Powerhouse undertaken by the Senior Electrical Officer employed at the time of the making this Award on Saturdays, Sundays and Public Holidays will continue to receive the payments that applied before this Award was made. On the termination of employment of the current Senior Electrical Officer, this subclause will cease to apply and any new staff member responsible for the maintenance and operation of the Powerhouse will receive overtime provisions in accordance with subclause (i) of this clause.
- (iv) Casual staff are entitled to be paid overtime in accordance with the provisions of subclause (i) of this clause.

### 18. Time in Lieu

By agreement between the Chief Executive Officer and staff, directed overtime may be taken as time off in lieu. Time off in lieu will be allotted at overtime rates. Such time off is to be taken within a month of accrual at a time convenient to the Board, however with the approval of the supervisor time off may be taken at a later date.

### 19. Public Holidays

- (i) Unless directed to attend for duty by the Chief Executive Officer, a staff member is entitled to be absent from duty without loss of pay on any day which is:
  - (a) a public holiday throughout the State of NSW; or
  - (b) a local public holiday proclaimed for Lord Howe island; or
  - (c) a day between Boxing Day and New Year's Day determined by the Chief Executive Officer as a public service holiday.

- (ii) A staff member who is required by the Chief Executive Officer to work on a local public holiday may be granted time off in lieu on an hour for hour basis for the time worked on the local public holiday.
- (iii) If a local public holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.
- (iv) Where a staff member is rostered to, and works, their ordinary hours on a public holiday, the staff member shall be paid at two and a half times the rate for time worked (time plus time and a half).
- (v) A staff member rostered off duty on a public holiday shall elect to be paid one day's pay for that public holiday, or to have one day added to their recreation leave for each such day. This clause does not apply to staff members who work their ordinary hours on a Monday to Friday basis.

## **20. Recreation Leave**

- (i) Staff members are entitled to recreation leave of twenty working days per year in accordance with the provisions for recreation leave under the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.
- (ii) The Senior Electrical Officer and Ranger are entitled to an additional 5 days of recreation leave per year as compensation for disruption and inconvenience associated with regular or frequent call-outs to perform work on weekends and otherwise outside of ordinary hours of employment.
- (iii) Additional recreation leave may be accrued for staff required to perform ordinary rostered work on weekends during a qualifying period of 12 months from 1 December one year to 30 November the next year. One additional day of leave will be credited for each period of 38 hours ordinary rostered work completed on weekends. For periods of less than 38 hours pro rata leave will be credited. This is in lieu of the payment of weekend penalty rates under the *Crown Employees (Public Service Conditions of Employment) Award 2009*.
- (iv) Annual leave loading is not payable (see clause 3, Salaries of this Award).

## **21. Sick Leave**

All staff shall be entitled to sick leave in accordance with the provisions for sick leave under the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

## **22. Family and Community Service Leave and Personal and Carers Leave**

All staff shall be entitled to family and community service leave and personal and carers leave in accordance with the provisions for such leave under the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

## **23. Special Leave**

All staff shall be entitled to special leave in accordance with the provisions for special leave under the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

## **24. Leave Without Pay**

All staff shall be entitled to leave without pay in accordance with the provisions for leave without pay under the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

## **25. Extended Leave**

Staff are entitled to accrue and be granted extended leave in accordance with the provisions of Schedules 1 and 3 of the Government Sector Employment Regulation 2014 .

## 26. Parental Leave

All staff shall be entitled to parental leave in accordance with the provisions for parental leave under the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

## 27. Study Assistance

All staff shall be entitled to study assistance in accordance with the provisions for study assistance under the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

## 28. Part-Time Employment

All staff engaged on a part-time basis shall be granted leave and other entitlements on a pro-rata basis in accordance with the provisions for part-time employment under the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

## 29. Semi-Official Telephone Subsidy

All staff shall be entitled to the semi-official telephone subsidy in accordance with the provisions under the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

## 30. Relocated Staff

- (i) The Chief Executive Officer may approve assistance to staff who must relocate to the Island to take up an appointment. Assistance may also be provided for staff to return to the mainland at the conclusion of their employment, provided that such a move occurs within one (1) month of the cessation of employment. The assistance provided may be up to the maximum outlined in this clause however may be less depending on individual circumstances including the length of period of employment.
- (ii) If payment of relocation expenses to or from the Island has been approved by the Chief Executive Officer, the following costs associated with relocation will be reimbursed:
  - (a) Reasonable costs associated with the removal of personal or household effects (excluding motor vehicles, motor bikes, boats and trailers) to the Island and/or to a place of storage on the mainland.
  - (b) Reasonable storage costs for furniture or household effects for a period up to 10 years.
  - (c) Costs of insuring furniture, personal or household effects kept in storage paid by the Board on the mainland, up to a value as set out in Table 2.of Part B, Monetary Rates
- (iii) The Chief Executive Officer may approve payment for the cost of air travel to Sydney or Brisbane (or other approved destination) for a staff member and his/her dependents who have relocated (or are relocating) to the Island in the following circumstances:-
  - (a) Air travel to the Island when taking up an appointment.
  - (b) Air travel to the mainland after completing an appointment, provided that departure from the Island occurs within one (1) month of cessation of employment.
  - (c) After each year of service, for the first 5 years of employment, one return flight to the mainland (Sydney or Brisbane or other destination approved by the Chief Executive Officer) which must be taken within 12 months and subject to the approval being specifically identified in the staff member's letter of offer of employment and the staff member only being entitled while they continue in employment.
  - (d) To attend the funeral of a close relative (of either the staff member or a dependent), or where a close relative is critically ill.

- (iv) In this clause "dependent" is generally defined as a staff member's partner, or child under the age of 18 years living on, or attending school on the island. However, having regard to the particular circumstances that may arise, the Chief Executive Officer may recognise other "dependents".
- (v) In this clause "close relative" means partner, spouse or de facto spouse or same sex partner, parent, child, brother or sister. However, having regard to the particular circumstances that may arise, the CEO may recognise other "close relatives".
- (vi) Where appropriate, the Chief Executive Officer may provide relocated staff with accommodation. The Chief Executive Officer will determine the weekly rent payable for accommodation. Rents may be adjusted by the Chief Executive Officer from time to time.
- (vii) The airfares provided for in this clause are not transferable to another person or persons.

### **31. Casual Employment**

- (i) The hourly rate for casual staff will be the appointed salary rate for the position divided by 52.17857 divided by the number of ordinary full-time hours for the position. 4/48ths will be added to the hourly rate as pro-rata holiday pay.
- (ii) Casual staff who are engaged on weekends or public holidays shall be paid the hourly rate plus a loading of 20% plus 4/48ths as pro rata holiday pay.
- (iii) All other provisions are as per the Casual Employment clause of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

### **32. Termination of Employment**

- (i) Two weeks notice or payment in lieu of notice applies to permanent and temporary staff.
- (ii) However, in cases of serious or wilful misconduct, the Chief Executive Officer may waive notice and no payment in lieu will be due to the staff member.
- (iii) Redundancy

Staff whose positions are made redundant and are also declared to be excess to the employment needs of the Board shall be managed in accordance with the Government's policy on Managing Excess Employees, as varied from time to time.

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

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

- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **34. Consultation**

- (i) The Board and the Association agree to continued consultation to ensure that the implementation of this Award realises improvements in service delivery, productivity, efficiency and job satisfaction.
- (ii) The Award provisions will be monitored by the Association and management representatives. The Board and the Association will meet as necessary to resolve any difficulties which may arise with the implementation or operation of this Award and to discuss possible future improvements.

### **35. Grievance and Dispute Settling Procedures**

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (ii) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act, 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A staff member, at any stage, may request to be represented by the Association.
- (ix) The staff member or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission in relation to the dispute.
- (x) The staff member, Association, Department and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (xi) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving 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.



### 36. Uniforms and Laundry Allowance

- (i) All staff shall be entitled to uniforms and laundry allowance in accordance with the Uniforms, Protective Clothing and Laundry Allowance clause of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.
- (ii) Staff issued with a uniform by the Board shall wear and maintain the uniform in accordance with the Board's policy.

### 37. Anti-Discrimination

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

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

### 38. Secure Employment

The provisions for secure employment clause of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* apply.

### 39. Conditions of Employment

The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, *Government*

Sector Employment Rules 2014, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2015) Award*, or any awards replacing these awards.

#### 40. Area, Incidence and Duration

This Award applies to staff as defined in clause 1, Definitions, of Part A of this award and classified as Lord Howe Island Officers.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award* published 31 July 2009 (368 IG 769) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 2 August 2016.

Changes made to this award subsequent to it being published on 31 July 2009 (368 IG 769) have been incorporated into this award as part of the review.

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

## PART B

### MONETARY RATES

**Table 1 - Salary Rates for Lord Howe Island Officers**

The salaries in the following table apply from the beginning of the first pay period to commence on or after the date in the column heading:

Classification	Grade	Year	1.7.16 Per annum 2.50% \$
LHI Officer	1	1	51,083
		2	53,360
		3	54,681
LHI Officer	2	1	56,137
		2	56,694
		3	59,148
LHI Officer	3	1	60,140
		2	61,831
		3	63,878
LHI Officer	4	1	65,734
		2	68,855
		3	71,491
LHI Officer	5	1	73,011
		2	75,098
		3	79,455
LHI Officer	5A	1	79,456
		2	81,785
		3	91,734
		4	95,444
		5	98,393
		6	101,656

LHI Officer	6	1	81,785
		2	91,734
		3	95,444
LHI Officer	7	1	98,393
		2	101,656
		3	108,155
LHI Officer	8	1	111,292
		2	116,676
		3	121,509
LHI Senior Officer	1	1	134,323
		2	140,128

**Table 2 - Allowances**

Clause No.	Brief Description	Amount
10 (i)	Boot Allowance (Hiking Boots)	\$130 upon condemnation of the previous pair of boots
10 (ii)	Boot Allowance (Tree Climbing Boots)	\$25 upon condemnation of the previous pair of boots
11 (i) (a) and (b)	Special Duties Allowance	\$25 per day
11 (i) (c)	Special Duties Allowance - servicing of rota-loos	\$25 per unit to a maximum of \$750 per annum
12	Waste Services Allowance	\$1.50 per hour
30	Relocated Staff	Up to \$100,000

**AWARD HISTORY**

The *Lord Howe Island Act 1953* was made on 16 December 1953. The Act, at part 2, Division 1 - Constitution of the Board provided for the employment of staff subject to the provisions of the *Public Service Act 1902*.

On 24 April 1980, the Lord Howe Island Board Employees Agreement was made between the Board and the Amalgamated Metal Workers and Shipwrights Union and the Federated Engine Drivers and Fireman's Association.

On 16 July 1981, the Lord Howe Island Administrative Staff Agreement was made between the Board and the Public Service Association of NSW.

On 14 February 1990, the Senior Electrical Officer Agreement was made between the Lord Howe Island Board and the Senior Electrical Officers.

An agreement known as the Lord Howe Island Board Enterprise Agreement was made on 31 August 1994, covering all staff employed to work on Lord Howe Island. That agreement expired on 30 June 1996.

The Enterprise Agreement was replaced by the *Crown Employees (Lord Howe Island Board Salaries 1997) Award* on 10 September 1997.

The 1997 Award was replaced by the *Crown Employees (Lord Howe Island Board Salaries and Conditions 1999) Award* on 19 October 1999. This award was reviewed by the IRC on 29 May 2001 and published on 28 September 2001 (328 IG 72) as the *Crown Employees (Lord Howe Island Board Salaries and Conditions 2001) Award*. The award was reviewed by the IRC on 29 July 2004 and published on 25 February 2005 (348 IG 707) as the *Crown Employees (Lord Howe Island Board Salaries and Conditions 2004) Award*.

Schedule 1 Amendment of *Lord Howe Island Act 1953* came into force in April 2004. Section 6 of the Schedule provided that the Board's staff are to be employed under the *Public Sector Management Act 2002*.

This Award review has provided the opportunity to update the 2004 Award and enabled the parties to ensure that the Award is relevant to the conditions of employment and monetary rates as they apply to the classifications in the Award.

The Island Disability Allowance was incorporated into salary in 2001 at \$1,500 per annum and has been subject to salary increases. In the 2009 award it was increased by a further \$7 to \$2,059 p.a. (equivalent to the then Remote Area Allowance Grade C rate as in Part B, Table 1 Allowances, of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* and will be subject to future salary increases.

This award was reviewed by the IRC, under section 19 of the *Industrial Relations Act 1996*, on 21 May 2009 and was published on 31 July 2009 (368 IG 769) as the *Crown Employees (Lord Howe Island Salaries and Conditions 2009) Award*.

This award was reviewed by the IRC, under section 19 of the *Industrial Relations Act 1996*, on 4 April 2012 and was published as the *Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award*.

This award was reviewed by the IRC, under section 19 of the *Industrial Relations Act 1996*, on 2 August 2016 and was published as the *Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award*.

J. D. STANTON, Commissioner

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Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES (MAJOR AND COMMUNITY EVENTS REASSIGNMENT) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 00006007 of 2016)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties
4.	Definitions
5.	Acknowledgments by the Parties
6.	Consultation
7.	Coverage
8.	Nature of Reassignment
9.	Right of Return and Continuity of Employment
10.	Relationship to Relevant Awards
11.	Rates of Pay
12.	Suspension of Home Agency Flexitime and Other Similar Arrangements
13.	Working Hours
14.	Rest Breaks and Accrued Attendance Entitlements
15.	Time Off In Lieu (TOIL)
16.	Sick Leave, Family and Community Service Leave and Other Paid Leave
17.	Payroll Issues and Record of Attendance
18.	Transport, Travelling Time and Travelling Allowances
19.	Termination of Reassignment
20.	Grievance and Disciplinary Policy
21.	Work Health and Safety
22.	Anti-Discrimination
23.	Area, Incidence and Duration

Appendix A - List of Agencies

Appendix B - Grievance Procedure

Schedule 1 - Major and Community Events to which this award applies

#### **2. Title**

This Award will be known as the Crown Employees (Major and Community Events Reassignment) Award.

#### **3. Parties**

3.1 The Parties to the Award are:

- (i) Industrial Relations Secretary;
- (ii) All agencies referred to in Appendix A;
- (iii) Public Service agencies listed in Schedule 1 to the Act;
- (iv) Unions NSW on behalf of affiliated unions;
- (v) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- (vi) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; and
- (vii) The organiser of the Major and Community Events specified in Schedule 1 of this Award as varied from time to time.

#### 4. Definitions

"Act" means the *Government Sector Employment Act 2013*, as amended.

"Agency" means those NSW Government organisations:

- (i) listed in Schedule 1 to the Act; or
- (ii) listed in Appendix A.

"Major and Community Event" means an event set out in Schedule 1 to this Award as varied from time to time.

"Organiser of the Major and Community Event" means the body organising the relevant Major and Community Events as set out in Schedule 1 to this Award as varied from time to time.

"Home agency" means the agency employing the employee.

"Ordinary working hours" means the number of ordinary working hours set by the employee's relevant Award.

"Reassignment period" means the period specified for the operation of a Major and Community Event as set out in Schedule 1 to this Award as varied from time to time, or some other time agreed on an individual basis, during which an employee may be reassigned.

"Reassignment/reassigned" means where an employee has volunteered to undertake duties for a Major and Community Event as directed by the organiser of the Major and Community Event.

"Relevant Award" means the Award or other industrial instruments applying to the employee's contract of service or employment in their home agency.

"Employee" means an employee of a home agency who has volunteered for reassignment to a Major and Community Event.

#### 5. Acknowledgements By the Parties

5.1 The parties agree that reassignment is voluntary and is subject to an expression of interest by the employee and the approval by the home agency, which is to be based on the home agency's operational and service requirements and efficient use of resources. Employees shall not be forced to undertake reassignment.

5.2 The parties acknowledge that the arrangements contained in this Award may vary the normal working arrangements and conditions which may otherwise have applied to employees had they not been reassigned.

- 5.3 The parties acknowledge that future Major and Community Events will arise and appropriate variations will be made to Schedule 1 of this Award to facilitate reassignment of staff to those events.
- 5.4 The parties agree that the arrangements contained in this Award recognise the need for equity, fairness, flexibility and transparency in dealing with staff considerations.

#### **6. Consultation**

- 6.1 The organiser of the Major and Community Event will consult with the parties to this Award, (in relation to Union parties either directly or through Unions NSW) in relation to requirements for staff and how staff will be managed, including hours of work, duties and remuneration.

#### **7. Coverage**

- 7.1 This Award applies to an employee employed by or in an agency who is reassigned to a Major and Community Event in accordance with this Award but does not include an employee employed under the *Education (School Administrative and Support Staff) Act 1987* or those staff covered under the TAFE Commission of NSW Teachers and Related Employees Enterprise Agreement and TAFE Commission of NSW Teachers in TAFE Children's Centres Enterprise Agreement, and the Crown Employees (Teachers in TAFE and Related Employees, Bradfield College and Teachers in TAFE Children's Centres) Salaries and Conditions Award 2009 other than non school based teaching service staff and those TAFE Related Employees not entitled to agreed weeks of paid non attendance.
- 7.2 Employment arrangements to which this Award applies:
- (i) ongoing employment on a full-time or part-time basis;
  - (ii) temporary employment, where there is a continuing relationship that amounts to an ongoing or continuing contract of employment for a period beyond the expiry of the relevant Major and Community Event.

#### **8. Nature of Reassignment**

- 8.1 At all times during a period of reassignment the employee will remain the employee of the home agency but will be subject to the control and direction of the organiser of the Major and Community Event while on reassignment.
- 8.2 To volunteer for reassignment, an employee is to express an interest in reassignment in accordance with procedures established by the Department of Premier and Cabinet.
- 8.3 The approval of the home agency to an employee being reassigned is subject to the service delivery needs of the home agency at the time of reassignment.
- 8.4 Reassignment will be for a specified term. The minimum duration will be ten working days or as otherwise agreed between the employee, the organiser of the Major and Community Event and the home agency.
- 8.5 An employee may be reassigned during the reassignment period at any time and on any number of occasions, which may vary in duration.
- 8.6 Reassignment may extend to times outside the reassignment period, as agreed between the employee, the home agency and the organiser of the Major and Community Event on a case by case basis.
- 8.7 While it is expected that the employee, having volunteered for reassignment, will remain with the Major and Community Event for the agreed time, it is recognised that the employee may terminate the reassignment and return to their home agency, but will do so in accordance with clause 19 of this Award.

### **9. Right of Return and Continuity of Employment**

- 9.1 An employee who has been reassigned is entitled at the end of the reassignment to return to the position and salary level in the home agency occupied substantively by the employee immediately before the reassignment. Thereafter the usual staff establishment management arrangements of the home agency apply to the employee.
- 9.2 Nothing in relation to reassignment will affect the employee's continuity of service, process for termination of service, or other employment rights with the home agency.

### **10. Relationship to Relevant Awards**

- 10.1 It is the intention of the parties that the employee's relevant Award will continue to apply while the employee is on reassignment. However, where this Award varies or replaces arrangements in the employee's relevant Award, the provisions in this Award are to apply.

### **11. Rates of Pay**

- 11.1 The employee's rate of pay while the employee is on reassignment will be the Rate of Pay they would have received in their home agency had they not been reassigned.
- 11.2 The nominal grading given to a position by the organiser of the Major and Community Event is indicative of the level from which staff seeking reassignment might be drawn. It will not entitle an employee to higher pay nor operate to reduce an employee's normal rate of pay.
- 11.3 The rate of pay is to include any shift penalties and other allowances in the nature of salary which the employee would have been entitled to receive had the employee not been reassigned.
- 11.4 Where there is any doubt as to the shift penalties that the employee would have been entitled to receive, the average of the last 4 week rostered period, not including any period of annual or other leave, will be used.
- 11.5 The employee's rate of pay will apply to all reassignment work, irrespective of the duration, the time of day or day of the week worked.
- 11.6 An employee who is a shift worker will not be paid shift penalty rates based on any shift rosters applying to the reassigned work.
- 11.7 An employee who is not a shift worker will not receive payment of shift penalty rates for any shift rosters applying to the reassigned work.

### **12. Suspension of Home Agency Flexitime and Other Similar Arrangements**

- 12.1 An employee's entitlements under flexible working hours (flexitime), fortnightly or monthly rostered days off or any other work attendance arrangement operating in the employee's home agency will be suspended for the duration of the employee's reassignment. All entitlements and associated balances will be preserved until the employee returns from reassignment. The home agency is to implement an appropriate extension of time for the employee to access entitlements and clear associated balances after reassignment.
- 12.2 Accrued flex leave, banked time, accrued days off or rostered days off entitlements, which may have accrued to the employee under a work attendance arrangement, will not be available during reassignment unless there is prior agreement between the employee, the home agency and the organiser of the Major and Community Event. Otherwise, the entitlement to access these accruals will be preserved until the employee returns from reassignment.

NOTE: Working hours arrangements during reassignment may allow the employee to use hours worked in excess of their ordinary working hours towards additional days off duty, as provided in subclauses 14.4 and 14.5 of this Award.



### **13. Working Hours**

- 13.1 For the purpose of this Award, the ordinary working hours of an employee while on reassignment will be the weekly equivalent of the ordinary working hours set by the employee's relevant Award.
- 13.2 Fixed starting and finishing times or other standard hours arrangements are not provided by this Award.
- 13.3 The number of hours worked by an employee on reassignment may vary from the employee's ordinary working hours. Additional hours worked outside the employee's ordinary hours of work and on weekends may be anticipated.
- 13.4 Daily hours will be agreed between the organiser of the Major and Community Event and the employee having regard to the Major and Community Event's needs. An employee will not be required to work daily hours of more than 12 hours inclusive of all meal breaks, or no less than four hours duration unless agreed by the employee.
- 13.5 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:
- (1) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
  - (2) any risk to employee health and safety;
  - (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
  - (4) the notice (if any) given by the organiser of the Major and Community Event regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
  - (5) any other relevant matter.
- 13.6 Where practicable, daily hours shall be in accordance with the employee's letter of appointment. Where daily hours or the days on which work is to be performed are modified, the organisers of the Major and Community Event will, where practicable, give seven days notice of the change.
- 13.7 An employee who is reassigned will record the working hours they are directed to work in a record of attendance. The accurate completion of the record of attendance is the joint responsibility of the organiser of the Major and Community Event and the employee. The organiser of the Major and Community Event will forward the record of attendance to the home agency on a monthly basis.
- 13.8 Ordinary hours of work and hours worked in excess of ordinary hours recorded in the record of attendance will be monitored by the home agency. Employees and the organiser of the Major and Community Event will encourage the use of additional hours worked in accordance with subclauses 14.4 and 14.5 (i.e. additional days off duty) of this Award.

### **14. Rest Breaks and Accrued Attendance Entitlements**

- 14.1 An employee will not be required to work more than five hours without the provision of a 30 minute unpaid meal break. An employee will not be required to work more than nine hours without the provision of a 30-minute paid crib break.
- 14.2 An employee must have a break of at least eight hours between the completion of one shift and the commencement of the next, and at least ten hours where the employee is required to work a shift of ten hours or more.

- 14.3 An employee will be rostered off for a minimum of eight days per 28 day period and as far as is practicable, rostered days off should be taken in lots of 2 consecutive days.
- 14.4 Subject to the operational needs of the organiser of the Major and Community Event, an employee may take one additional rostered day off per 28 days utilising hours worked in excess of the employee's ordinary working hours. Hours used to take an additional rostered day off shall be deducted from the time accrued towards time off in lieu as specified in this Award.
- 14.5 Every effort will be made by the parties to utilise hours worked in excess of an employee's ordinary working hours during the period of reassignment, so as to limit the accrual of time off in lieu.

#### **15. Time Off in Lieu (Toil)**

- 15.1 Employees eligible for paid overtime in accordance with their home agency Award may access TOIL as set out in this Award.
- 15.2 TOIL shall be granted for hours that an employee is directed to work in excess of the employee's ordinary working hours. Overtime will not be paid in respect of any hours worked.
- 15.3 TOIL shall be calculated on the total hours actually worked over the whole period or periods of reassignment.
- 15.4 If an employee works hours in excess of their total ordinary working hours across the period or periods of reassignment, TOIL will accrue on an hour for hour basis up to the equivalent of 5 hours per week over the period of the reassignment, i.e., a total period of reassignment of 20 weeks allows for a maximum of 100 hours at time for time. TOIL will accrue at the rate of time and one half for all additional hours thereafter.
- 15.5 The number of hours accruing towards TOIL on an hour for hour basis will be reviewed prior to any variation to Schedule 1 of this Award to add further Major and Community Events.
- 15.6 TOIL accrued during reassignment will be calculated by the employee's home agency at the end of the reassignment or at the end of the reassignment period based on attendance records.
- 15.7 The giving and taking of TOIL is a mutual responsibility and cannot be unreasonably refused to be given by the home agency or refused to be taken by the employee.
- 15.8 TOIL will be available to the employee upon return to their home agency for a period of 12 months. Home agencies will put in place arrangements to allow staff to exhaust TOIL within this period.
- 15.9 An extension of up to 6 months may be negotiated between an employee and the home agency to clear a time in lieu balance.
- 15.10 An employee may be directed to take TOIL to exhaust the entitlement within the timeframes specified in the Award. An employee refusing to take TOIL as directed will not be entitled to claim hours worked.
- 15.11 If TOIL accruals are unable to be cleared within the times specified in this Award even though all reasonable efforts have been made by the home agency and the employee to do so, the remaining accrued hours will be paid out by the home agency at overtime rates.
- 15.12 An employee will retain their entitlement to TOIL under this Award in the same manner as is provided for cross-public sector leave arrangements in Division 2 of Part 3 of the Act.

#### **16. Sick Leave, Family and Community Service Leave and Other Paid Leave**

- 16.1 Sick Leave, Family and Community Service Leave or other emergency leave, and other paid leave to which the employee is entitled pursuant to their Award or public sector policy arrangement, will continue to be available during reassignment. The requirements of the relevant Award for the taking of such leave, such as the production of a medical certificate, will apply.

- 16.2 Planned leave approved by the home agency may intervene during an employee's reassignment, but would be subject to the organiser of the Major and Community Event agreeing to the leave prior to reassignment.
- 16.3 Unplanned leave taken during reassignment, such as sick leave, will require the employee to notify the organiser of the Major and Community Event as soon as possible of their inability to attend work and the duration that they are likely to be absent.
- 16.4 An employee will submit a leave form to the organiser of the Major and Community Event for all leave taken. Forms will be forwarded to the home agencies as soon as practicable. The duration of any unplanned leave will be recorded in the employee's record of attendance and forwarded to the home agency on a monthly basis.
- 16.5 If the employee indicates to the organiser of the Major and Community Event that the unplanned leave will be for a period of 10 days or more, the organiser of the Major and Community Event may terminate the reassignment and notify the employee. The Major and Community Event is to notify the home agency immediately and the employee is to resume work with the home agency.
- 16.6 An employee whose reassignment has been terminated under these circumstances will be entitled to seek further reassignment upon their return to their home agency.

### **17. Payroll Issues and Record of Attendance**

- 17.1 All payroll issues will remain the responsibility of the home agency for the duration of the reassignment.
- 17.2 The employee will continue to receive their pay, as provided in clause 11 of this Award, during the reassignment period from the home agency.
- 17.3 The organiser of the Major and Community Event and the employee are responsible for maintaining a record of attendance, including the days and hours of work and leave of absence for any reason. The organiser of the Major and Community Event will provide the record of attendance to the home agency on a monthly basis.

### **18. Transport, Travelling Time and Travelling Allowances**

- 18.1 If an employee ceases or commences a shift after 8.00 pm and public transport or any other normal means of transport is not reasonably available, then in consideration of the employee's safety, the organiser of the Major and Community Event may provide transport or make other transport arrangements to or from home, which may include the use of a taxi for that part of the journey for which public transport is not available.
- 18.2 In recognition of the voluntary nature of reassignment, no additional compensation will be provided for additional travel between an employee's home and place of work with the Major and Community Event, compared with an employee's home and their home agency.
- 18.3 Travelling allowances and compensation will not be paid where reassigned staff perform duties at a temporary work location. The organisers of the Major and Community Event will meet all reasonable costs associated with travel, overnight accommodation and meals.
- 18.4 For the purpose of subclause 18.3 a temporary work location is any work location apart from that initially nominated by the organiser of the Major and Community Event as the normal work location.

### **19. Termination of Reassignment**

- 19.1 The reassignment may be terminated by:
- (i) mutual agreement;
  - (ii) the employee;

- (iii) the organiser of the Major and Community Event; or
- (iv) the operation of clause 16, Sick Leave, Family and Community Service Leave and Other Paid Leave.

- 19.2 Fourteen days notice is required unless some other time is agreed.
- 19.3 The organiser of the Major and Community Event is required to notify the home agency of the termination of the reassignment and the date on which the employee will return.
- 19.4 An employee will return to their home agency upon the termination of the reassignment.

## **20. Grievance and Disciplinary Policy**

- 20.1 All grievances and disputes relating to the provisions of this award during the period of reassignment shall be initially dealt with as close to the sources as possible, with graduated steps for further attempts at resolution at higher levels of authority within the organiser of the Major and Community Event, if required.
- 20.2 Steps taken shall be in accordance with the procedure detailed in Appendix B.
- 20.3 Where the grievance concerns work health and safety or discrimination and harassment, the employee will advise the home agency and the matter will be dealt with in accordance with the procedure in Appendix B or the policy and procedures that apply in the home agency. Where such a grievance or dispute arises, home agencies shall take all reasonable steps to resolve the grievance in consultation with the organiser of the Major and Community Event.
- 20.4 The organiser of the Major and Community Event will notify the home agency in the case of any disciplinary matter and it shall be dealt with in accordance with the policy and procedures that apply in the home agency.

## **21. Work Health and Safety**

- 21.1 Staff reassigned to a Major and Community Event are required to comply with any risk assessment and management plan implemented by the organiser of the Major and Community Event in accordance with Work Health and Safety requirements.
- 21.2 The organiser of the Major and Community Event will comply with all Work Health and Safety requirements.

## **22. Anti-Discrimination**

- 22.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 22.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the Award, which by its terms of operation, has a direct or indirect discriminatory effect.
- 22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 22.4 Nothing in this clause is to be taken to effect:

- (i) Any conduct or act which is specifically exempted from anti-discrimination legislation;
- (ii) Offering or providing junior rates of pay to persons under 21 years of age;
- (iii) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (iv) A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

#### NOTES

- (a) Employers and 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."

### 23. Area, Incidence and Duration

- 23.1 This Award shall apply to employees employed in Agencies who are reassigned to Major and Community Events in accordance with this Award.
- 23.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- 23.3 Changes made to this award subsequent to it first being published on 15 May 2009 (367 I.G. 1566) have been incorporated into this award as part of the review.
- 23.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

## APPENDIX A

### LIST OF AGENCIES

Health Professionals Registration Boards

Parliament of New South Wales

NSW Police Force

State Water Corporation

## APPENDIX B

### GRIEVANCE PROCEDURE

- (i) All grievances and disputes relating to the provisions of this Award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within organiser of the appropriate Major and Community Event, if required.

- (ii) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti-Discrimination Act 1977) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Head of the organiser of the Major and Community Event.
- (iv) The immediate manager, or other appropriate officer, will convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two working days or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Head of the Major and Community Event.
- (vi) The Head of the organiser of the Major and Community Event may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) If the matter remains unresolved, the Head of the organiser of the Major and Community Event will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning the action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A employee, at any stage, may request to be represented by their union.
- (ix) The employee or the union on their behalf, or the Head of the organiser of the Major and Community Event may refer the matter to the NSW Industrial Relations Commission (the Commission) if the matter is unresolved following the use of these procedures.
- (x) The employee, union, Head of the organiser of the Major and Community Event and the Industrial Relations Secretary will agree to be bound by any order or determination by the Commission in relation to the dispute.
- (xi) While the procedures outlined in (i) to (x) above are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

## SCHEDULE 1

### Major and Community Events to which this Award applies

Major and Community Event	Organiser of the Major and Community Event	Reassignment Period
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J. D. STANTON, Commissioner

**CROWN EMPLOYEES (NSW DEPARTMENT OF FAMILY AND  
COMMUNITY SERVICES - COMMUNITY SERVICES DIVISION)  
AFTER HOURS SERVICE AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006307)

Before Commissioner Stanton

24 August 2016

**REVIEWED AWARD**

**PART A**

**1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Rostering Arrangements
5.	Rates for After Hours Service
6.	Contactability
7.	Response to Crisis Calls
8.	Use of Departmental Vehicles
9.	Overtime
10.	Selection Criteria and Process
11.	Training
12.	Anti-Discrimination
13.	Grievance and Dispute Settling Procedures
14.	Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

**2. Title**

This award shall be known as the Crown Employees (NSW Department of Family and Community Services - Community Services Division) After Hours Service Award 2016.

**3. Definitions**

"Act" means the NSW *Industrial Relations Act 1996* and its Regulations.

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

"Department" means the NSW Department of Family and Community Services - Community Services Division.

"Disturbance Rate" means a rate paid to a rostered officer who the District Director has determined need only be contactable and able to respond to after hours calls out of hours wherever possible.

"Officer" means all persons permanently or temporarily employed under the provisions of the Government Sector Employment Act 2013 and who, on or after the operative date of this Award, are employed within the NSW Department of Family and Community Services - Community Services Division.

"On Call Rate" means a rate paid to the rostered officer who the District Director has determined must be available for the rostered period to receive after hours calls out of ordinary hours and be able to respond.

"District" means a geographical area defined as a District for the purpose of the Department's operations outside of the Greater Sydney Metropolitan area.

"Rostered Officer" means an officer who has volunteered to be rostered on-call or on a disturbance basis to provide after hours services.

#### **4. Rostering Arrangements**

On-call -

4.1 An officer may be rostered on-call or disturbance for a minimum of one day. An officer shall not be rostered for part of a day, except where there are insufficient volunteers to permit otherwise.

4.2 For the purposes of subclause (i) of this clause, one day shall mean:

5.00 p.m. to 9.00 a.m. the following day on Monday to Saturday;

9.00 a.m. Saturday to 9.00 a.m. Sunday; and

9.00 a.m. Sunday to 9.00 a.m. Monday.

Provided that where normal closing time in the locality concerned is a time other than 5.00 p.m., then that time will be substituted for 5.00 p.m. in the above provision and where the normal opening time in the locality is a time other than 9.00 a.m. then that time may be similarly substituted.

4.3 An officer rostered on-call for seven consecutive days shall not be required to work a similar roster for a period of at least six weeks. In any event, such an officer shall not be required to work a similar roster for a period of three weeks.

4.4 Rostering arrangements shall be determined by the District Director in consultation with affected officers and having regard to the availability and training of those officers who have volunteered to be placed on roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved in responding to a crisis call.

4.5 A rostered officer may withdraw from the service at any time but wherever possible, such officer should provide at least two weeks notice of their intention to do so. The District Director may terminate the roster of an officer by consultation at any time but should provide similar notice.

4.6 A District Director may vary the roster with at least two weeks notice except when unusual and unforeseen circumstances arise, in which case the roster may be varied with less than two weeks notice.

4.7 Disturbance - An officer rostered on a disturbance basis may be so rostered for any period as determined by the District Director.

4.8 The arrangements in subclause (4.7) are limited to the extent that no such officer shall be rostered for part of a day.



- 4.9 For the purposes of subclause (4.8) of this clause, the meaning of "a day" shall be the same as that prescribed for officers rostered on-call.
- 4.10 The conditions relating to termination or variation of rostering arrangements shall be the same as those relating to officers appointed to be on-call.
- 4.11 General – In each District covered by this Award there shall be a minimum of two officers rostered on-call or on a disturbance basis.

In any situation where an officer responds to a call-out that officer shall determine whether another officer shall attend the call-out provided that the parties to the award recognise generally the desirability of having two officers attend the call-out in crisis situations.

### **5. Rates for After Hours Service**

- 5.1 The rates and conditions of all officers who are rostered either on-call or on a disturbance basis are as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 5.2 Disturbance - A disturbance rate is payable of an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 5.3 An officer in receipt of the disturbance rate shall be entitled to the on-call rate in the event that an after hours call is received which requires a call out. Such adjustment shall be in substitution of the disturbance rate and will only be made on a daily basis.
- 5.4 The on-call and disturbance rates shall be adjusted from time-to-time in line with adjustments in salaries of Caseworkers.

### **6. Contactability**

- 6.1 On-call - wherever possible, the Department shall supply a mobile phone to a rostered officer. A rostered officer must remain near the mobile phone or private telephone which must remain switched on. A rostered officer shall be available to answer calls personally and must not utilise an answering machine.
- 6.2 Disturbance - the officer must make available a telephone number and/or mobile telephone number, which must be a number on which he/she can normally be contacted while on the roster. Where it is reasonable to do so, the officer will answer a call immediately.
- 6.3 Where a rostered officer is not supplied with a mobile phone, he/she shall be reimbursed for the rental costs associated with their private telephone and all costs incurred with calls made from that phone associated with a crisis.
- 6.4 A rostered officer must contact the District Director immediately it becomes known that the officer shall be unavailable for rostered duty.

### **7. Response to Crisis Calls**

Where a rostered officer seeks the assistance of a co-worker other than another rostered officer for the purposes of responding to a call, such co-worker shall be paid overtime on the basis set out in clause 9 Overtime, and if required to utilise their private vehicle shall be paid at the rate specified in clause 8, Use of Departmental Vehicles.

### **8. Use of Departmental Vehicles**

- 8.1 An officer rostered on-call shall be provided with a Departmental vehicle for the whole of the period that he/she is so rostered. The Departmental vehicle may be used for private purposes and such usage shall be limited to travel within the particular District that is serviced by the rostered officer.

- 8.2 The private usage of Departmental vehicles referred to in subclause (8.1) shall not apply to officers who are rostered on a disturbance basis.
- 8.3 Where it is necessary for any rostered officer to utilise a private vehicle in response to an after hours call, the "Casual Rate" from the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied from time to time, shall apply or such other rate as may be prescribed by an award applying generally to Public Servants.

### **9. Overtime**

- 9.1 The rates set out in clause 5, Rates for After Hours Service, include compensation for time taken to receive calls advising of a possible crisis situation, and where an officer is not able or obliged to respond to a call in person, the time taken to make calls arranging for another officer or person to respond. All other time spent in the performance of work in response to a crisis call shall be paid for as set out hereunder:
- (a) for all overtime worked before the usual commencing time, and after the usual ceasing time 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 until relieved from duty;
  - (b) for all overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
  - (c) for all overtime on a Sunday at the rate of double time;
  - (d) for all overtime worked on a Public Holiday at the rate of double time and a half, i.e., ordinary rates and a half in addition to salary;
  - (e) An officer shall be paid a minimum of four hours at the appropriate penalty rate for each call responded to, provided that where the period of work commences within the minimum payment period for a previous response, payment shall be calculated as if the officer had been continuously engaged on overtime from the commencement of work on the first call until the expiry of the minimum four-hour period on the last call or completion of work on the last call, whichever is the later. Provided that the rate upon which the overtime rate is later calculated shall not exceed Clerk Grade 6 of the Crown Employees (Public Sector - Salaries 2016) Award.
- 9.2 Where an officer responds to a call the officer shall have at least eight consecutive hours of duty between the end of work on the last such call and the commencement of normal duty. If on the instruction of the Department the officer resumes or continues work without having had such eight consecutive hours off duty the officer shall be paid at double rates until the Officer is released from duty for such period and the officer shall then be entitled to be absent until the officer has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### **10. Selection Criteria and Process**

- 10.1 The District Director shall advise all officers in the Region of any proposal to introduce an on call or disturbance roster, including the proposed details of the roster and shall call for expressions of interest from staff who volunteer to participate as a rostered officer as necessary.
- 10.2 The District Director shall ensure that an assessment of the rostered officer's capacity to respond to after hours calls in relevant programme areas is carried out before the officer is rostered for duty.

### **11. Training**

The District Director shall ensure that all officers who volunteer to participate in the after hours service are provided with any training necessary to respond effectively to calls received in relevant programme areas.

## 12. Anti-Discrimination

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

### NOTES:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the NSW *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."

## 13. Grievance and Dispute Settling Procedures

- 13.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 13.2 An officer is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 13.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the NSW *Anti Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 13.4 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.

- 13.5 If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The officer may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 13.6 The Department Head may refer the matter to the Secretary, Department of Premier and Cabinet for consideration.
- 13.7 If the matter remains unresolved, the Department Head shall provide a written response to the officer and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 13.8 An officer, at any stage, may request to be represented by the Association.
- 13.9 The officer or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 13.10 The officer, Association, Department and Secretary, Department of Premier and Cabinet shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 13.11 Whilst the procedures outlined in subclauses 13.1 to 13.10 are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any officer or member of the public.

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

This award shall apply to officers employed as Managers Client Services, Managers Casework, Caseworkers, Senior Practitioners and Casework Specialists who volunteer to be placed on an On-Call or Disturbance Roster for the provision of an after hours service in the District.

The officers regulated by this award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, its Regulation and Rules, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2016) 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 (NSW Department of Family and Community Services - Community Services Division) After Hours Service Award published 3 August 2012 (372 IG 644) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (3 10 IG 359) and take effect on and from 24 August 2016.

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

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

Classification	Amount from first full pay period to commence on or after 1 July 2016 \$
Monday 5.00 pm to Saturday 9.00 am	99.35 per day
Saturday 9.00 am to Sunday 9.00 am	149.02 per day
Sunday 9.00 am to Monday 9.00 am	149.02 per day
Public Holiday	149.02 per day

**Table 2 - Other Rates and Allowances**

Item No	Clause No.	Amount from first full pay period to commence on or after 1 July 2016 \$
1	5.2 Disturbance Rate	29.77 per day

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF JUSTICE) CASINO  
INSPECTORS TRANSFERRED FROM DEPARTMENT OF GAMING  
AND RACING AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006328)

**REVIEWED AWARD**

Before Commissioner Stanton

2 August 2016

**PART A**

**Arrangement**

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Increments
4.	Leave
4A.	Leave for Matters Arising from Domestic Violence
5.	Annual Leave Loading
6.	Family and Community Service Leave/Personal Carer's Leave
7.	Hours
7A.	Lactation Breaks
8.	Overtime
9.	Shiftwork Arrangements
10.	Car Parking
11.	Allowance for Temporary Assignment to Higher Non-executive Roles
12.	Grievance and Dispute Settling Procedures
13.	Anti-Discrimination
14.	Deduction of Union Membership Fees
15.	Secure Employment
16.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
17.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1- Rates of Pay

**1. Definitions**

"Act" means the *Casino Control Act 1992*.

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

"Authority" means the Independent Liquor and Gaming Authority constituted under the Act.

"Casino" means premises or part of premises, defined as a casino under section 19 of the Act.

"Chief Executive" means the Department Head of Independent Liquor and Gaming Authority.

"Department" means the NSW Department of Justice.

"Department Head" means the Secretary of the NSW Department of Justice. .

"Industrial Relations Secretary" means the Secretary of Treasury as defined in s49 of the Government Sector Employment Act".

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

"Employee" means and includes persons employed on a full-time or part-time shift work basis in the role of Inspector or Supervising Inspector within the Casino.

"Personnel Handbook" means the Personnel Handbook of the NSW Public Service or its replacement as published on the Public Service Commission website and updated from time to time.

"Preliminary Training Rate" means the salary rate paid to Inspectors and/or Supervising Inspectors during their initial training period. Payment of this rate will cease immediately Inspectors and/or Supervising Inspectors commence shiftwork.

"Roster Cycle" means working 15 shifts at the casino and attending one training day of five hours over a five week cycle.

"Shift" means a period working 11 hours 20 minutes plus a 40 minute unpaid meal break but including two 15 minute paid crib breaks.

"Training Day" means one day of five hours for the purposes of providing additional training during a roster cycle.

"Working Day" under Clause 12 means any day except Saturday, Sunday or a public holiday in New South Wales.

"Family" under Clause 6 is the person who needs the employee's care and support and is referred to as the "person concerned" and is:

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

"Relative" under Clause 6 is a member of the same household of the employee, where for the purposes of this definition:

- (a) "relative" means a person related by blood, marriage, affinity or aboriginal kinship structures;
- (b) "affinity" means a relationship that one spouse or partner has to relatives of the other; and

- (c) "household" means a family group living in the same domestic dwelling.

## **2. Salaries**

Salaries for employees covered by this Award are set out at Part B Monetary Rates Table 1 - Rates of Pay of the Award. These salaries shall move in accordance with the Crown Employees (Public Sector - Salaries 2016) Award or any variation or replacement Award.

The salary rates expressed in this Award include a 30% allowance in full compensation for shift penalties which includes work on nights, weekends, and public holidays.

## **3. Increments**

- (a) The payment of increments under the scale of salaries prescribed by Part B, Table 1 Rates of Pay shall be subject to satisfactory performance and the approval of the Department Head.
- (b) Subject to satisfactory performance, including training and development requirements for employees, ongoing employees will progress along the relevant incremental rate of pay scale at the completion of each year of continuous employment.

## **4. Leave**

Annual Leave:

Employees shall be entitled to 140 hours annual leave per annum plus the dollar equivalent of 35 hours recreation leave in lieu of work performed on Sundays and public holidays. This payment shall commence from 1/12/98 with the payment to be made, at the end of each leave year. All other provisions for annual leave are as contained in the Personnel Handbook or its replacement and the Government Sector Employment Regulation 2014.

Other Leave:

The provision for all other forms of leave as prescribed by the Personnel Handbook or its replacement and/or Government Sector Employment Regulation 2014 shall apply except that the time shall accrue and be taken as hours not days.

### **4A. Leave for Matters Arising from Domestic Violence**

- (a) The definition of domestic violence is found in clause 1, Definitions, of this Award;
- (b) Leave entitlements provided for in clause 6, Family and Community Service Leave/Personal Carers leave, and sick leave provided for clause 4, Leave, may be used by staff members experiencing domestic violence;
- (c) Where the leave entitlements referred to in subclause 4A (b) are exhausted, the Department Head shall grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- (d) The Department Head will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- (e) Personal information concerning domestic violence will be kept confidential by the agency;
- (f) The Department Head where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.



### 5. Annual Leave Loading

Employees are entitled to payment of an annual leave loading of 17.5% of the monetary value of 140 hours recreation leave accrued in a leave year. This annual leave loading is based on the salaries as prescribed in clause 2, Salaries.

### 6. Family and Community Service Leave/Personal Carer's Leave

The Department Head may grant family and community service leave to an employee:

- (a) for reasons related to the family responsibilities of the employee; or
- (b) for reasons related to the performance of community service by the employee; or
- (c) in a case of pressing necessity.

Family and community service leave replaces short leave.

The maximum amount of family and community service leave on full pay that may be granted to an employee is:

- (a) 24.50 hours during the first 12 months of service and 49 hours in any period of 2 years after the first year of service; or
- (b) 7 hours for each year of service after 2 years' of continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.

Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

Where family and community service leave has been exhausted, additional paid family and community service leave of up to 14 hours may be granted on a discrete "per occasion" basis on the death of a person defined in clause 1, Definitions.

When family and community service leave is exhausted, sick leave provisions may be used by an employee to care for a sick family member.

Use of sick leave to care for a sick family member - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to
  - (i) the employee being responsible for the care and support of the person concerned, and
  - (ii) the person concerned being as defined in clause 1 Definitions.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement, minus any sick leave taken from that year's entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Department Head may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph (c) of this subclause.
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.

- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Department Head prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Department Head beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

## **7. Hours**

- (a) The normal hours of work for full-time employees shall be 175 hours per five week cycle.
- (b) The standard shift starting and finishing times shall be 7 am and 7 pm respectively. Nevertheless the starting and finishing time may be staggered by up to one hour as determined by the Department Head or delegate in consultation with the employee.
- (c) Normal hours of work shall be structured to avoid broken periods of duty (i.e. there shall be no split shifts).
- (d) Part-time employees shall work the same shift duration as full-time employees but the number and frequency of shifts shall be negotiated having regard to the exigencies of the Authority and then fixed on the same basis as full-time employees.

### **7A. Lactation Breaks**

- (a) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (b) A full time employee or a part time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (c) A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (d) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (e) The Department Head shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (f) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (g) Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.

- (h) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 4, Leave of this Award, or access to the flexible working hours scheme provided in clause 7, Hours of this Award, where applicable.

### **8. Overtime**

An employee may be directed by the Department Head to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- (a) the employees prior commitment outside the workplace, particularly the employees family and carers responsibilities, community obligations or study arrangements;
- (b) any risk to employee health and safety;
- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the Authority and the effect on client services;
- (d) the notice (if any) given by the Department Head regarding the working of the overtime, and by the employee of their intention to refuse the working of overtime; or
- (e) any other relevant matter.

### **9. Shift Work Arrangements**

- (a) When rostered for shift work the employees shall be at the Casino for 12 hours which comprises of 11 hours 20 minutes on duty and an unpaid 40 minute meal break. There will also be included two 15 minute paid crib breaks.
- (b) Employees are not on duty during a meal break and are not required to answer calls. Employees shall not be required to work in excess of five hours without a crib break or a meal break. The meal break should be taken as near as possible to the middle of the shift.
- (c) The rostered time of a meal break may be varied by up to 15 minutes to suit operational needs.
- (d) Shift rosters once fixed can only be varied, with the approval of the Department Head or delegate. Employees shall ordinarily be given a minimum of eight calendar days notice of roster change and may voluntarily agree to a change in roster in a shorter time frame.
- (e) Where less than 48 hours notice is given of changed shift arrangements, employees will be paid overtime rates for that shift.
- (f) There shall be a minimum of 10 hours break between shifts.

### **10. Car Parking**

Free parking shall be provided for employees at the Casino. It is not available for employees on training days at locations other than the Casino.

### **11. Allowance for Temporary Assignment to Higher Non-executive Roles**

- (a) An allowance may be paid to an employee for performing work in a higher classification of work than the employee's current classification of work. The allowance may be paid on a shift by shift basis dependent on operational requirements.
- (b) Where an employee performs the whole of the duties and assumes all of the responsibilities of that more senior role he or she will, subject to satisfactory performance, be paid the difference between the

employee's present rate of pay and the rate of pay that the employee would be paid if appointed to that role.

- (c) Where an employee does not possess the skills necessary to perform the whole of the duties and responsibilities of the more senior role at the time of relieving the employee will be paid subject to satisfactory performance an allowance based upon the proportion of duties actually performed.

## **12. Grievance and Dispute Settling Procedures**

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

## **13. Anti-Discrimination**

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

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

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

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

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

#### **15. Secure Employment**

- (a) Work Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:
- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
  - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
  - (2) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (a) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

(b) Disputes Regarding the Application of this Clause

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

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

**16. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- (a) The entitlement to salary package in accordance with this clause is available to:
- (i) ongoing full-time and part-time employees;
  - (ii) temporary employees, subject to the Authority's convenience; and
  - (iii) casual employees, subject to the Authority's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 16(g).
- (b) For the purposes of this clause:

- (i) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 2, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
  - (ii) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HELP payments, child support payments, and judgement debtor/garnishee orders.
- (c) By mutual agreement with the Department Head an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (i) a benefit or benefits selected from those approved by the Department Head and
  - (ii) an amount equal to the difference between the employee's salary, and the amount specified by the Department Head for the benefit provided to or in respect of the employee in accordance with such agreement.
- (d) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (e) The agreement shall be known as a Salary Packaging Agreement.
- (f) Except in accordance with subclause 16(g), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Department Head at the time of signing the Salary Packaging Agreement.
- (g) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
  - (b) where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
  - (c) subject to the Departments agreement, paid into another complying superannuation fund.
- (h) Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (i) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
  - (ii) *Superannuation Act 1916*;
  - (iii) *State Authorities Superannuation Act 1987*; or
  - (iv) *State Authorities Non-contributory Superannuation Act 1987*,
- the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- (j) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 16(i) of this

clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

- (k) Where the employee makes an election to salary package:
- (i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
  - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 2, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (l) The Department Head may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (m) The Department Head will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

#### 17. Area, Incidence and Duration

- (a) This Award covers Casino Inspectors transferred to the Authority as a result of the Casino Control Act 1992 from the Department of Gaming and Racing on 1 July 2001. Casino Inspectors recruited after 30 June 2001 are not under this Award but are employed under the *Casino Control Act 1992*.
- (b) The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) and take effect on and from 2 August 2016.
- (c) Changes made to this Award subsequent to it first being published on 26 October 2007 (364 I.G. 97) have been incorporated into this Award as part of the review.
- (d) This Award remains in force until varied or rescinded, the period for which it was made having already expired.

### PART B

#### MONETARY RATES

**Table 1 - Rates of Pay**

Casino Inspectors, transferred from Department of Gaming and Racing		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.5% \$
Preliminary Training Rates - Inspectors		
Inspector - 1st Year of Service	64	71,438
Inspector - 2nd Year of Service	67	73,635
Inspector - 3rd Year of Service	75	79,384
Thereafter	78	81,888



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

J. D. STANTON, Commissioner

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Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF JUSTICE)  
EXHIBITION PROJECT MANAGERS AND PROJECT OFFICERS)  
AUSTRALIAN MUSEUM AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006332)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD**

**PART A**

**1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Progression from level 5 to 6: Assessment Procedures
5.	Hours of work
6.	Overtime
7.	Anti- Discrimination
8.	Grievance and Dispute Resolution Procedures
9.	Consultative Committee
10.	Conditions of Employment
11.	Required Skills
12.	Training Commitment
13.	Work Arrangements
14.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Attachment 1 - Nominated Organisational Skills  
Attachment 2 - Nominated Exhibition Skills  
Attachment 3 - General Fundamental Exhibition Skills  
Attachment 4 - Specific Fundamental Exhibition Skills  
Attachment 5 - Skills Listing - Exhibition Project Officer  
Level 2 - 5  
Attachment 6 - Skills Listing - Exhibition Project Officer  
Level 6 - 8  
Attachment 7 - Training Arrangements

## 2. Definitions

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

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

"Department" means the NSW Department of Justice.

"Department Head" means the Secretary of the NSW Department of Justice.

"Director" means the Director of the Australian Museum.

"Industrial Relations Secretary" means the Secretary of Treasury as defined in s49 of the Act.

"Exhibition Project Officer Level 1" means a employee appointed as such and engaged in routine exhibition projects under general supervision of a more senior Project Officer; and who possesses a trade certificate in areas of Carpentry/ Joinery, Cabinet Making, Electronics, Radio Technology or equivalent plus a minimum of five years experience in a relevant field of exhibition production; or who possesses a recognised degree, diploma in Art/Communication, Architecture, Applied Arts, Design (Industrial, Interior, Graphic), Engineering or qualifications deemed equivalent; or who has relevant work experience of not less than nine years.

"Exhibition Project Officer Level 2 - 5" means a employee appointed as such and engaged in both routine and complex exhibition projects and who gains skills in NOS; NES and both General FES (GFES) and Specific FES (SFES) as outlined in Attachment 5 and who possesses at least minimum qualifications required for Project Officer Level 1

"Exhibition Project Officer Level 6 - 8" means a employee appointed as such and engaged in both routine and complex exhibition projects and who gains skills in NOS; NES and both General FES (GFES) and Specific FES (SFES) as outlined in Attachment 6 and who possesses at least minimum qualifications required for Project Officer Level 1 and has undergone skills training required for Project Officer Level 2 - 5.

"Exhibition Project Manager" means a employee responsible for the control and direction of defined exhibition projects, including management of production teams and who possesses at minimum qualifications required for Exhibition Project Officer, or relevant experience in Project Management; plus a demonstrated ability in management of exhibition projects.

"Nominated Organisation Skills" (NOS) means those skills required within the Museum to enhance the general abilities of staff as outlined in Attachment 1.

"Nominated Exhibition Skills" (NES) means those skills required within the Museum exhibition field acquired by all Exhibition Project Officers, as outlined in Attachment 2.

"General Fundamental Exhibition Skills" (GFE) means those skills which cover the major areas of specialisation within the Exhibition Division requiring a general working knowledge gained through work experience, exchange of ideas within/between project teams and/or short-term placement in the relevant area, as well as external course work. GFES are outlined in Attachment 3 - General Fundamental Exhibition Skills.

"Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the service level to which they are appointed.

"Specific Fundamental Exhibition Skills" (SFES) means those more specialised skills which require specialist knowledge gained through tertiary and trade courses or relevant experience. Specific FES skills are required in one of the four components of the Division under separate categories of Design; Electronics and Media; Fabrication and Construction; and Preparation. SFES are outlined in Attachment 4.

"Employee" means an person engaged in an ongoing, temporary, or casual employment, under the Act.

### 3. Salaries

The salaries payable are prescribed in Part B, Monetary Rates, of this Award.

Employees appointed to the roles specified shall be paid the following salaries subject to the provisions of the Government Sector Employment Act 2013 and the Public Sector Employment and Management Regulation 2009.

Progression from Level 1 to Level 2 shall be subject to satisfactory conduct and performance and demonstrated willingness by the employee to undergo a skills training program as defined and certified by the supervisor and approved by the Head, Exhibitions and Creative Services.

Progression from Level 2 to Level 5 shall be subject to satisfactory conduct and service plus demonstrated ability and competence in the skills required at each level, as certified by both the supervisor and the Manager, Human Resources and approved by the Head, Exhibitions and Creative Services. This review shall be undertaken annually based on the anniversary of service of the employee.

Appointment above the minimum rate to an advertised vacancy shall be determined by the Director (or delegated employee) on recommendation of an established selection committee as long as the employee can demonstrate possession of the required qualifications, experience and skills, including any overseas qualifications/ experience and any relevant voluntary experience.

A employee who has served for twelve months on the rate prescribed for Exhibition Project Officer Level 5 may be advanced to Level 6 provided that the review panel has certified to the Director that

- (a) the employee concerned has completed the necessary training and skills development and is able to demonstrate their ability to undertake such work; and
- (b) the employee has indicated a willingness to participate in further skills training and development.

Progression from Level 6 to Level 8 shall be subject to satisfactory conduct and service plus demonstrated ability and competence in the skills required at each level, as certified by the Exhibition Project Manager and approved by the Head, Exhibitions and Creative Services. This review shall be undertaken annually.

Progression shall be by way of increments paid at 12 month intervals, subject to satisfactory conduct and services as certified by the Head, Exhibitions and Creative Services.

### 4. Progression from Level 5 to Level 6: Assessment Procedures

- (a) A review panel consisting of the Head, Exhibitions and Creative Services, the Assistant Director (Public Engagement) or their nominated delegate and a representative from the Association and/or a Union representative from the Museum elected for this purpose by Exhibition Project Officers for the term of this Award, shall be constituted to consider and recommend to the Director the progression of a employee from Exhibition Project Officer Level 5 to Exhibition Project Officer Level 6. Panel membership may be expanded to ensure representation of relevant EEO target groups.
- (b) The members of the panel shall examine a written statement prepared by the employee in support of their progression, as well as any other Museum papers or completed projects illustrating either the type of work performed by the employee or are otherwise relevant to the question of progression of the employee.
- (c) In the event that the committee members disagree on a recommendation, a written report shall be furnished to the Director from each individual committee member stating the reasons why progression is considered appropriate, or not as the case may be. The Director shall make a determination, which is binding on all parties.

- (d) The employee shall have right of appeal to the Director, who shall be empowered to appoint an independent senior staff member to review the panel's decision-making process and make further recommendations to the Director regarding the employee's appeal.

### 5. Hours of Work

The ordinary hours of work shall be thirty-five hours per week. Flexible working hours are provided in accordance with provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any variation or replacement award.

### 6. Overtime

Overtime will be paid in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any variation or replacement award and the Personnel Handbook of New South Wales or any variation or replacement document.

### 7. Anti-Discrimination

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

### 8. Grievance and Dispute Resolution Procedures

- (a) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the department, if required.
- (b) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (d) The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (f) The Department Head may refer the matter to the Industrial Relations Secretary for consideration.
- (g) If the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The employee, Association, Department and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (j) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving 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

### 9. Consultative Committee

The Australian Museum's Joint Consultative Committee will be responsible for the implementation of this Award.

Changes to this Award that are considered appropriate during the term of this Award will be recommended by the Joint Consultative Committee to the Director for consideration.

### 10. Conditions of Employment

All conditions of employment for Exhibition Project Officers will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any variation or replacement award and the Personnel Handbook of New South Wales or any variation or replacement document.

### 11. Required Skills

The Museum is required to annually review the NOS, NES, GFES and SFES skills listing to ensure continuing applicability and to add or delete skills where necessary. This will be carried out by a committee of the Head, Exhibitions and Creative Services, an Exhibition Project Manager, an Exhibition Project Officer who is a union member and a representative of the Association at their discretion and the Manager, Human Resources.

### 12. Training Commitment

Upon entering this Award the Museum has undertaken a commitment to provide resources and opportunities for the training of Exhibition Project Officers as far as reasonable within the Museum's overall Training and Staff Development budget and requirements.

Training shall be undertaken as outlined in Attachment 7.

### 13. Work Arrangements

It is agreed that the focus of day-to-day work arrangements for employees covered by this Award will be on a project team basis, led by an Exhibition Project Manager.

There will be flexibility in the composition of project team members, depending on the core skill requirements of particular projects, but emphasis shall be given to encouraging the multi-skilling of employees and broadening of work experience.

### 14. Area, Incidence and Duration

- (a) This Award shall apply to all staff of the Australian Museum employed under the classification of Exhibition Project Manager or Exhibit Project Officer as defined in Clause 2 Definitions.
- (b) The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect from 2 August 2016.
- (c) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay**

Effective from the first pay period commencing on or after: 1 July 2016

Exhibition Project Managers and Project Officers - Australian Museum			
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.5% \$	
Exhibition Project Officer			
Skill Level 1	46	60,154	
Skill Level 2	52	63,649	
Skill Level 3	58	67,248	
Skill Level 4	64	71,438	
Skill Level 5	67	73,6359	

Skill Level 6	78	81,888	
Skill Level 7	83	85,928	
Skill Level 8	88	90,215	
Exhibition Project Manager			
Year 1	95	96,784	
Year 2	98	99,862	
Year 3	102	103,822	

## ATTACHMENT 1

### NOMINATED ORGANISATIONAL SKILLS

Nominated Organisational Skills (NOS) are those skills required within the Museum to enhance the general abilities of staff include:

Literacy Skills - ability to read and comprehend written material.

Numeracy Skills - ability to use basic principles of mathematics.

Manual Skills - skills in "hands-on" tasks.

Motor Skills - ability to use necessary tools, equipment, etc. required to complete tasks.

Oral Communication Skills - ability to articulate thoughts or ideas into words.

Written Communication Skills - ability to express thoughts or ideas in written form (including report writing, submissions, correspondence, text and other material).

Team Work Skills - ability to work as part of a group, to take directions and give input to the group process.

Work Health and Safety Knowledge & Application - understanding relevant legislation and safe work practices, including identification and removal of hazards and using this knowledge on the job.

Computing Skills - basic office computer skills.

On-the-Job Training Skills - ability to impart knowledge and skills applicable on-the-job to another person, including ability to teach and gauge when knowledge and skills have been acquired.

Train the Trainer Skills - ability to prepare and present a structured training program, setting measurable objectives, preparing visual and written training material and undertaking evaluation of the training.

#### Management & Supervision Skills:

Understanding of EEO Principles

Selection Techniques

Staff Appraisal

Planning/Organisational Skills

Time Management

Presentation Skills

Negotiating/Influencing Skills



Stress & Change Management  
Decision Making/Problem Solving

Leadership & Team Building Skills

Project Management

## **ATTACHMENT 2**

### **NOMINATED EXHIBITION SKILLS**

Nominated Exhibition Skills (NES) are those skills required within the Museum exhibition field and acquired by all Exhibition Project Officers. Parts of certain NES skills will be acquired at different levels whilst a Project Officer is progressing through each level, with the end result that the total NES skill will be gained by the time the employee has reached the required incremental level referred to in the agreement. These skills will need to be reviewed and updated with changes in technology development. This area also includes use and maintenance of audio visual equipment and methods. NES skills include:

Artefact Handling & Mounting - Placing objects within an exhibition, taking into account physical constraints and limitations for rare, fragile or otherwise precious artefacts. This includes object handling, other objects or materials that it may come into contact with, lighting levels, chemical sensitivity, etc. as well as taking into account the aesthetics of the exhibition as a whole. Artefact handling skills need to be gained before mounting skills can be acquired.

Lighting Techniques - Balancing both the function of the exhibition and the object itself in terms of lighting levels within a particular exhibition, as well as the levels the object can take and having regard for the aesthetic presentation of the object.

Maintenance Operations & Management - Foreseeing problems over time and building in solutions into the physical construction of displays, e.g. in the maintenance of an object considering the ease of access to it, environmental conditions, pest control, etc. during production of the exhibition. Maintenance operations refers to the actual hands-on activities involved in maintenance (e.g. signage, lighting, general repairs, etc.) and these skills would be gained prior to maintenance management skills.

Estimating & Costing - Planning for amount of material (foam, resin, etc.), equipment, staffing requirements for exhibition projects, including costing and estimating for any field trips and sub-contracting that needs to be undertaken.

Network Planning - Analysing and planning the multifaceted activities required to put together an exhibition from planning to construction to future maintenance and linking these activities together in the correct sequence.

Packing & Transport-Planning and undertaking packing and moving either parts or whole exhibitions to other institutions, taking into account conservation issues.

Electronics Operations & Applications - The use and application of electronics technology to exhibitions development, including computing (advanced software applications); laser disc; videodisc; general programming.

## **ATTACHMENT 3**

### **GENERAL FUNDAMENTAL EXHIBITION SKILLS**

General Fundamental Exhibition Skills (GFES) are those skills which cover the major areas of specialisation within the Exhibition division requiring a general working knowledge gained through work experience, exchange of ideas within/between project teams and/or short-term placement in the relevant area, as well as external course work. General FES skills. are acquired by all Project Officers and include:

Painting, Finishing and Woodworking - Knowledge of methods and issues relating to selection and processes.

Drafting & Detailing - Plan and document reading and ability to convey technical instruction.

Presentation Mock-ups/Models - Design/build preliminary models and components used at visualisation stage of gallery projects.

Plastics Fabrication - Knowledge of methods and issues relating to selection and processes.

Metal Fabrication - Knowledge of methods and issues relating to selection and processes.

Exhibition Component Design - Knowledge of methods and issues relating to graphics; showcase and furniture design; models and interactives.

## **ATTACHMENT 4**

### **SPECIFIC FUNDAMENTAL EXHIBITION SKILLS**

Specific Fundamental Exhibition Skills (SFES) are those more specialised skills which require specialised knowledge gained through tertiary and trade courses or equivalent experience. Specific FES skills are required in one of the four components of the Division under separate categories of Fabrication and Construction; Electronics and Media: Preparation; and Design.

The skills required are:

#### **Fabrication and Construction**

Cabinet Making - includes furniture/showcase design; - K.D. techniques; security locks and fittings; glazing; laminating; lighting; linings, mounts and props; jib and cutters; special detailing doors, panels, etc.

General Construction - includes set out major sites; framing in timber and steel; floor setting timber and sheeting; wall sheeting gyprock, customwood, hardboard.

Painting and Finishing - includes spray enamel, lacquers, epoxy; antique wood colouring and finishings; wall painting; paper hanging and special effects.

Metal Fabrication - includes welding, bending, cutting, forming; finishing; sheet metal.

Partitions and Office Fitting - includes fabrication walls and ceiling panels; door fitting/sliding/suspended; concertina moveable partitioning; glazing and sound proofing.

Floor Coverings - includes carpet laying; vinyl flooring; underlay installation.

Restorations - includes investigating styles and materials; repairing antique furniture and fittings; undertaking upholstery, caning etc.

#### **Electronics and Media**

Systems Design - includes audio systems; video systems; multi-vision photo transparency systems; cinematic systems; integrated control systems; electronic signage/displays; interactive exhibits.

Systems Manufacture & Installation - includes electronic switching and control systems; microprocessor controls; installation and commissioning documentation.

Program Development - includes sound recording; video recording; post production; titling; special effects

Software Management - includes mastering and archival transcription; copyright and licensing; storage systems; transmission duplications.

Event Services - includes conference design and co-ordination; theatre screenings; media launch co-ordination; social functions; seminar services; transcriptions.

Electronic Servicing includes preventative maintenance; breakdown repairs: modification and upgrading existing hardware; back-up system.

#### Preparation

Preservation Techniques - includes invertebrate; plant preservation; tanning and finishing; maceration; freezer drying; study skin preparation.

Fabrication Techniques - includes thermoplastic fabrication; metal fabrication; timber fabrication; glass and ceramic.

Mechanical & Animated Effects - includes moving exhibits; prototypes; timed sequences; interactive exhibits, etc.

Moulding and Casting - includes polyesters; epoxies; urethanes; silicones; fillers plasticisers and colorants.

Diorama and Foregrounding Construction & Presentation - design and construction of environments.

Taxidermy - includes mounting of skins on modelled form and various other forms of presenting mammals, birds and fish skins.

Biological Model Making - includes models of cells, organs and biological systems (animals, plants or parts thereof).

Topographical Model Making - includes scale models of buildings and galleries Sculpture - includes modelling and carving.

Painting & Scenic Art - includes murals, rock art, surfaces of rock castings, caves, etc.

Fieldwork - includes flora, fauna, geological collecting, firearm handling, trapping, driving.

Photography - includes environments and landscapes, etc.; specimens - for reference.

Replication - includes creative substitutes in a wide variety of materials of man-made artefacts and objects from nature.

Research - includes new materials, techniques and approaches and exhibit specific research such as is used for the interpretation of scientific presentations.

Chemical Handling - includes safety and proper storage, shelf life, contaminants, etc.

Adhesives - includes the full range of specialised bonding applications for all materials used in exhibition construction.

Paints, Lacquers & Coatings - includes knowledge of surface finish applications and equipment.

Animal Husbandry - includes fauna maintenance as required by live exhibits.

Biological Presentation - includes wetbox presentation, osteological presentation, skeletal articulation. etc.

**Design**

Reprographic Camera Skills - line and screen work, program setting and manipulations (3-dimension work, time over-ride etc.)

Layout Skills - placement of text, photos and graphics and/or 3-dimensional objects to meet a design concept; as well as production of mock-ups or visuals to give a good representation of final product and for presentation to management, etc.

Paste-up/Finished Art Skills - accurate placement of copy including registration, cut, crop and fold marking; accurate photo scaling and cropping; accurate technical pen work; colour separation and overlays; and specifications for printers.

Drafting & Detailing Skills - preparing specifications for contractors, etc.; and documentation for exhibition projects and publications.

Desktop Publishing Skills - the production of documents using computer for layout of text, photos and graphics.

Computer Graphics - the production of graphics using specific computer graphic programs.

Typography Skills - understanding the use of faces point size, kerning, leading, spacing, column widths and type styles and copyfitting.

Print Media Skills - understanding of the printing processes; knowledge of paper types, weights and surfaces for ink hold; knowledge of colours and how to achieve them using screens, pms colours and colour separation; knowledge of Publication printing including pagination, photo placement, colour page placement and binding; knowledge of photo printing techniques (screens, mezzotints, duotints); knowledge of special effects such as deep etching, dye cutting, folding, embossing and gloss varnishing; knowledge of instructions for printers in all of the above; checking of printer proofs.

Colour Theory Skills - the use of harmonies, contrasts, hues and discords to meet a concept.

Illustration Skills - undertaking scientific illustrations, maps, posters and publication illustrations, mock-ups drafting and perspective illustration; and knowledge of illustration equipment (pencil, technical pen, air brush. etc.)

Three Dimensional Display Skills - knowledge of screen-printing, light box displays, exhibition lighting, large scale bromides, photo mural and mounding, directional signage in metal plastics, etc.

Editing - undertaking proof reading, label writing and text concepts.

Picture Research - undertake research for graphic and photo requirements for exhibitions; undertake research to gain a working knowledge of exhibition or graphic design subject matter; undertake research into new exhibition techniques.

**ATTACHMENT 5****SKILLS LISTING - EXHIBITION PROJECT OFFICER LEVEL 2-5****NOS Skills Required:**

Literacy

Numeracy

Manual Skills

Motor Skills

Oral Communication

Written Communication

Team Work

Work Health and Safety [Knowledge and Application]

Computing

On-the-Job Training

NES Skills Required:

Artefact Handling

Artefact Mounting

Lighting Techniques

Maintenance Operations

Packing and Transport

Electronics Operations

Electronics Applications

GFES Skills:

Painting and Finishing

Drafting and Detailing

Presentation Mock-ups/Models

Plastics Fabrication

Metal Fabrication

Exhibition Component Design

SFES Skills Required:

Exhibition Project Officers are required to gain skills in one of the four components of the Division under separate categories of Fabrication and Construction; Electronics and Media; Preparation; and Design, as outlined in Attachment 4.

## **ATTACHMENT 6**

### **SKILLS LISTING EXHIBITION PROJECT OFFICER LEVEL 6-8**

NOS Skills Required:

All skills as listed Attachment 5, as well as:

Train the Trainer

Management & Supervision Skills:

Understanding of EEO Principles

Staff Appraisal  
Planning/Organising Skills  
Presentation skills  
Negotiating/Influencing Skills  
Stress & Change Management  
Decision Making/Problem Solving  
Leadership & Team Building Skills  
Selection Techniques  
Time Management  
Project Management

**NES Skills Required:**

All skills as listed in Attachment 5 as well as:

Maintenance Management  
Estimating & Costing  
Network Planning

**GFES Skills Required:**

All skills as listed in Attachment 3

**SFES Skills Required:**

Exhibition Project Officers are required to have a very high level of skills in one of the four components of the Division (Fabrication and Construction; Electronics and Media; Preparation; and Design), as outlined in Attachment 4.

## **ATTACHMENT 7**

### **TRAINING ARRANGEMENTS**

As per the Training Commitment in this Award (Clause 12), training shall be undertaken as follows:

Internal Courses - Courses will be designed as modules, particularly for NES skills. There will be a theoretical component developed by exhibitions staff with the expertise in the area and this material will be presented by the Museum's Training Officer. There will also be a practical component which will consist of project assignments, under supervision of the relevant exhibition employee. Each course will have a set of instructional objectives and staff will be required to meet set performance standards.

It is also envisaged that the senior Exhibitions staff who may be called on to present courses will undertake a modified "Train the Trainer" program to both increase their skills in training and to meet the requirements of the Training Guarantee Legislation.

All NOS skills required in the Award will be covered by internal courses, which are planned for in the Museum's Staff Development Program prepared every six months by the Human Resource Manager.

There will be cases where external experts will be brought in to conduct specific training, for example in new equipment and technology, where this cannot be accommodated by Museum staff.

External Courses - There are several courses that may be undertaken externally. The Museum already has contacts with the relevant institutions, including TAFE and we will be liaising further with these bodies where the need arises for a specific course that cannot be dealt with in-house.

On-the-Job Training - This is an integral part of the Award. Many skills, particularly NES and GFES can best be learnt by direct work experience, rotation between Project Teams, participating in different kinds of projects (e.g. both small temporary and large semi-permanent exhibitions) and short-term placement with other staff specialists. At times, work activity and the exhibitions program may not be able to provide the range of skills needed through direct work experience. Therefore, the training will be undertaken through other means and be included in the Museum's Staff Development Program.

The Museum's Staff Appraisal Scheme will be used as a means of planning the training that needs to be undertaken by each employee and an individual development and training program prepared on an annual basis by the employee and supervisor, that will encompass the three different training options.

J. D. STANTON, Commissioner

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Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF JUSTICE) MUSEUM  
OF APPLIED ARTS AND SCIENCES - CASUAL GUIDE LECTURERS  
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006949)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD**

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Intention
4.	Wage Rates and Conditions of Employment
5.	Deduction of Association Membership Fees
6.	Grievance and Dispute Resolution Procedures
7.	Anti-Discrimination
8.	Parties to this Award
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1-Wages

Appendix A

**PART A**

**1. Title**

This award shall be known as the Crown Employees (NSW Department of Justice ) Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award.

**2. Definitions**

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

"Award" means Crown Employees (NSW Department of Justice) Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award.

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

"Department" means the NSW Department of Justice.



"Department Head" means the Secretary of the NSW Department of Justice.

"Director" means the Chief Executive Officer of the Museum of Applied Arts and Sciences.

"Employee" means a person employed in casual employment in a Public Service agency in accordance with s3 of the Act and who occupies a role as a Casual Guide Lecturer, covered by this Award.

"Employer" means the Secretary of the Department of Justice.

"Industrial Relations Secretary" means the Secretary of Treasury in accordance with s49 of the Act.

### **3. Intention**

The purpose of this award is to regulate the rates of pay and conditions of employment of Casual Guide Lecturers.

### **4. Wage Rates and Conditions of Employment**

- (i) The casual hourly rate for a Casual Guide Lecturer is set out in Part B, Table 1 - Monetary Rates. This rate is set in accordance with the Crown Employees (Public Sector - Salaries 2016) Award and any variation or replacement award.
- (ii) Casual Guide Lecturers 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 paragraph 12.5.4;
  - (b) Personal Carer's entitlement in accordance with subclause 12.6; and
  - (c) Bereavement entitlement in accordance with subclause 12.7.

This entitlement is also set out at Appendix A of this Award.

### **5. Deduction of Association 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 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.
- (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.

## 6. Grievance and Dispute Resolution Procedures

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

## 7. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award that, by its terms or operation, has a direct or indirect discriminatory effect.

- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
  - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

#### **8. Parties to the Award**

This award is made between the following parties:

Industrial Relations Secretary,

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

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

- (a) This award applies to those staff employed as Casual Guide Lecturers by the Museum of Applied Arts and Sciences.
- (b) The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- (c) Changes made to this award subsequent to it first being published on 9 November 2007 (364 I.G. 279) have been incorporated into this award as part of the review.
- (d) This award remains in force until varied or rescinded for the period for which it was made already having expired.

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

**Table 1 - Wages**

Crown Employees (NSW Department of Justice) Museum of Applied Arts and Sciences – Casual Guide Lectures Award.

Casual Guide Lecturers - Museum of Applied Arts and Sciences		
Classification		1.7.16 Per hour 2.5% \$
Casual Guide Lecturer		44.52

**APPENDIX A**

- (i) Casual staff members 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 staff member (see section 53(2) of the *Industrial Relations Act 1996*) because:
- (A) the staff member or staff member's spouse is pregnant; or
- (B) the staff member is or has been immediately absent on parental leave.

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

- (ii) Personal Carers entitlement for staff members
- (a) Staff members are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (iii) 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 staff member shall agree on the period for which the staff member will be entitled to not be available to attend work. In the absence of agreement, the staff member is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The staff member is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a staff member because the staff member accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a staff member are otherwise not affected.
- (d) The staff member shall, if required,
- (A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

- (B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the staff member.

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

- (e) The staff member 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 staff member will inform the employer within 24 hours of the absence.

(iii) A family member for the purposes of (ii) (a) above is:

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

(iv) Bereavement entitlements for staff members

- (a) Staff members 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 staff member shall agree on the period for which the staff member will be entitled to not be available to attend work. In the absence of agreement, the staff member is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The staff member is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a staff member because the staff member accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a staff member are otherwise not affected.

(d) The staff member 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 staff member will inform the employer within 24 hours of the absence.

J. D. STANTON, Commissioner

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## **CROWN EMPLOYEES (NSW DEPARTMENT OF JUSTICE) STATE LIBRARY SECURITY STAFF AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006952)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **Arrangement**

#### PART A

Clause No.	Subject Matter
1.	Definitions
2.	Title
3.	Parties to the Award
4.	Salaries
5.	Conditions of Employment
6.	Hours of Work
7.	Shift Loadings
8.	Incremental Progression
9.	Local Arrangements
10.	Deduction of Union Membership Fees
11.	Grievance and Dispute Settling Procedures
12.	Anti Discrimination
13.	Savings of Rights
14.	Area Incidence and Duration

#### PART B

#### MONETARY RATES

Table 1 - Rates of Pay

### **PART A**

#### **1. Definitions**

"The Crown Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any variation or replacement Award.

"Department" means - The NSW Department of Justice.

"Department Head" means - The Secretary of the NSW Department of Justice.

"Industrial Relations Secretary" means the Secretary of Treasury as defined in section 49 of the Act.

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

"The State Library" means the State Library of New South Wales.

## **2. Title**

This Award shall be called the Crown Employees (NSW Department of Justice) State Library Security Staff Award .

## **3. Parties to the Award**

The parties to the Award are the Industrial Relations Secretary and the PSA.

## **4. Salaries**

- (a) Salaries have been annualised to include shift penalties except those for Public Holidays. Shift loadings for Public Holidays will be paid in the next available pay after working on a public holiday at the rate provided in the "Shift Work and Overtime" provisions of the Crown Award. The annualised salary rate will be the salary rate for all purposes including calculating overtime, holidays, leave loading, superannuation and long service leave.
- (b) The annualised salaries provided for in this award are calculated by using the shift loadings contained in the "Shift Work and Overtime" provisions of the Crown Award.
- (c) Staff employed under this award shall be eligible to receive the more favourable of leave loading or shift penalties when proceeding on recreation leave in accordance with the "Leave" provisions of the Crown Award.
- (d) Salaries paid to staff employed as Security Officers at the State Library will be as per Table 1 of Part B of this Award.

## **5. Conditions of Employment**

- (a) Except as where varied by this Award conditions of employment shall be as provided for in the Crown Award.
- (b) Security staff will be granted five (5) Rostered Days Off in each twenty (20) week shift cycle. Accrual of hours will be as locally arranged. Rostered days off will be taken as per the roster. Up to three (3) rostered days off may be banked.
- (c) Security staff will work the weekends rostered to qualify them for the five (5) additional days leave provided for in the "Shift Work and Overtime" provisions of the Crown Award.
- (d) There will not be a separate payment for a Computer Allowance as computer skills and responsibilities have been taken into account in the job evaluation process.
- (e) First aid allowances in line with the Crown Award will be paid to staff that acquire a first aid certificate.
- (f) An approved uniform and accessories will be issued to each Security Officer and must be worn when on duty. Uniforms and accessories will be replaced on a needs basis as approved by the Security Coordinators.
- (g) Staffing levels will be determined to meet the security needs of the Library. The State Library will have in place recruitment strategies so that all vacant roles are filled as expeditiously as possible.

## **6. Hours of Work**

- (a) Hours of work shall continue to be thirty five (35) hours per week worked over a seven (7) day roster.
- (b) The State Library may require a Security Officer to perform duty beyond the hours determined above but only if it is reasonable for the Security Officer to be required to do so. A Security Officer may



refuse to work additional hours in circumstances where the working of such hours would result in them working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- (1) the Officer's prior commitments outside the workplace, particularly the Officer's family and carer responsibilities, community obligations or study arrangements,
- (2) any risk to Security Officer health and safety,
- (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
- (4) the notice (if any) given by the State Library regarding the working of the additional hours, and by the Security Officer of their intention to refuse the working of additional hours, or
- (5) any other relevant matter.

### **7. Shift Loadings**

The annualised salaries provided for in this Award are based on the current rosters and are calculated by using the penalties contained in the "Shift Work and Overtime" provisions of the Crown Award.

### **8. Incremental Progression**

Security Officers will be entitled to the next increment, up to the 4th year increment, after 12 months service, subject to satisfactory attendance, conduct and performance of duties.

### **9. Local Arrangements**

- (a) Payment of Security Licence fees will be as agreed between the State Library and Security Staff.
- (b) To accrue time for rostered days off staff will take a forty five (45) minute meal break and commence shifts at a time seven (7) minutes before the listed starting time.

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

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

### 11. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (b) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti-Discrimination Act 1977) that makes it impractical for the staff member to advise their immediate manager, the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (d) The immediate manager or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved, with the immediate manager, the 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) days, or as soon as practicable. The staff member may pursue this sequence of reference to successive levels of management until the matter is referred to the Department Head .
- (f) The Department Head may refer the matter to the Industrial Relations Secretary for consideration.
- (g) If the matter remains unresolved the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) A staff member, at any stage, may request to be represented by their union.
- (i) The staff member or the union on their behalf, or the Department Head may refer the matter to the Industrial Relations Commission NSW if the matter is unresolved following the use of these procedures.
- (j) The staff member, the union, the Department Head and the Industrial Relations Secretary shall agree to be bound by any order or determination by the Industrial Relations Commission NSW in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to ( j) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

### 12. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
- (1) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (2) offering or providing junior rates of pay to persons under 21 years of age;
  - (3) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (4) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

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

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

### **13. Savings of Rights**

Should there be a variation to the Crown Employees (Public Sector – Salaries 2016) Award or an Award replacing that Award, employees of the State Library covered by this Award will maintain the same salary relationship to the rest of the public service. Any such increase will be reflected in this Award either by a variation to it or by the making of a new Award.

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

- (a) 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 2 August 2016.
- (b) The award remains in force until varied or rescinded, the period for which it was made having already expired.

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

The annualised salary rates as at 1 July 2016 as listed in Table 1 below.

The annualised salary rates incorporate shift penalties as per clause 4, Salaries.

**Table 1 - Rates of Pay**

Year	Annualised Salary Rate Per Year as at 1/7/6 \$
1st Year	62,987
2nd Year	65,232
3rd Year	67,082
4th Year	69,101

J. D. STANTON, Commissioner

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# **CROWN EMPLOYEES (NSW POLICE FORCE ADMINISTRATIVE OFFICERS AND TEMPORARY EMPLOYEES) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007496)

Before Commissioner Stanton

2 August 2016

## **REVIEWED AWARD**

### **PART A**

#### **SECTION 1 - FRAMEWORK**

##### **1. Arrangement**

Clause No.	Subject Matter
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##### 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

##### SECTION 2 - SALARIES

10. Salaries
11. Salary Packaging Arrangements including Salary Sacrifice to Superannuation

##### SECTION 3 - ATTENDANCE/HOURS OF WORK

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43. Overseas Travel
44. Exchanges
45. Room at Home used as Office
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47. Flying Allowance
48. Uniforms, Protective Clothing and Laundry Allowance
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99. Calculation of Overtime
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101. Anti-Discrimination
102. Secure Employment
103. Existing Entitlements
104. Area, Incidence and Duration

## PART B

## MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

## 2. Title

This award shall be known as the Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009.

## 3. Definitions

- 3.1 Act means the *NSW Police Act 1990*.
- 3.2 Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.
- 3.3 Administrative Officer means a person employed as an Administrative Officer under the *NSW Police Act 1990*.
- 3.4 Agreement means an agreement referred to in section 87 of the Act or an agreement as defined in the *Industrial Relations Act 1996*.
- 3.5 Approved Course means a course relevant to the employment of the staff member in NSW Police Force or the Public Service approved by the Commissioner.
- 3.6 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.7 At the convenience of means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.
- 3.8 Award means an award as defined in the *Industrial Relations Act 1996*.
- 3.9 Birth means the birth of a child and includes stillbirth.
- 3.10 Capital City means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.
- 3.11 Commissioner means the Commissioner of the NSW Police Force.
- 3.12 Contract hours for the day for a full time staff member, means one fifth of the full time contract hours, as defined in this award. For a part time staff member, contract hours for the day means the hours usually worked on the day.
- 3.13 Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.14 Daily span of hours means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract payment for overtime, unless otherwise prescribed in this award.
- 3.15 Day worker means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.00 a.m. and 7.00 p.m. or as negotiated under a local arrangement.
- 3.16 Public Service Commissioner means the position of Public Service Commissioner established under Division 1 of the Government Sector Employment Act 2013.
- 3.17 Expected date of birth, in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.



- 3.18 Extended leave means extended (long service) leave to which a staff member is entitled under the provisions of Part 6 of the Police Regulation 2015, as amended from time to time.
- 3.19 Flexible Working Hours Agreement means the agreement outlined in clause 23, Flexible Working Hours of this award, applicable to staff members other than a shift worker.
- 3.20 Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.
- 3.21 Flexible working hours debit means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.
- 3.22 Flexible Work Practices, Policy and Guidelines means the document negotiated between the Public Service Commissioner, Unions NSW and affiliated unions to provide agencies with the opportunity to exercise greater flexibility in employment arrangements.
- 3.23 Flex leave means a period of leave available to be taken by a staff member working under the Flexible Working Hours Agreement outlined in clause 23 of this award.
- 3.24 Full day means the standard full time contract hours for the day, i.e., seven or eight hours depending on the classification of the staff member.
- 3.25 Full pay or half pay means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.
- 3.26 Full-time contract hours means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.
- 3.27 Full-time position means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.
- 3.28 Full-time staff member means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.
- 3.29 Half day means half the standard contract hours for the day.
- 3.30 Headquarters means the centre(s) to which a staff member is attached or from which a staff member is required to operate on a long-term basis.
- 3.31 Industrial action means industrial action as defined in the Industrial Relations Act 1996.
- 3.32 Local Arrangement means an agreement reached at the organisational level between the Commissioner and the Association in terms of clause 12, Local Arrangements of this award.
- 3.33 Local holiday means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.
- 3.34 NSW Police Force means the NSW Police Force as established by the Act.
- 3.35 Normal hours of duty means:  
for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;

- for a staff member working under a flexible working hours scheme or local arrangement negotiated under clause 12, Local Arrangements - the hours of duty the Commissioner requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.
- 3.36 Normal work means, for the purposes of subclause 9.11 of clause 9, Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.
- 3.37 Official overseas travel means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.
- 3.38 On duty means the time required to be worked for the NSW Police Force. For the purposes of clause 54, Trade Union Activities Regarded as on Duty of this award, on duty means the time off with pay given by the NSW Police Force to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.
- 3.39 On loan means an arrangement between the NSW Police Force and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse the NSW Police Force for the staff member's salary and associated on-costs.
- 3.40 On special leave means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.
- 3.41 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in Table 1 - Rates of Part B, Monetary Rates of this award.
- 3.42 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Commissioner, which, due to its character or special circumstances, cannot be performed during the staff members ordinary hours of duty.
- 3.43 Part-time entitlement, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement.
- 3.44 Part-time hours means hours which are less than the hours which constitute full-time work under the relevant industrial instrument.
- 3.45 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.46 Part-time staff member means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.
- 3.47 Prescribed ceasing time means, for a staff member working standard hours or rostered shifts the conclusion of daily standard hours or rostered shift for that staff member. For a staff member working under a flexible working hours scheme, prescribed ceasing time means the conclusion of bandwidth of the scheme applying to that staff member.
- 3.48 Prescribed starting time means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours or rostered shift of that staff member. For a staff member working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that staff member.
- 3.49 Public holiday means a day proclaimed under the Public Holidays Act 1912, as a public Holiday.

- 3.50 Recall to duty means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible working hours scheme.
- 3.51 Regulation means the Police Regulation 2015.
- 3.52 Relief staff means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.
- 3.53 Residence, in relation to a staff member, means the ordinary and permanent place of abode of the staff member.
- 3.54 Rostered Day Off means, for the purposes of clause 24, Rostered Days Off for 38 Hour Week Workers of this award, a day off in a regular cycle at a time operationally convenient.
- 3.55 Seasonal staff means staff employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by staff already employed in the NSW Police Force and which, because of their seasonal nature, do not justify employment of staff on a long-term basis.
- 3.56 Secondment means an arrangement agreed to by the Commissioner, the staff member and another public service Department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment. Secondments under sections 95 and 95a of the Police Act will comply with the secondment provisions in Section 66 of the Government Sector Employment Act 2013.
- 3.57 Shift worker - Continuous Shifts means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Commissioner.
- 3.58 Shift worker - Non-continuous Shifts means a staff member who is not a day worker or a shift worker - continuous shifts, as defined above.
- 3.59 Short leave means the leave which was available to be granted to staff in the case of pressing necessity and which was replaced by family and community service leave from 20 September 1994.
- 3.60 Staff member means an officer or temporary employee as defined in the Act and unless otherwise specified in this award, includes both full-time and part-time staff. For the purposes of maternity leave, as set out in clause 76, Parental Leave of this award, staff member means a female staff member.
- 3.61 Standard hours are set and regular hours of operation as determined by the Commissioner in accordance with any direction of the DPE. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.62 Standby means an instruction given by the Commissioner to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
- 3.63 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Commissioner, if the activities to be undertaken are considered to be of relevance or value to the NSW Police Force and/or the public service.
- 3.64 Study Time means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to NSW Police Force and/or the public service, as defined in section 6-20 of Department of Premier and Cabinet, Personnel Handbook or its replacement.
- 3.65 Supervisor means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Commissioner to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

- 3.66 Temporary Employee means a person employed as a Temporary Employee under the Act to carry out work for a specified period.
- 3.67 Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from their usual place of work.
- 3.68 Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.
- 3.69 Trade Union Delegate means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.
- 3.70 Trade Union Official means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the Association for an agreed period of time.
- 3.71 Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the staff member is employed.
- 3.72 Workplace Management means the Commissioner or any other person authorised by the Commissioner to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.
- 3.73 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

#### **4. Parties to the Award**

The parties to this award are:

The Commissioner of the NSW Police Force, and

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

#### **5. Conditions of Employment**

This award contains the current common conditions of employment as negotiated by the Commissioner and the Association.

#### **6. Coverage**

The provisions of this award shall apply to Administrative Officers and Temporary Employees (as specified in the award) as defined in the Act.

#### **7. Statement of Intent**

This award aims to consolidate, in the one document, all common conditions of employment of staff employed in the NSW Police Force, to encourage the consultative processes to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of NSW Police Force work requirements, are not forfeited.

#### **8. Work Environment**

- 8.1 Work Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces within the NSW Police Force by:
- 8.1.1 the development of policies and guidelines for the NSW Police Force and, as and when appropriate on Work Health, Safety and Rehabilitation;

- 8.1.2 assisting to achieve the objectives of the Work Health and Safety Act 2011 and the Work , Health and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements within NSW Police Force work premises; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within the NSW Police Force to achieve these objectives;
- 8.1.3 identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
- 8.1.4 developing strategies to assist the rehabilitation of injured staff members;
- 8.1.5 directly involving the Commissioner in the provisions of paragraphs 8.1.1 to 8.1.4 inclusive of this subclause.
- 8.2 Equality in employment - The NSW Police Force is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 8.3 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and staff of the NSW Police Force are required to refrain from, or being party to, any form of harassment in the workplace.

### **9. Grievance and Dispute Settling Procedures**

- 9.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the NSW Police Force, if required.
- 9.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
- 9.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 9.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Commissioner.
- 9.6 The Commissioner may refer the matter to Public Service Commissioner for consideration.
- 9.7 If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 9.8 A staff member, at any stage, may request to be represented by the Association.
- 9.9 The staff member or the Association on their behalf, or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- 9.10 The staff member, Association, and the NSW Police Force shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

## **SECTION 2 - SALARIES**

### **10. Salaries**

- 10.1 The salaries under this award are payable to staff members appointed to or performing the duties of any of the positions or classifications listed in Table 1 - Rates of Pay of Part B, Monetary Rates, of this award.
- 10.2 The salaries payable are prescribed in Table 1 - Rates of Pay.
- 10.3 The salaries in this award are set in accordance with the Crown Employees (Public Sector - Salaries 2016) Award or any variation or any replacement award.
- 10.4 The salaries prescribed reflect an increase of 2.5% to salaries payable with effect from the first pay period to commence on or after 1 July 2016.
- 10.5 The salary increases referred to in subclause 10.4 of this clause, in so far as they apply from the first full pay period on or after 1 July 2016, shall only be paid to those staff members who are employed as at the date of effect of the Crown Employees (Public Sector - Salaries 2016) Award.
- 10.6 The following allowances are subject to adjustment in line with the salary increases:
- Community Language Allowance
  - First Aid Allowance
  - Flying Allowance
  - On-Call Allowance
  - Shift Allowances
- 10.7 In addition to the allowances listed in subclause 10.6 of this clause, any other allowance applying to classifications in Table 1 which is normally moved in accordance with salary increases is to be adjusted in line with the salary increases.

### **11. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- 11.1 For the purposes of this clause "salary" means the salary or rate of pay prescribed for the staff member's classification by clause 10, Salaries, and Part B, to this award.
- 11.2 By mutual agreement with the Commissioner, a staff member may elect to package part or all of their salary in order to obtain:
- 11.2.1 a benefit or benefits selected from those approved from time to time by the Commissioner; and

- 11.2.2 a salary equal to the difference between the salary prescribed for the staff member by clause 10, Salaries, and Part B to this award, and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the staff member in accordance with such agreement.
- 11.3 The amount packaged, including any salary sacrifice to superannuation arrangement under subclauses 11.10 to 11.14 of this clause, may be up to one hundred (100) percent of the staff member's salary.
- 11.3.1 Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include, but are not limited to, compulsory superannuation payments, judgment debtor/garnishee orders, union fees, and health fund premiums.
- 11.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 11.5 The agreement shall be known as the Salary Packaging Agreement.
- 11.6 Except in accordance with subclauses 11.10 to 11.14 of this clause, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the staff member and the Commissioner at the time of signing the Salary Packaging Agreement.
- 11.7 Where the staff member has elected to package part or all of their salary:
- 11.7.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 11.7.2 any allowance, penalty rate, payment for unused leave entitlements, weekly workers compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to the staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member under clause 10, Salaries, or Part B of this award in the absence of any Salary Packaging Agreement made under this award.
- 11.8 The Commissioner may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.
- 11.9 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the staff member may elect to terminate the Salary Packaging Agreement immediately.
- 11.10 A staff member may elect to sacrifice a part or all of their salary to additional employer superannuation contributions.
- 11.11 Where the staff member makes such an election, the staff member may elect to have the amount of salary sacrificed:
- 11.11.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- 11.11.2 subject to NSW Police Force agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- 11.12 Where the staff member makes an election in terms of subclause 11.10 of this clause, the NSW Police Force shall pay the amount of salary, the subject of election, to the relevant superannuation fund.

11.13 Where the staff member makes an election in terms of subclause 11.10 of this clause, and where the staff member is a member of a superannuation scheme established under the:

- 11.13.1 *Police Regulation (Superannuation) Act 1906;*
- 11.13.2 *Superannuation Act 1916;*
- 11.13.3 *State Authorities Superannuation Act 1987;*
- 11.13.4 *State Authorities Non-contributory Superannuation Act 1987;* or
- 11.13.5 *First State Superannuation Act 1992,*

The NSW Police Force must ensure that the amount of any additional employer superannuation contributions specified in subclause 11.10 of this clause is included in the staff member's superable salary which is notified to the SAS Trustee Corporations.

11.14 Where the staff member makes an election in terms of subclause 11.10 of this clause, and where, prior to electing to sacrifice a part or all of their salary to superannuation, a staff member had entered into an agreement with the NSW Police Force to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 11.13 of this clause, the NSW Police Force will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

### **SECTION 3 - ATTENDANCE/HOURS OF WORK**

#### **12. Local Arrangements**

- 12.1 Local arrangements may be negotiated between the Commissioner and the Association in respect of the whole of the NSW Police Force or part of the NSW Police Force in relation to any matter contained in the award.
- 12.2 All local arrangements negotiated between the Commissioner and the Association must:
  - 12.2.1 be approved in writing by the Commissioner, and
  - 12.2.2 be approved in writing by the General Secretary of the Association, and
  - 12.2.3 be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument, and
  - 12.2.4 include a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- 12.3 Subject to the provisions of subclause 12.2 of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Commissioner and the Association in respect of the provisions contained in clause 26, Flexible Work Practices of this award, where the conditions of employment of any group are such that the application of the standard flex time provisions would not be practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 23, Flexible Working Hours of this award shall apply.

#### **13. Working Hours**

- 13.1 The working hours of staff and the manner of their recording, shall be as determined from time to time by the Commissioner in accordance with any direction of the Public Service Commissioner. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this award.



- 13.2 The staff member in charge of a Command/division or branch of the NSW Police Force will be responsible to the Commissioner for the proper observance of hours of work and for the proper recording of such attendance.
- 13.3 The Commissioner may require a staff member to perform duty beyond the hours determined under subclause 13.1 of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- 13.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
  - 13.3.2 any risk to staff member's health and safety
  - 13.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
  - 13.3.4 the notice (if any) given by the Commissioner regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
  - 13.3.5 any other relevant matter.
- 13.4 The application of hours of work is subject to the provisions of this clause.
- 13.5 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- 13.6 The Commissioner shall ensure that all staff members employed in the NSW Police Force are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

#### **14. Part-Time Employment**

- 14.1 General
- 14.1.1 This clause shall only apply to part-time staff members whose conditions of employment are not otherwise provided for in another industrial instrument.
  - 14.1.2 Part-time work may be undertaken with the agreement of the Commissioner. Part-time work may be undertaken in a part-time position or under a part-time arrangement.
  - 14.1.3 A part-time staff member is to work contract hours less than full-time hours.
  - 14.1.4 Unless otherwise specified in the award, part-time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
  - 14.1.5 Before commencing part-time work, the Commissioner and the staff member must agree upon:
    - (a) the hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
    - (b) whether flexible working hours provisions or standard hours provisions will apply to the part-time staff member; and

- (c) the classification applying to the work to be performed;
- 14.1.6 The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- 14.1.7 Incremental progression for part-time staff members is the same as for full-time staff members, that is, part-time staff members receive an increment annually.
- 14.2 Additional hours
- 14.2.1 The NSW Police Force may request, but not require, a part-time staff member to work additional hours. For the time worked in excess of the staff member's usual hours and up to the normal full-time hours for the classification, part-time staff members may elect to:
- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
  - (b) if working under a Flexible Working Hours scheme under clause 23 of this award, or a Local Agreement made in accordance with clause 12 of this award, have the time worked credited as flex time.
- 14.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with clause 97, Rate of Payment for Overtime of this award.

### **15. Morning and Afternoon Breaks**

Staff members may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members, other than the 38 hour week workers, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

### **16. Meal Breaks**

- 16.1 Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:-
- 16.1.2 where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- 16.1.3 where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Commissioner and the Association to provide for payment of a penalty.

### **17. Lactation Breaks**

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

- 17.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- 17.5 The Commissioner shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk
- 17.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- 17.7 Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 17.8 Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 80, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 23, Flexible Working Hours of this award, where applicable.

### **18. Variation of Hours**

- 18.1 If the Commissioner is satisfied that a staff member is unable to comply with the general hours operating in the NSW Police Force because of limited transport facilities, urgent personal reasons, community or family reasons, the Commissioner may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:
- 18.1.1 the variation does not adversely affect the operational requirements;
- 18.1.2 there is no reduction in the total number of daily hours to be worked;
- 18.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- 18.1.4 a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
- 18.1.5 no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
- 18.1.6 ongoing arrangements are documented; and
- 18.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

### **19. Natural Emergencies and Major Transport Disruptions**

- 19.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 19.1.1 apply to vary the working hours as provided in clause 18, Variation of Hours of this award and/or
- 19.1.2 negotiate an alternative working location with the NSW Police Force; and/or
- 19.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

## 20. Notification of Absence from Duty

- 20.1 If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- 20.2 If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the Commissioner, the amount representing the period of absence shall be deducted from the staff member's pay.

## 21. Public Holidays

- 21.1 Unless directed to attend for duty by the Commissioner, a staff member is entitled to be absent from duty without loss of pay on any day which is:
- 21.1.1 a public holiday throughout the State; or
  - 21.1.2 a local holiday in that part of the State at or from which the staff member performs duty; or
  - 21.1.3 a day between Boxing Day and New Year's Day determined by the Commissioner as a public service holiday.
- 21.2 A staff member, who is required by the Commissioner to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 21.3 If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

## 22. Standard Working Hours

- 22.1 Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- 22.2 Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Commissioner. Where time off has been granted, such time shall be made up as set out in subclause 22.4 of this clause.
- 22.3 Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Commissioner approves, make the time up in accordance with subclause 22.4 of this clause.
- 22.4 Making up of Time - The time taken off in circumstances outlined in subclauses 22.2 and 22.3 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Commissioner.

## 23. Flexible Working Hours

- 23.1 Exclusions

Flexible working hours shall not apply to staff members who work shift work.

- 23.2 Statement of Intent

The Association, staff members and management are committed to fostering flexible work practices under Flexible Working Hours for the benefit of staff members and the achievement of the

organisation's goals. The Association, staff members and management will work co-operatively to ensure the successful implementation of Flexible Working Hours.

All parties are committed to managing time worked to avoid forfeiture of hours.

### 23.3 Statement of Agreed Principles

Decisions regarding working hours and patterns of work will be made by taking into account the following factors:

23.3.1 The convenience of the NSW Police Force in terms of:

- (a) the requirements of a particular work unit
- (b) the operational requirements of the NSW Police Force
- (c) the availability of work

22.3.2 The personal commitments and needs of the staff members.

### 23.4 General

23.4.1 The contract hours for the twelve week settlement period of Flexible Working Hours are 420. The maximum debit hours that can be carried forward from one settlement period to the next is 10 hours, except as otherwise specifically provided within subclause 23.17 of this clause. Therefore, the minimum adjusted total of Accrued Work Time (AWT) at the end of any settlement period is 410 hours.

23.4.2 All absences due to leave will be credited to a staff member's AWT. Such absences may be for periods as short as 15 minutes, with the appropriate amount of time for the absence being recorded as AWT on the staff member's record of attendance and debited to the staff member's leave records maintained by the NSW Police Force. A full day absence is equivalent to 7 hours.

23.4.3 Absences due to industrial action will be managed in accordance with the provision of 6-21.7 of the New South Wales Public Service Commission Personnel Handbook published by the Public Service Commission on-line at [www.psc.nsw.gov.au](http://www.psc.nsw.gov.au).

23.4.4 Absences using Flexitime or Banked time may be taken in conjunction with recreation leave and may occur on more than one occasion during a settlement period within the limits of Flexible Working Hours.

### 23.5 Definitions

"Accrued Work Time" is all time worked by the staff member (except paid overtime) during the settlement period, on any day of the week.

"Bandwidth" is the period during the day when all staff members may work and may record and accrue credit for time worked.

"Banked Time" is the terminology given to those hours/days nominated by a staff member to be banked at the end of a settlement period.

"Core time" is the period during the day when all staff members are required to be on duty, unless on authorised leave. The lunch period is not part of core time.

"Flex time" is the terminology given to those periods of time that a staff member may absent themselves from work with the approval of their supervisor under Flexible Working Hours during which no time is credited towards the staff member's Accrued Work Time.

"Joint Consultative Committee" is a forum established under the consultative arrangements agreed upon by the New South Wales Government, the Association and Unions NSW to promote, encourage and facilitate harmonious industrial relations between employers and staff members at the workplace or enterprise level.

#### 23.6 Settlement Period and Ordinary Hours.

23.6.1 The settlement period is twelve weeks. (Previously 4 weeks).

23.6.2 Ordinary Hours for full time Staff members are 35 hours per week, Monday to Friday. Standard hours are 35 hours per week between 8.30 am and 4.30 pm Monday to Friday.

23.6.3 Ordinary hours for part-time Staff members are less than 35 hours per week, Monday to Friday.

#### 23.7 Bandwidth

23.7.1 The standard bandwidth is 7.00 am to 7.00 pm (previously 7.30 am to 6.00 pm), Monday to Friday, during which time normal work can be undertaken.

23.7.2 By mutual agreement between a staff member and their supervisor, the standard bandwidth may be varied to an agreed bandwidth. Prior to the agreement being reached the staff member may consult with the Association. The variation to the bandwidth must be in the form of a signed written agreement between both parties. In no case shall the agreed bandwidth exceed 12 hours.

23.7.3 Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.

23.7.4 If approval to work outside the bandwidth is neither sought nor given, then time worked outside the standard or agreed bandwidth is not to be counted towards AWT.

#### 23.8 Core Time

23.8.1 The standard core time is 9.30 am to 3.00pm (previously 9.30 am to 3.30 pm).

23.8.2 By mutual agreement between a staff member and their supervisor, a staff member may work an alternative core time of a minimum 5 -1/2 hour span within the standard or agreed bandwidth, inclusive of a meal break of up to 2 -1/2 hours.

23.8.3 As outlined at paragraph 23.9.6 of this clause, where staff members are directed as to commencing or concluding times, core time will be adjusted accordingly.

#### 23.9 Hours Worked

23.9.1 A staff member may select commencing and concluding times from day to day, subject to the provisions of this Flexible Working Hours clause.

23.9.2 Where it appears work is not available, a staff member may be directed not to commence duty prior to a specified time, not being a time later than the commencement of standard hours.

- 23.9.3 A staff member may only accumulate credit hours in excess of the minimum daily contract hours where their supervisor is satisfied that work is available and it is convenient to the NSW Police Force for the staff member to so work.
- 23.9.4 All staff members are entitled to work a minimum 7 hours on any day. A staff member cannot be directed to work less than 7 hours on any day. A staff member may be directed to work 7 hours on any day, Monday to Friday.
- 23.9.5 A staff member may elect to work standard hours. Standard hours will be 7 hours work per day with a 1 hour lunch break, Monday to Friday. The staff member, in agreement with the supervisor, may nominate commencing and concluding times for the standard hours.
- 23.9.6 Flexible Working Hours recognises the need to provide satisfactory levels of customer service to clients. This includes internal and external clients. In order that a satisfactory level of customer service is provided to clients, where a business unit within the NSW Police Force can demonstrate a need to provide a level of service between certain hours, staff members may be directed to commence work at a time earlier than the standard hours commencing time or to conclude work later than the standard hours finishing time within the standard or agreed bandwidth.
- 23.9.7 Staff members cannot be directed as to commencing or concluding times in accordance with paragraph 23.9.6 of this subclause until approval is granted to the business unit by the Manager, Employee Relations following advice to the Association, and reasonable notice as to commencement. The reasonableness of any direction as to commencing or concluding times under paragraph 23.9.6 of this subclause may be raised with the Joint Consultative Committee.
- 23.9.8 Nothing in this clause shall prevent the NSW Police Force from requiring a staff member to revert to working standard hours where it is evident that the staff member is not observing the conditions of Flexible Working Hours.
- 23.9.9 Staff members may not be directed as to both commencing and concluding times except by way of a direction to work standard hours.
- 23.10 Weekend Work
- 23.10.1 The purpose of this clause is to facilitate at the staff member's request only, and then only with the approval of the supervisor, the working of ordinary hours on a weekend as a substitute for a weekday or days. Any such arrangement is subject to the provisions of this clause and is not to be used to circumvent the provisions of subclause 23.14 of this clause. All work directed on weekends is to be paid in accordance with the provisions of subclause 23.14.
- 23.10.2 At the request of a staff member, and with the approval of their supervisor, a staff member may undertake ordinary work on Saturdays and/or Sundays (without the payment of overtime) within the limitations of the standard or agreed bandwidth. The time worked is to be counted towards Accrued Work Time (AWT).
- 23.10.3 With the approval of the supervisor, a staff member undertaking work on Saturdays and/or Sundays may disregard the core time provisions of this clause.
- 23.10.4 Where a staff member undertakes work on Saturdays and/or Sundays they may, with the approval of their supervisor, absent themselves from duty on a one day for one day basis, on any day or days between Monday and Friday. If a Saturday or Sunday is worked, a staff member may absent themselves from duty for one day. If both Saturday and Sunday are worked, a staff member may absent themselves from duty for two days, which may be consecutive.

- 23.10.5 Absences under the clause are always subject to the prior approval of the supervisor. Any such day or days taken off under this arrangement will not affect the availability of the number of Flex time days or "Banked" days otherwise available within Flexible Working Hours.
- 23.10.6 Staff members who with the approval of their supervisor, are desirous of utilising the provisions of this clause are expected to agree on the application of all of the provisions of this clause before commencing work on a Saturday and/or Sunday.
- 23.11 Lunch Breaks and Meal Breaks
- 23.11.1 Time taken for lunch breaks and meal breaks does not count toward Accrued Work Time.
- 23.11.2 No staff member shall be required to work more than five (5) consecutive hours without a meal break of at least 30 minutes
- 23.11.3 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one and a half hours (previously 1 hour)
- 23.11.4 With the supervisor's prior approval, a longer lunch break may be taken, up to a maximum of 2-1/2 hours. Lunch breaks within the standard bandwidth and core time may be taken between 11.00am and 2.30 pm (previously 11.30 am - 2.30 pm)
- 23.12 Flexitime and Banked Time Entitlements
- 23.12.1 All staff may take up to 6 Flex time days off in any settlement period. This time may be taken off with other forms of authorised leave including Banked Time. The issue of when Flex time days are taken is subject to the supervisor's approval, consistent with the provisions of subclause 23.3 of this clause. The 6 Flex time days may be taken as either full days or half days or combinations thereof. A staff member does not receive credit towards their Accrued Work Time (AWT) when taking Flex time. It is not necessary for a staff member to have a credit balance when taking a Flex time day or days.
- 23.12.2 Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.
- 23.12.3 All staff may Bank time as "Banked" days subject to the provisions of paragraph 23.12.3 of this subclause. A "Banked" day is equivalent to 7 hours, and the staff member's AWT will be reduced by this amount for each day banked. A "Banked" day or days may only be banked using hours in excess of 420 for the settlement period. "Banked" days may only be taken as full days. Seven (7) hours will be credited to a staff member's AWT when a "Banked" day is utilised for leave.
- 23.12.4 A staff member may Bank time each settlement period on the following basis:
- (a) where the Staff member takes up to 6 Flex time days the bank is zero;
  - (b) where the Staff member takes up to 5 Flex time days the possible bank is 1 day;
  - (c) where the Staff member takes up to 4 Flex time days the possible bank is 2 days;
  - (d) where the Staff member takes up to 3 Flex time days the possible bank is 3 days;
  - (e) where the Staff member takes less than 3 Flex time days the possible bank is 3 days.



- 23.12.5 Over four or more settlement periods a maximum or equivalent of 12 days may be banked. Staff members cannot accumulate more than 12 "Banked" days.
- 23.12.6 "Banked" days may be taken with other forms of authorised leave including Flex time and can be taken in quantities ranging from 1 to 12 days. The issue of when "Banked" days are taken is subject to the supervisor's approval.
- 23.12.7 Subject to paragraph 23.12.3 of this subclause, relevant staff members and supervisors will make every effort to ensure that a situation does not arise where a staff member who has accumulated the maximum 12 "Banked" days, forfeits hours at the end of any settlement period.
- 23.13 Accrual of Accrued Work Time (AWT)
- 23.13.1 All time worked during the settlement period in accordance with Flexible Working Hours (except paid overtime) will count towards a staff member's Accrued Work Time (AWT).
- 23.13.2 A staff member should have a total AWT of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave, but does not include unused Banked Time.
- 23.13.3 Where AWT is less than 410 hours at the end of a settlement period, a staff member will be required to submit a recreation leave form for the amount of shortfall or alternatively they may, subject to paragraph 23.13.4 of this subclause, use up 3 "Banked" days to pay off debit hours. Where a staff member has no recreation leave available, leave without pay for the amount of time below 410 hours will apply and the leave without pay is credited to the AWT total. Where a staff member consistently totals 410 hours AWT or less at the end of settlement periods, the NSW Police Force may require the staff member to revert to standard hours.
- 23.13.4 A staff member with "Banked" days, and a debit balance in excess of 10 hours at the end of a settlement period, may use 1, 2 or 3 "Banked" days to pay off debit hours. Where a staff member uses up to 3 "Banked" days to pay off debit hours and accumulated AWT is still less than 410 hours, the provisions of paragraph 23.13.3 of this subclause will apply.
- 23.13.5 A staff member is entitled to accumulate and/or carry forward hours in excess of 420 ordinary hours at the end of a settlement period up to and including 42 hours.
- 23.13.6 Where a staff member exceeds 462 hours at the end of a settlement period, and the excess hours are not converted into "Banked" day or days in accordance with paragraph 23.13.7 of this subclause, the hours in excess of 462 will be forfeited.
- 23.13.7 Subject to the provisions of paragraphs 23.12.2 and 23.12.3 of this clause, at the end of a settlement period, a staff member may convert the hours in excess of 420 into a "Banked" day or days.
- 23.13.8 A staff member with AWT at the conclusion of a settlement period that amounts to less than 420 and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.
- 23.14 Work Outside the Standard or Agreed Bandwidth (Overtime)
- 23.14.1 The overtime provisions of this award will apply to work directed to be performed outside the standard or agreed bandwidth.
- 23.14.2 Application of overtime under Flexible Working Hours will be as follows:
- (a) If at the direction of the supervisor, a staff member works outside the standard or agreed bandwidth, overtime provisions will apply

- (b) At the direction of the supervisor, a staff member may be required to work overtime on a Monday to Friday, provided that the staff member has worked a minimum of 7 hours within the standard or agreed bandwidth on that day.

#### 23.15 Higher Duties Allowance

- 23.15.1 The parties agree that the implementation of Flexible Working Hours should not result in additional costs to the NSW Police Force with regard to the payment of Higher Duties Allowance (HDA).
- 23.15.2 Where a staff member performs relief in another position as a result of a "Banked" day or "Banked" days being taken by the incumbent, the relief performed will not attract HDA, nor will it be recognised for the purposes of accruing an entitlement to HDA.
- 23.15.3 Where a staff member performs relief in another position as a result of a Flex time day or Flex time days being taken by the incumbent, the relief performed will not attract HDA, nor will it be recognised for the purposes of accruing an entitlement to HDA.
- 23.15.4 Where "Banked" days and/or Flex time days are combined with other absences (ie recreation leave, sick leave, etc), the other absences must be taken as a continuous block. This continuous block will determine a staff member's eligibility to claim an HDA.

#### 23.16 Travelling on Official Business

- 23.16.1 Any travel on official business during the standard or agreed bandwidth on a working day shall be treated as time worked for the purposes of Flexible Working Hours.
- 23.16.2 Staff members shall be compensated for travelling time outside the standard or agreed bandwidth in accordance with the provisions of clause 28, Travelling Compensation of this award.

#### 23.17 Disruption of Transport

- 23.17.1 Where a staff member is delayed or prevented from attending the work place as a result of a transport strike or a major transport delay, the following conditions will apply.
  - (a) The staff member may commence or cease duty at any time. Time worked on such days will accumulate in the normal way.
  - (b) Where a staff member is unable to attend the work place due to a transport disruption and is unable to work from home or attend another place of work, the staff member may take the full day off as an additional Flex time day in the period and may carry the additional hours forward into the following settlement period.
  - (c) A staff member affected by transport disruption will not be debited recreation leave or leave without pay if the staff member has, as a consequence of the transport delay, accrued less than 410 hours in the settlement period coinciding with the transport disruption. However, the staff member must ensure that their adjusted total of AWT is at least 410 hours at the end of the following settlement period.

#### 23.18 Separation from the NSW Police Force

- 23.18.1 Where a staff member gives notice or resignation, retirement or transfer to another government department, the supervisor and staff member will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours, including "Banked Time".

- 23.18.2 Supervisors will take all reasonable steps to facilitate the elimination of accumulated credit or debit hours by such staff members. The provisions relating to Core time may be varied by the supervisor if necessary.
- 23.18.3 Staff members may be directed by the supervisor, in relation to their hours of attendance, to ensure that AWT is balanced to neither credit nor debit, at the conclusion of their last day of service. Such direction may include the taking of "Banked" or Flex time days.
- 23.18.4 Where a staff member has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that staff member will be adjusted accordingly.
- 23.18.5 Where despite the provisions of this clause, a staff member has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the staff member at the current salary rate. However, if requested by the staff member and agreed by the new agency, some or all such credit hours may be carried forward to the new agency.

#### 23.19 Part-Time Staff Members

- 23.19.1 Part-time staff members may accumulate Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time staff members but calculated on a pro-rata hours basis. They may not be required to work more than their contract hours.
- 23.19.2 A staff member who is employed under a part-time work arrangement which does not require fixed starting or finishing times on all the normal working days may accrue up to the maximum pro-rata accumulated credit and debit entitlements under Flexible Working Hours.
- 23.19.3 Contract hours for a staff member working under a part-time arrangement shall be calculated on the total number of agreed hours to be worked in a settlement period.
- 23.19.4 Pro-rata Flex time entitlements shall be calculated to the nearest half hour on a pro-rata basis. Pro-rata Banked time entitlement shall be calculated to the nearest "Banked" day. When taking either a half or full Flex time day, the additional time to cover the absence could be made up over the settlement period with the supervisor's approval or by taking either recreation or extended leave.
- 23.19.5 A staff member who elects to change from full-time to part-time work by agreement, may be permitted to exhaust accumulated Flex time entitlements prior to commencing part-time work, or have any existing accumulated credit balance carried over. Future entitlements for Flex time from this accumulated credit hour balance carry over shall be calculated on the basis of fulltime work until exhausted.
- 23.19.6 A staff member who changes from part-time to full time employment by agreement, may be permitted to exhaust accumulated Flex time entitlements prior to commencing fulltime work, or carry over the entitlement, which until exhausted shall be calculated in accordance with paragraph 23.19.4 of this subclause.

#### 23.20 Grievances

The parties shall co-operate in the monitoring of the operation of Flexible Working Hours. Identified operational and administrative problems may be raised either at workplace level through the applicable grievance procedures or through the Joint Consultative Committee.

### **24. Rostered Days Off for 38 Hour Week Workers**

- 24.1 The provisions of this clause apply only to those staff members who work a 38 hour week and are entitled to a rostered day off in a regular cycle.

- 24.2 Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
- 24.2.1 Except as provided in paragraph 24.2.2 of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
- 24.2.2 Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the staff member resumes duty.
- 24.2.3 Exception - Notwithstanding the provisions of paragraph 24.2.2 of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- 24.3 In the event of unforeseen circumstances or NSW Police Force operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- 24.4 Where seasonal or school vacation considerations affect NSW Police Force operations, rostered days off may be accrued and taken during a less active period.
- 24.5 A rostered day off is not to be re-credited if the staff member is ill or incapacitated on a rostered day off.
- 24.6 Payment of higher duties is not to be made to another staff member for undertaking some or all of the duties of the staff member who is absent on a rostered day off.

## 25. Non-Compliance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Commissioner, shall investigate such non compliance as soon as it comes to notice and shall take appropriate remedial action according to the Commentary and Guidelines on Conduct and Performance Provisions s67 to 70 of the Government Sector Employment (GSE) Act , Clause 14 of the GSE Regulation, Parts 2,7 & 8 of the GSE Rules and Public Service Commission Guideline, 2014-004 *Performance Development Framework* and supporting guides, as varied from time to time.

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Commissioner, shall investigate such non compliance as soon as it comes to notice and shall take appropriate remedial action according to the Commentary and Guidelines on Conduct and Performance Provisions, the Government Sector Employment (GSE) Act, the GSE Regulation, the GSE Rules and Public Service Commission guidelines as published from time to time.

## 26. Flexible Work Practices

- 26.1 Nothing in this award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.
- 26.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 shall be subject to the conditions specified in this award and in consultation with the Association.

## 27. Existing Hours of Work Determinations

Any existing Determinations/Agreements, pursuant to sections 86 and 87 of the Act on local arrangements in respect of the hours of work which operated in the NSW Police Force as at the effective date of 9 October 2006 of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006 published 1 December 2006 (361 I.G. 977), shall continue to apply until renegotiated.

**SECTION 4 - TRAVEL ARRANGEMENTS****28. Travelling Compensation**

- 28.1 Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the NSW Police Force.
- 28.2 The Commissioner shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- 28.3 Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 28.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 28.5 The NSW Police Force will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
- 28.6 Subject to subclause 28.14 of this clause, a staff member who is required by the Commissioner to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- 28.7 If meals are provided by the Government at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
- 28.8 For the first 35 days, the payment shall be:
- 28.8.1 where the NSW Police Force elects to pay the accommodation provider the staff member shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 2 - Allowances of Part B Monetary Rates, and
  - (b) incidentals as set out in Item 3 of Table 2 - Allowances of Part B Monetary Rates, and
  - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 28.8.2 where the NSW Police Force elects not to pay the accommodation provider the staff member shall elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 2 - Allowances of Part B Monetary Rates and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; or
  - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 2 - Allowances of Part B Monetary Rates.

- 28.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Commissioner that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 28.10 Where a staff member is unable to so satisfy the Commissioner, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 28.11 After the first 35 days - If a staff member is required by the Commissioner to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 2 - Allowances of Part B Monetary Rates.
- 28.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 28.11 of this clause, the NSW Police Force could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- 28.13 The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- 28.14 This clause does not apply to staff members who are on an employee-initiated secondment in accordance with section 95 and or 95A of the Act.

### **29. Excess Travelling Time**

- 29.1 Excess Travelling Time - A staff member directed by the Commissioner to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Commissioner's discretion, be compensated for such time either by:
- 29.1.1 Payment calculated in accordance with the provisions contained in this clause; or
- 29.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- 29.2 Compensation under paragraphs 29.1.1 or 29.1.2 of this clause, shall be subject to the following conditions:
- 29.2.1 On a non-working day - subject to the provisions of paragraphs 29.3.4, 29.3.5, 29.3.6 and 29.3.7 of this clause all time spent travelling on official business;
- 29.2.2 On a working day - subject to the provisions of subclause 29.3 of this clause, all time spent travelling on official business outside the usual hours of duty,
- provided the period for which compensation is being sought is more than a half an hour on any one day.
- 29.3 Compensation for excess travelling time shall exclude the following:
- 29.3.1 Time normally taken for the periodic journey from home to headquarters and return;
- 29.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 29.3.3 Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
- 29.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.

- 29.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 29.3.6 Working on board ship where meals and accommodation are provided;
- 29.3.7 Any travel undertaken by a member of staff whose salary includes an all incidents of employment component;
- 29.3.8 Time within the flex time bandwidth;
- 29.3.9 Travel overseas;
- 29.3.10 For staff members under Flexible Working Hours any travel on official business during the standard or agreed bandwidth on a working day shall be treated as time worked.
- 29.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$
- 29.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- 29.6 Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- 29.7 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

### 30. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 29, Excess Travelling Time.

### 31. Meal Expenses on One-Day Journeys

- 31.1 A staff member who is authorised by the Commissioner to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 2 of Part B Monetary Rates for:-
- 31.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- 31.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
- 31.1.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

### 32. Restrictions on Payment of Travelling Allowances

- 32.1 An allowance under clause 28, Travelling Compensation is not payable in respect of:

- 32.1.1 Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
  - 32.1.2 Any period of leave, except with the approval of the Commissioner or as otherwise provided by this clause; or
  - 32.1.3 Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- 32.2 A staff member who is in receipt of an allowance under clause 28, Travelling Compensation shall be entitled to the allowance in the following circumstances:
- 32.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or
  - 32.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;

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

### **33. Increase Or Reduction in Payment of Travelling Allowances**

- 33.1 Where the Commissioner is satisfied that a travelling allowance is:
- 33.1.1 Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
  - 33.1.2 In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

### **34. Production of Receipts**

Payment of any actual expenses shall be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the staff member.

### **35. Travelling Distance**

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

## **SECTION 5 - ALLOWANCES AND OTHER MATTERS**

### **36. Camping Allowances**

- 36.1 Except as provided in an Award, Agreement or Determination, payment of the camping allowance applies to a staff member who is:-
- 36.1.1 In receipt of a camping equipment allowance under clause 40, Camping Equipment Allowance of this award; or



- 36.1.2 Provided with camping equipment by the NSW Police Force; or
- 36.1.3 Reimbursed by the NSW Police Force for the cost of hiring camping equipment.
- 36.2 When required to camp in connection with the performance of official duties, a staff member shall be paid an allowance for the expenses incurred in camping as follows:
- 36.2.1 The daily rate specified in Item 4 of Table 2 of Part B Monetary Rates for all expenses; and
- 36.2.2 Where required to camp for more than 40 nights in any calendar year - that daily rate plus the additional rate for that year as specified in Item 4 of Table 2 - Allowances of Part B of Monetary Rates.
- 36.3 Where the Commissioner is satisfied that it was not reasonable in the circumstances for the staff member to camp, a staff member who is entitled to a camping allowance shall be paid a travelling allowance under clause 28, Travelling Compensation of this award instead of the camping allowance.
- 36.4 A staff member who is paid a remote areas allowance under clause 41, Allowance for Living in a Remote Area of this award is entitled to continue to receive that allowance while receiving a camping allowance.

### **37. Composite Allowance**

- 37.1 A staff member who is required to perform official duty in the field; and on some occasions, is required to camp and on other occasions resides in accommodation for which an allowance is payable under Clause 28 Travelling Compensation of this award, may elect to be paid an all inclusive allowance for accommodation, meals and incidental expenses incurred as a result of being required to work in the field.
- 37.2 The rate of the allowance under this clause shall be the daily rate for all expenses as shown in Item 5 of Table 2 - Allowances of Part B Monetary Rates.
- 37.3 In order to be paid the composite allowance under this clause, the staff member shall submit to the Commissioner an election each 12 months. If the election is not made by the staff member or not approved by the Commissioner, travelling or camping allowances under clauses 28 or 36 of this award, whichever is appropriate, shall apply.
- 37.4 An election under subclause 37.2 of this clause is revocable 12 months after it is made, unless the staff member changes classification.
- 37.5 A staff member who elects to receive the composite allowance is entitled to payment of the allowance, regardless of whether they are required to camp, or are residing temporarily in hotels, motels or other fixed establishments in order to perform official duties in the field (except as provided in subclause 37.5 of this clause).
- 37.6 On occasions when a staff member receiving a composite allowance is provided with accommodation by the Government, the allowance ceases. The incidental expenses allowances and reimbursement for any meal expenses properly and reasonably incurred and not provided by the Government are to be paid in accordance with clause 28, Travelling Compensation of this award.
- 37.7 The amount of composite allowance payable per hour for a portion of a day is in all cases 1/24th of the appropriate daily rate. When the time taken is a fraction of an hour, periods of less than a half hour are disregarded while periods between a half hour and 1 hour are counted as 1 hour (that is, the time is rounded to the nearest hour).
- 37.8 A staff member who receives a composite allowance is entitled to the camping equipment allowance if the Commissioner certifies that it is necessary for the staff member to provide camping equipment at personal expense.

**38. Allowance Payable for Use of Private Motor Vehicle**

- 38.1 The Commissioner may authorise a staff member to use a private motor vehicle for work where:
- 38.1.1 Such use will result in greater efficiency or involve the NSW Police Force in less expense than if travel were undertaken by other means; or
  - 38.1.2 Where the staff member is unable to use other means of transport due to a disability.
- 38.2 A staff member who, with the approval of the Commissioner, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 2 of Part B Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 38.4 of this clause.
- 38.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 38.3.1 The casual rate is payable if a staff member elects, with the approval of the Commissioner, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
  - 38.3.2 The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.
- 38.4 Deduction from allowance
- 38.4.1 Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
  - 38.4.2 In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the staff member is required to operate on a long term basis or the designated headquarters per paragraph 38.4.3 of this subclause.
  - 38.4.3 Designated headquarters
    - (a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
    - (b) A staff member's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.
  - 38.4.4 On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.
  - 38.4.5 Where a headquarters has been designated per subparagraph 38.4.3(a) of this subclause and the staff member is required to attend the administrative headquarters, the distance for

calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

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

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

38.5 The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be affected or maintained under the Motor Vehicles (Third Party Insurance) Act 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Commissioner.

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

38.7 Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 6 of Table 3 - Allowances of Part B Monetary Rates.

### **39. Damage to Private Motor Vehicle Used for Work**

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

39.1.1 The damage is not due to gross negligence by the staff member; and

39.1.2 The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.

39.2 Provided the damage is not the fault of the staff member, the NSW Police Force shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:

39.2.1 The damage was sustained on approved work activities; and

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

#### 40. Camping Equipment Allowance

- 40.1 In this clause, "camping equipment" includes instrument and travelling equipment.
- 40.2 A staff member who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 7 of Table 2 - Allowances of Part B Monetary Rates for the expense of providing the equipment.
- 40.3 A staff member who provides own bedding and sleeping bag while camping on official business, shall be paid an additional allowance at the rate specified in Item 7 of Table 2 - Allowances of Part B Monetary Rates.

#### 41. Allowance for Living in a Remote Area

- 41.1 A staff member shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 41.1.1 Indefinitely stationed and living in a remote area as defined in subclause 41.2 of this clause; or
- 41.1.2 Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 41.2 of this clause.
- 41.2 Grade of appropriate allowance payable under this clause shall be determined as follows:
- 41.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 8 of Table 2 - Allowances of Part B Monetary Rates in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 41.2.2 and 41.2.3 of this subclause;
- 41.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 8 of Table 2 - Allowances of Part B Monetary Rates; in respect of the towns and localities of Angledool, 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 8 of Table 2 - Allowances of Part B Monetary Rates in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.
- 41.3 The dependant rate for each grade is payable where
- 41.3.1 the staff member has a dependant as defined; and
- 41.3.2 the staff member's dependant(s) resides within the area that attracts the remote area allowance; and
- 41.3.3 the staff member's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 41.4 For the purposes of this clause dependant is defined as
- 41.4.1 the spouse of the staff member (including a de facto spouse);

- 41.4.2 each child of the staff member aged eighteen years or under;
  - 41.4.3 each son and daughter of the staff member aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
  - 41.4.4 any other person who is part of the staff member's household and who is, in the opinion of the Commissioner, substantially financially dependent on the staff member.
- 41.5 NSW Police Force temporary employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.
- 41.6 A staff member who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave
- 41.7 A staff member who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- 41.7.1 the staff member continues in employment; and
  - 41.7.2 the dependants continue to reside in the area specified; and
  - 41.7.3 military pay does not exceed the NSW Police Force salary plus the remote areas allowance.

If the military salary exceeds the NSW Police Force salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

#### **42. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave**

- 42.1 A staff member who:
- 42.1.1 Is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Director - General; and
  - 42.1.2 Proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the staff member's work location in that area, shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 9 of Table 2 - Allowances of Part B Monetary Rates for the additional costs of travel.
- 42.2 Dependant in this clause has the same meaning as subclause 41.4 of clause 41, Allowance for Living in a Remote Area of this award.
- 42.3 Allowances under this clause do not apply to staff members who have less than three years service and who, at the date of engagement, were resident in the defined area.

#### **43. Overseas Travel**

Unless the Commissioner determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by the NSW Police Force to travel overseas on official business, shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Department of Premier and Cabinet Circular as issued from time to time.

#### **44. Exchanges**

- 44.1 The Commissioner may arrange two way or one way exchanges with other organisations both public and private, if the NSW Police Force or the staff member will benefit from additional training and development which is intended to be used in the carrying out of NSW Police Force business.
- 44.2 The conditions applicable to those staff members who participate in exchanges will be determined by the Commissioner according to the individual circumstances in each case (Item 11 of Table 2 - Allowances of Part B Monetary Rates).
- 44.3 The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 57, Conditions Applying to On Loan Arrangements of this award apply to staff members who are loaned to the Association.

#### **45. Room at Home Used as Office**

- 45.1 Where no NSW Police Force office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, the NSW Police Force will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 12 of Table 2 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.
- 45.2 Where an office exists in a particular location - Where a NSW Police Force office or offices already exist in a particular location but the staff member and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 45.1 of this clause shall not apply in these circumstances.
- 45.3 Requirements - Arrangements under subclauses 45.1 or 45.2 of this clause shall be subject to:
- 45.3.1 A formal agreement being reached in respect of the hours to be worked; and
- 45.3.2 The work health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

#### **46. Semi-Official Telephones**

- 46.1 Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this clause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the NSW Police Force, as and when required.
- 46.2 The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- 46.3 The semi-official telephone allowance applies to staff members who are required, as part of their duties to:
- 46.3.1 Give decisions, supply information or provide emergency services; and/or
- 46.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 46.4 Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:

- 46.4.1 The connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
  - 46.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
  - 46.4.3 The full cost of official local, STD and ISD calls.
- 46.5 To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
- 46.5.1 Date, time, length of call and estimated cost;
  - 46.5.2 Name and phone number of the person to whom call was made; and
  - 46.5.3 Reason for the call.

#### **47. Flying Allowance**

Staff members, other than those employed to fly aircraft, shall be paid an allowance as specified in Item 14 of Table 2 - Allowances of Part B Monetary Rates when required to work from an in flight situation. The flying allowance payable under this clause shall be paid in addition to any other entitlement for the time actually spent working in the aircraft.

#### **48. Uniforms, Protective Clothing and Laundry Allowance**

- 48.1 Uniform, etc. provided by NSW Police Force - A staff member who is required or authorised by the Commissioner to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the NSW Police Force with such clothing and shall be paid an allowance at the rate specified in Item 16 of Table 2 - Allowances of Part B Monetary Rates for laundering the uniform or protective clothing, unless the staff member is entitled to receive a laundry allowance under another industrial instrument.
- 48.2 Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the NSW Police Force.
- 48.3 Uniform, etc. provided by the staff member - Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

#### **49. Compensation for Damage to Or Loss of Staff Member's Personal Property**

- 49.1 Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act 1987 and/or under any insurance policy of the NSW Police Force covering the damage to or loss of the personal property of the staff member.
- 49.2 If a claim under subclause 49.1 of this clause is rejected by the insurer, the Commissioner may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
  - 49.2.1 Is due to the negligence of the NSW Police Force, another staff member, or both, in the performance of their duties; or
  - 49.2.2 Is caused by a defect in a staff member's material or equipment; or
  - 49.2.3 Results from a staff member's protection of or attempt to protect NSW Police Force property from loss or damage.
- 49.3 Compensation in terms of subclause 49.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Commissioner may pay the cost of a

replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.

- 49.4 For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- 49.5 Compensation for the damage sustained shall be made by the NSW Police Force where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

#### **50. Garage and Carport Allowance**

- 50.1 Where a staff member garages a NSW Police Force vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Commissioner, such staff member shall be paid an appropriate rate of allowance as specified in Item 16 of Table 2 - Allowances of Part B, Monetary Rates.
- 50.2 Payment of the garage or carport allowance shall continue during periods when the staff member is absent from headquarters.

#### **51. Community Language Allowance Scheme (CIAS)**

- 51.1 Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not:

51.1.1 Employed as interpreters and translators; and

51.1.2 Employed in those positions where particular language skills are an integral part of essential requirements of the position,

shall be paid an allowance as specified in Item 17 of Table 2 - Allowances of Part B Monetary Rates, subject to subclauses 51.2 and 51.3 of this clause.

- 51.2 The base level of the CLAS is paid to staff members who:

51.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and

51.2.2 have passed an examination administered by the Community Relations Commission or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.

- 51.3 The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:

51.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the Commissioner; or

51.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

#### **52. First Aid Allowance**

- 52.1 A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 18 of Table 2 - Allowances of Part B Monetary Rates.



- 52.2 The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 52.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to a staff member appointed as a First Aid Officer who:
- 52.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and
- 52.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 52.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 52.5 When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 52.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who need to be trained to meet NSW Police Force needs, and the cost of retraining First Aid Officers, are to be met by the NSW Police Force.

### **53. Review of Allowances Payable in Terms of This Award**

- 53.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
- 53.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO).
- (a) Clause 28, Travelling Compensation;
- (b) Clause 31, Meal Expenses on One Day Journeys;
- (c) Clause 96, Overtime Meal Allowances.
- 53.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):
- (a) Clause 38, Allowances Payable for the Use of Private Motor Vehicles.
- 53.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
- (a) Clause 36, Camping Allowances;
- (b) Clause 37, Composite Allowance;
- (c) Clause 40, Camping Equipment Allowance;
- (d) Clause 41, Allowance for Living in a Remote Area;
- (e) Clause 42, Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave;
- (f) Clause 45, Room at Home used as Office;

- (g) Clause 48, Uniforms, Protective Clothing and Laundry Allowance;
  - (h) Clause 50, Garage and Carport Allowance.
- 53.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:
- (a) Clause 47, Flying Allowance;
  - (b) Clause 51, Community Language Allowance Scheme (CLAS);
  - (c) Clause 52, First Aid Allowance;
  - (d) Clause 94, On-Call (Stand-by) and On-Call Allowance.

## SECTION 6 - UNION CONSULTATION, ACCESS AND ACTIVITIES

### 54. Trade Union Activities Regarded as on Duty

- 54.1 An Association delegate will be released from the performance of normal duty with the NSW Police Force when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:
- 54.1.1 Attendance at meetings of the workplace's Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the Work Health and Safety Regulation 2011.
  - 54.1.2 Attendance at meetings with workplace management or workplace management representatives;
  - 54.1.3 A reasonable period of preparation time, before:
    - (a) Meetings with management;
    - (b) Disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
    - (c) Any other meeting with management,  
by agreement with management, where operational requirements allow the taking of such time;
  - 54.1.4 Giving evidence in court on behalf of the employer;
  - 54.1.5 Appearing as a witness before the Industrial Relations Commission for promotional or disciplinary appeals.
  - 54.1.6 Representing the Association at the Industrial Relations Commission in relation to promotional or disciplinary appeals.
  - 54.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the NSW Police Force; and
  - 54.1.8 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace

management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

### **55. Trade Union Activities Regarded as Special Leave**

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

- 55.1.1 Annual or biennial conferences of the Association;
- 55.1.2 Meetings of the Association 's Executive, Committee of Management or Councils;
- 55.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 55.1.4 Attendance at meetings called by Unions NSW and or the Public Service Commission involving the Association which requires attendance of a delegate;
- 55.1.5 Attendance at meetings called by the Commissioner, as the employer for industrial purposes, as and when required;
- 55.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
- 55.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 54, 55 and 56 of this award apply.

### **56. Trade Union Training Courses**

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

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

### **57. Conditions Applying to on Loan Arrangements**

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

- 57.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:-
  - (a) As an Executive Member; or

- (b) A member of a Federal Council; or
  - (c) Vocational or industry committee.
- 57.1.2 Briefing counsel on behalf of the Association;
- 57.1.3 Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- 57.1.4 Country tours undertaken by a member of the executive or Council of the Association;
- 57.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.
- 57.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:-
- (a) The NSW Police Force will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
  - (b) The NSW Police Force will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
  - (c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Commissioner and the Association.
- 57.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.
- 57.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Commissioner in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- 57.1.9 Where the Commissioner and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Director - General for determination after consultation with the Commissioner and the Association.

### **58. Period of Notice for Trade Union Activities**

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

### **59. Access to Facilities By Trade Union Delegates**

- 59.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:
- 59.1.1 Telephone, facsimile, internet and E-mail facilities;
  - 59.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;

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

### **60. Responsibilities of the Trade Union Delegate**

60.1 Responsibilities of the Association delegate are to:

- 60.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- 60.1.2 Participate in the workplace consultative processes, as appropriate;
- 60.1.3 Follow the dispute settling procedure applicable in the workplace;
- 60.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- 60.1.5 Account for all time spent on authorised Association business;
- 60.1.6 When special leave is required, to apply for special leave in advance;
- 60.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Commissioner and the Association; and
- 60.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

### **61. Responsibilities of the Trade Union**

61.1 Responsibilities of the Association are to:

- 61.1.1 Provide written advice to the Commissioner about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- 61.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management;
- 61.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- 61.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- 61.1.5 Apply to the Commissioner well in advance of any proposed extension to the "on loan" arrangement;
- 61.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- 61.1.7 Advise employer of any leave taken by the Association delegate during the on loan arrangement.

### **62. Responsibilities of Workplace Management**

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

- 62.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- 62.1.2 Advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
- 62.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 62.1.4 Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- 62.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 62.1.6 Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flex leave, to apply the provisions of paragraph 62.1.5 of this clause;
- 62.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 62.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 62.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

### **63. Right of Entry Provisions**

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

### **64. Travelling and Other Costs of Trade Union Delegates**

- 64.1 Except as specified in paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 64.2 In respect of meetings called by the workplace management in terms of paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 28, Travelling Compensation, 31, Meal Expenses on One Day Journeys or 32, Restrictions on Payment of Travelling Allowances of this award.
- 64.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the NSW Police Force or the Director - General, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 64.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the NSW Police Force by the Association or the staff member.

### **65. Industrial Action**

- 65.1 Provisions of the *Industrial Relations Act* 1996 shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under clause 9, Grievance and Dispute Settling Procedures).
- 65.2 There will be no victimisation of staff members prior to, during or following such industrial action.

### **66. Consultation and Technological Change**

- 66.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and the Association.
- 66.2 The NSW Police Force management shall consult with the Association prior to the introduction of any technological change.

### **67. Deduction of Trade Union Membership Fees**

At the staff member's election, the Commissioner shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Commissioner and the Association in accordance with clause 12, Local Arrangements of this award.

## **SECTION 7 - LEAVE**

### **68. Leave - General Provisions**

- 68.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Commissioner and the Association in terms of clause 12, Local Arrangements of this award.
- 68.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 68.3 Unless otherwise specified in this award a temporary employee employed under Sections 90 and 91 of the Act is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the NSW Police Force Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 68.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

### **69. Absence from Work**

- 69.1 A staff member must not be absent from work unless reasonable cause is shown.
- 69.2 If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- 69.3 If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from duty without authorised leave and the Commissioner shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 69.4 The minimum period of leave available to be granted shall be one hour, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.

- 69.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

### **70. Applying for Leave**

- 70.1 An application by a staff member for leave under this award shall be made to and dealt with by the Commissioner.
- 70.2 The Commissioner shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the NSW Police Force permit this to be done.

### **71. Extended Leave**

Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Part 6 of the Police Regulation 2015.

### **72. Family and Community Service Leave**

- 72.1 The Commissioner shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 72.2 of this clause. The Commissioner may also grant leave for the purposes in subclause 72.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 72.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
- 72.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
  - 72.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
  - 72.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
  - 72.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
  - 72.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case.
- 72.3 Family and community service leave may also be granted for:
- 72.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
  - 72.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 72.4 The definition of "family or "relative" in this clause is the same as that provided in paragraph 82.4.2 of clause 82, Sick Leave to Care for Family Member of this award.



72.5 From the 1 January 2010, FACS leave on full pay accrues as follows:

72.5.1 2 ½ days in the staff member's first year of service;

72.5.2 2 ½ days in the staff member's second year of service; and

72.5.3 one day per year thereafter.

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

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

72.8 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 82, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.

72.9 The Commissioner may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

### **73. Leave Without Pay**

73.1 The Commissioner may grant leave without pay to a staff member if good and sufficient reason is shown.

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

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

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

73.5 A staff member who has been granted leave without pay, shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Commissioner.

73.6 A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

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

73.8 A permanent appointment may be made to the staff member's position if:

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

73.8.2 the staff member is advised of the Commissioner's proposal to permanently backfill their position; and

73.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and

- 73.8.4 the Commissioner advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 73.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 73.10 The staff member does not cease to be employed by the NSW Police Force if their position is permanently backfilled.
- 73.11 Subclause 73.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 76.9.1(a) of clause 76, Parental Leave or to military leave.

#### **74. Military Leave**

- 74.1 During the period of 12 months commencing on 1 July each year, the Commissioner may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.
- 74.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary defence Reserve service.
- 74.3 Up to 24 working days military leave per financial year may be granted by the Commissioner to members of the Naval and Military Reserve and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 74.1 of this clause.
- 74.4 The Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 74.5 A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 74.3 of this clause may be granted Military Leave Top up Pay by the Commissioner.
- 74.6 Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 74.7 During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and the NSW Police Force is to continue to make superannuation contributions at the normal rate.
- 74.8 At the expiration of military leave in accordance with subclause 74.3 or 74.4 of this clause, the staff member shall furnish to the Commissioner a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

#### **75. Observance of Essential Religious Or Cultural Obligations**

- 75.1 A staff member of:
- 75.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 75.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.

- 75.2 Provided adequate notice as to the need for leave is given by the staff member to the NSW Police Force and it is operationally convenient to release the staff member from duty, the Commissioner must grant the leave applied for by the staff member in terms of this clause.
- 75.3 A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Commissioner subject to:
- 75.3.1 Adequate notice being given by the staff member;
  - 75.3.2 Prior approval being obtained by the staff member; and
  - 75.3.3 The time off being made up in the manner approved by the Commissioner.
- 75.4 Notwithstanding the provisions of subclauses 75.1, 75.2 and 75.3 of this clause, arrangements may be negotiated between the NSW Police Force and the Association in terms of clause 12, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

## 76. Parental Leave

- 76.1 Parental leave includes maternity, adoption and "other parent" leave.
- 76.2 Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
- 76.2.1 For a period up to 9 weeks prior to the expected date of birth; and
  - 76.2.2 For a further period of up to 12 months after the actual date of birth.
  - 76.2.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 76.3 Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- 76.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
  - 76.3.2 For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
  - 76.3.3 Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flex time or family and community service leave.
- 76.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 76.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
  - 76.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 76.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

- 76.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- 76.5.1 Applied for parental leave within the time and in the manner determined set out in subclause 76.10 of this clause; and
  - 76.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
  - 76.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
    - (a) in advance as a lump sum; or
    - (b) fortnightly as normal; or
    - (c) fortnightly at half pay; or
    - (d) a combination of full-pay and half pay.
- 76.6 Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 76.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
  - 76.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
  - 76.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 76.7 A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 76.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
  - 76.7.2 at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
  - 76.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 76.8 Except as provided in subclauses 76.5, 76.6 and 76.7 of this clause, parental leave shall be granted without pay.
- 76.9 Right to request
- 76.9.1 A staff member who has been granted parental leave in accordance with subclause 76.2, 76.3 or 76.4 of this clause may make a request to the Commissioner to:
    - (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
    - (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the staff member in reconciling work and parental responsibilities.

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

#### 76.10 Notification Requirements

- 76.10.1 When the NSW Police Force is made aware that a staff member or their spouse is pregnant or is adopting a child, the NSW Police Force must inform the staff member of their entitlements and their obligations under the Award.

- 76.10.2 A staff member who wishes to take parental leave must notify the Commissioner in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:

- (a) that she/he intends to take parental leave, and
- (b) the expected date of birth or the expected date of placement, and
- (c) if she/he is likely to make a request under subclause 76.9 of this clause.

- 76.10.3 At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:

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

- 76.10.4 Staff member's request and the Commissioner's decision to be in writing

The staff member's request under paragraph 76.9.1 and the Commissioner's decision made under paragraph 76.9.2 must be recorded in writing.

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

- 76.10.6 A staff member on maternity leave is to notify the NSW Police Force of the date on which she gave birth as soon as she can conveniently do so.

- 76.10.7 A staff member must notify the NSW Police Force as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

- 76.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commissioner and any number of times with the consent of the Commissioner. In each case she/he must give the NSW Police Force at least 14 days notice of the change unless the Commissioner decides otherwise.

- 76.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 76.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.

- 76.12 If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of

- performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- 76.13 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 76.14 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the NSW Police Force) must be given.
- 76.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 76.16 A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 76.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 76.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
  - 76.17.2 the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay; and
  - 76.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate
- 76.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commissioner, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 76.19 If such adjustments cannot reasonably be made, the Commissioner must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- 76.20 Communication during parental leave
- 76.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the NSW Police Force shall take reasonable steps to:
    - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
    - (b) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.

- 76.20.2 The staff member shall take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
- 76.20.3 The staff member shall also notify the Commissioner of changes of address or other contact details which might affect the NSW Police Force capacity to comply with paragraph 76.20.1 of this subclause.

### **77. Purchased Leave**

- 77.1 A staff member may apply to enter into an agreement with the Commissioner to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 77.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account NSW Police Force business needs and work demands.
- 77.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 77.1.3 The leave will count as service for all purposes.
- 77.2 The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.
- 77.2.1 Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- 77.2.2 To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 77.3 Purchased leave is subject to the following provisions:
- 77.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 77.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
- 77.3.3 Sick leave cannot be taken during a period of purchased leave.
- 77.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 77.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.
- 77.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 77.4 Specific conditions governing purchased leave may be amended from time to time by the Director - General in consultation with the Association. The NSW Police Force may make adjustments relating to its salary administration arrangements.

### **78. Recreation Leave**

- 78.1 Accrual

- 78.1.1 Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- 78.1.2 Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, employed in terms of the Police Regulation 2015, who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidation Act 1913 before its repeal.
- 78.1.3 Recreation leave accrues from day to day.
- 78.2 Limits on Accumulation and Direction to take leave
- 78.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Commissioner in special circumstances.
- 78.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Commissioner according to the wishes of the staff member.
- 78.2.3 The Commissioner shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the NSW Police Force.
- 78.2.4 The Commissioner shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the NSW Police Force.
- 78.2.5 A staff member must take their recreation leave to reduce their accrual below 8 weeks or its hourly equivalent, and the NSW Police Force must cooperate in this process.
- 78.3 Conservation of Leave - If the Commissioner is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Commissioner shall:-
- 78.3.1 Specify in writing the period of time during which the excess shall be conserved; and
- 78.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 78.3.3 The Commissioner will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- 78.4 Miscellaneous
- 78.4.1 Unless a local arrangement has been negotiated between the Commissioner and the Association, recreation leave is not to be granted for a period less than one (1) hour or in other than multiples of one (1) hour.
- 78.4.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to one (1) hour (fractions less than one (1) hour being rounded up).
- 78.4.3 Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 78.4.4 of this subclause.



- 78.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 78.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 78.4.4 of this subclause shall be calculated to an exact one (1) hour (fractions less than one (1) hour being rounded down).
- 78.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 78.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 76, Parental Leave of this award.
- 78.4.8 On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 78.4.9 A staff member to whom paragraph 78.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 78.5 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.
- 78.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:
- 78.6.1 To the widow or widower of the staff member; or
- 78.6.2 If there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 78.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Commissioner was, at the time of the staff member's death, a dependent relative of the staff member; or
- 78.6.4 If there is no person entitled under paragraph 78.6.1, 78.6.2 or 78.6.3 of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.
- 78.7 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays - Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave or payment as provided for in subclause 89.7 of clause 89, Shift Work of this award.
- 78.8 Recreation leave does not accrue during leave without pay other than
- 78.8.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 78.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;

- 78.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 78.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
- 78.8.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 78.9 A staff member entitled to additional recreation leave under paragraph 78.1.2 of this clause, or under paragraph 89.8.1 of clause 89, Shift Work of this award, can elect at any time to cash out the additional recreation leave.

A staff member entitled to additional recreation leave under paragraph 78.1.2 of this clause, or under paragraph 89.7.6 of clause 89, Shift Work of this award, can elect at any time to cash out the additional recreation leave.

#### **79. Annual Leave Loading**

- 79.1 General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 79.2 to 79.6 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 79.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member:-
- 79.2.1 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
- 79.2.2 If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- 79.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 79.3.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
- 79.3.2 17½% annual leave loading.
- 79.4 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 79.5 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 79.6 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- 79.6.1 Annual leave loading for the previous leave year shall be paid in the first pay on or after 1 December in the subsequent leave year.
- 79.6.2 Notwithstanding paragraph 79.6.1 above a staff member may, with appropriate notice, elect to defer the payment of annual leave loading to a subsequent pay period. Provided further that such deferral shall be limited to the last pay on or before 31 December in the same leave year.

- 79.6.3 While annual leave loading shall not be paid in the first leave year of employment it shall be paid in the subsequent leave year in accordance with paragraphs 78.6.1 and 78.6.2 of this subclause.
- 79.6.4 A staff member who has not been paid annual leave loading for the previous leave year, shall be paid annual leave loading on resignation, retirement or termination by the NSW Police Force for any reason other than the staff member's serious and intentional misconduct.
- 79.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

### **80. Sick Leave**

- 80.1 Illness in this clause and in clauses 81 and 82 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 80.2 Payment for sick leave is subject to the staff member:
- 80.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
- 80.2.2 Providing evidence of illness as soon as practicable if required by clause 81, Sick Leave - Requirements for Evidence of Illness of this award.
- 80.3 If the Commissioner is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Commissioner:
- 80.3.1 Shall grant to the staff member sick leave on full pay; and
- 80.3.2 May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this award to sick leave on full pay.
- 80.4 The Commissioner may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- 80.4.1 is unable to carry out their duties without distress; or
- 80.4.2 risks further impairment of their health by reporting for duty; or
- 80.4.3 is a risk to the health, wellbeing or safety of other staff members, NSW Police Force clients or members of the public
- 80.5 The Commissioner may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- 80.6 Entitlements - Any staff member appointed from 1 January 2009 will commence accruing sick leave in accordance with this clause immediately. Existing staff members at 1 January 2009 will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
- 80.6.1 At the commencement of employment with the NSW Police Force, a full-time staff member is granted an accrual of 5 days sick leave.
- 80.6.2 After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 80.6.3 After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.

- 80.6.4 All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- 80.6.5 Notwithstanding the provisions of paragraph 80.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
- 80.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 80.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 80.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 80.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Commissioner approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 80.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

### **81. Sick Leave - Requirements for Evidence of Illness**

- 81.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Commissioner in respect of the absence.
- 81.2 In addition to the requirements under subclause 80.2 of clause 80, Sick Leave of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Commissioner. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Commissioner for each occasion absent for the balance of the calendar year.
- 81.3 As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Commissioner is satisfied that the reason for the absence is genuine.
- 81.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Commissioner will advise them in advance.
- 81.5 If the Commissioner is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to the NSWPF nominated medical assessor or its successor for advice.
- 81.5.1 The type of leave granted to the staff member will be determined by the Commissioner based on the NSWPF nominated medical assessor or its successor's advice.
- 81.5.2 If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 81.6 The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick

leave dealt with confidentially by an alternate manager or the human resources section of the NSW Police Force.

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

81.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Commissioner's discretion, another registered health services provider,

81.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 81.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or

81.7.3 at the Commissioner's discretion, other forms of evidence that satisfy that the staff member had a genuine illness.

81.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the Commissioner satisfactory evidence of illness in respect of an illness which occurred during the leave, the Commissioner may, subject to the provisions of this clause, grant sick leave to the staff member as follows:

81.8.1 In respect of recreation leave, the period set out in the evidence of illness;

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

81.9 Subclause 81.8 of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

## **82. Sick Leave to Care for a Family Member**

82.1 Where family and community service leave provided for in clause 72, Family and Community Service Leave of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 82.4 of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

82.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.

82.3 If required by the Commissioner to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 81.6 of clause 81, Sick Leave - Requirements for Evidence of Illness of this award.

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

82.4.1 The staff member being responsible for the care and support of the person concerned; and

82.4.2 The person concerned being:-

(a) a spouse of the staff member; or

(b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or

- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

### **83. Sick Leave - Workers Compensation**

- 83.1 The Commissioner shall advise each staff member of their rights under the *Workers Compensation Act* 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- 83.2 A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers Compensation Act* 1987, shall be required to lodge a claim for any such compensation.
- 83.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Commissioner shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 83.4 The Commissioner will ensure that, once received by the NSW Police Force, a staff member's workers compensation claim is lodged by the NSW Police Force with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act* 1987.
- 83.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Commissioner shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- 83.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- 83.7 A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act* 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- 83.8 If a staff member notifies the Commissioner that he or she does not intend to make a claim for any such compensation, the Commissioner shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 83.9 A staff member may be required to submit to a medical examination under the *Workers Compensation Act* 1987 in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.

- 83.10 If the Commissioner provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 83.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- 83.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
- 83.12.1 The staff member's claim for workers compensation;
  - 83.12.2 The conduct of a medical examination by a Government or other Medical Officer;
  - 83.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
  - 83.12.4 Action taken by the Commissioner either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

#### **84. Sick Leave - Claims Other Than Workers Compensation**

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

#### **85. Special Leave**

- 85.1 Special Leave - Jury Service
- 85.1.1 A staff member shall, as soon as possible, notify the Commissioner of the details of any jury summons served on the staff member.
  - 85.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Commissioner a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any

- such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
- 85.1.3 When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Commissioner shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Commissioner shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.
- 85.2 Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the NSW Police Force.
- 85.3 Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- 85.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 85.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- 85.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the NSW Police Force for the required period.
- 85.4 Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- 85.5 Special Leave - Examinations -
- 85.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Commissioner.
- 85.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 85.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- 85.6 Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 55, Trade Union Activities Regarded as Special Leave of this award.
- 85.7 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.



- 85.8 Return Home When Transferred to New Location - Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 85.9 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- 85.10 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Commissioner for such other purposes, subject to the conditions specified in the New South Wales Public Service Commission Personnel Handbook published by the Public Service Commission on-line [www.psc.nsw.gov.au](http://www.psc.nsw.gov.au). at the time the leave is taken.
- 85.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 86, Leave for Matters Arising From Domestic Violence, have been exhausted, the Commissioner shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

### **86. Leave for Matters Arising from Domestic Violence**

- 86.1 The definition of domestic violence is found in clause 3.73, Definitions, of this award.
- 86.2 Leave entitlements provided for in clause 72, Family and Community Service Leave, clause 80, Sick Leave and clause 82, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 86.3 Where the leave entitlements referred to in subclause 86.2 are exhausted, the Commissioner shall grant Special Leave as per clause 85.11.
- 86.4 The Commissioner will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, A Domestic Violence Support Service or Lawyer.
- 86.5 Personal information concerning domestic violence will be kept confidential by the NSW Police Force.
- 86.6 An application for leave for matters arising from domestic violence under this clause will trigger the NSW Police Force response to domestic and family violence with respect to the immediate and long term protection of victims, including specific police obligations for the investigation and management of such matters. Such actions are in line with obligations under the *Crimes (Domestic and Family Violence) Act 2007*.
- 86.7 The Commissioner, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

## **SECTION 8 - TRAINING AND PROFESSIONAL DEVELOPMENT**

### **87. Staff Development and Training Activities**

- 87.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 87.1.1 All staff development courses conducted by a NSW Public Sector organisation;
- 87.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and

- 87.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 87.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- 87.2.1 Activities for which study assistance is appropriate;
- 87.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
- 87.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 87.3 Attendance of a staff member at activities considered by the Commissioner to be:
- 87.3.1 Essential for the efficient operation of the NSW Police Force; or
- 87.3.2 Developmental and of benefit to NSW public sector
- shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- 87.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the NSW Police Force:
- 87.4.1 Recognition that the staff members are performing normal duties during the course;
- 87.4.2 Adjustment for the hours so worked under flexible working hours;
- 87.4.3 Payment of course fees:
- 87.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
- 87.4.5 Payment of overtime where the activity could not be conducted during the staff member's normal hours and the Commissioner is satisfied that the approval to attend constitutes a direction to work overtime under clause 90, Overtime - General of this award.
- 87.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the NSW Police Force:
- 87.5.1 Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
- 87.5.2 Payment of course fees;
- 87.5.3 Reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
- 87.5.4 Such other conditions as may be considered appropriate by the Commissioner given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 87.6 Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Commissioner is able to release the staff member, such

leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.

- 87.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this clause.

### **88. Study Assistance**

- 88.1 The Commissioner shall have the power to grant or refuse study time.
- 88.2 Where the Commissioner approves the grant of study time, the grant shall be subject to:
- 88.2.1 The course being a course relevant to the NSW Police Force and/or the public service;
  - 88.2.2 The time being taken at the convenience of the NSW Police Force; and
  - 88.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 88.3 Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.
- 88.4 Study time may be used for:
- 88.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
  - 88.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
  - 88.4.3 Private study; and/or
  - 88.4.4 Accumulation, subject to the conditions specified in subclauses 88.6 to 88.10 of this clause.
- 88.5 Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 88.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
  - 88.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
  - 88.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 88.6 to 88.10 of this clause.
- 88.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW Police Force.
- 88.7 Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and the NSW Police Force.
- 88.8 Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.

- 88.9 Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 88.10 Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 88.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 88.12 Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 88.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 88.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 88.15 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 88.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 88.17 The period granted as examination leave shall include:
- 88.17.1 Time actually involved in the examination;
  - 88.17.2 Necessary travelling time, in addition to examination leave,  
but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- 88.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 88.19 Study Leave - Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 88.20 All staff members are eligible to apply and no prior service requirements are necessary.
- 88.21 Study leave shall be granted without pay, except where the Commissioner approves financial assistance. The extent of financial assistance to be provided shall be determined by the Commissioner according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 88.22 Where financial assistance is approved by the Commissioner for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- 88.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the NSW Police Force may choose to identify courses or educational programmes of particular relevance or value and establish a NSW Police Force scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

**SECTION 9 - SHIFT WORK AND OVERTIME**

**89. Shift Work**

89.1 Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day - at or after 6am and before 10 am	Nil
Afternoon - at or after 10am and before 1 pm	10.0%
Afternoon - at or after 1pm and before 4 pm	12.5%
Night - at or after 4pm and before 4 am	15.0%
Night - at or after 4am and before 6 am	10.0%

89.2 The loadings specified in subclause 89.1 of this clause shall only apply to shifts worked from Monday to Friday.

89.3 Weekends and Public Holidays - For the purpose of this clause where a shift is worked past midnight into or on a Saturday, Sunday or Public Holiday, payment is to be made at the rate applicable to the day on which the particular hours are worked.

89.4 Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.

89.5 Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.

89.6 Public Holidays: The following shall apply:

89.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;

89.6.2 A shift worker rostered off duty on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;

89.7 Annual leave shall accrue at the rate of four weeks per year, that is 20 working days plus 8 rest days.

89.8 Additional leave shall accrue on the following basis:

89.8.1

Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

- 89.8.2 Where the shift worker retires or resigns or the employment of a shift worker is terminated by the employer, any payment that has accrued from the preceding 1 December until the last day of service shall be paid to the shift worker.
- 89.8.3 Payment shall be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement, resignation or termination.
- 89.9 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Commissioner.
- 89.10 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.
- 89.11 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- 89.12 If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 91, Overtime Worked by Shift Workers of this award, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- 89.13 Time spent off duty may be calculated by determining the amount of time elapsed after:
- 89.13.1 The completion of an ordinary rostered shift; or
- 89.13.2 The completion of authorised overtime; or
- 89.13.3 The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- 89.14 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

### **90. Overtime - General**

- 90.1 A staff member may be directed by the Commissioner to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 90.1.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
- 90.1.2 Any risk to staff member health and safety,
- 90.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the NSW Police Force and the effect on client services,
- 90.1.4 The notice (if any) given by the Commissioner regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
- 90.1.5 Any other relevant matter.
- 90.2 Payment for overtime shall be made only where the staff member works directed overtime.

- 90.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after the bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 12, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Commissioner to work more than 7 hours after finishing overtime or before commencing overtime.
- 90.4 Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
- 90.4.1 Compensation specifically provided for overtime and/or on-call (standby) allowance; or
  - 90.4.2 Be paid an allowance for overtime and/or on-call (standby) allowance; or
  - 90.4.3 A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

### **91. Overtime Worked By Shift Workers**

- 91.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- 91.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
  - 91.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
  - 91.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
  - 91.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- 91.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- 91.3 The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

### **92. Overtime Worked By Day Workers**

- 92.1 The provisions of this clause shall not apply to:
- 92.1.1 Shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 89, Shift Work and clause 91, Overtime Worked by Shift Workers of this award apply;
  - 92.1.2 Staff members covered by formal local arrangements in respect of overtime negotiated between the Commissioner and the Association;
  - 92.1.3 Staff members to whom overtime provisions apply under another industrial instrument;
  - 92.1.4 Staff members whose salary includes compensation for overtime;
  - 92.1.5 Staff members who receive an allowance in lieu of overtime; and

92.2 Rates - Overtime shall be paid at the following rates:

- 92.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 12, Local Arrangements of this award apply;
- 92.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- 92.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 92.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.

92.3 If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.

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

92.5 Rest Periods

- 92.5.1 A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 92.5.2 Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

### 93. Recall to Duty

93.1 A staff member recalled to work overtime after leaving NSW Police Force premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.

93.2 The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.

93.3 When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.

93.4 When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.

93.5 A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.



- 93.6 A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 93.7 This clause shall not apply in cases where it is customary for a staff member to return to NSW Police Force premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

#### **94. On-Call (Stand-By) and on-Call Allowance**

- 94.1 Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:
- 94.1.1 Entitled to be paid the on call allowance set out in Item 13 of Table 2 - Allowances of Part B Monetary Rates when directed by the NSW Police Force to be on call or on standby for a possible recall to duty outside the staff member's working hours;
- 94.1.2 If a staff member who is on call and is called out by the NSW Police Force, the overtime provisions as set out in clause 91, Overtime Worked by Shift Workers or clause 92, Overtime Worked by Day Workers of this award, whichever is appropriate, shall apply to the time worked;
- 94.1.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

#### **95. Overtime Meal Breaks**

- 95.1 Staff members not working flexible working hours - A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 95.2 Staff member working flexible working hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 95.3 Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

#### **96. Overtime Meal Allowances**

- 96.1 If an adequate meal is not provided by the NSW Police Force, a meal allowance shall be paid by the NSW Police Force at the appropriate rate specified in Item 19 of Table 2 - Allowances of Part B, Monetary Rates, provided the Commissioner is satisfied that:
- 96.1.1 the time worked is directed overtime;
- 96.1.2 the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 96.1.3 where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
- 96.1.4 overtime is not being paid in respect of the time taken for a meal break.

- 96.2 Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Commissioner shall approve payment of actual expenses.
- 96.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 96.4 Receipts shall be provided to the Commissioner or delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- 96.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Commissioner and the Association from negotiating different meal provisions under a local arrangement.

### **97. Rate of Payment for Overtime**

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Commissioner approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

### **98. Payment for Overtime Or Leave in Lieu**

- 98.1 The Commissioner shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause 98.2 of this clause.
- 98.2 The following provisions shall apply to the leave in lieu:
- 98.2.1 The staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
- 98.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
- 98.2.3 The leave must be taken at the convenience of the NSW Police Force, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 81, Sick Leave to Care for a Sick Family Member of this award apply.
- 98.2.4 The leave shall be taken in multiples of one (1) hour, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's section;
- 98.2.5 Leave in lieu accrued in respect of overtime shall be given by the NSW Police Force and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Commissioner and the Association;
- 98.2.6 A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

### **99. Calculation of Overtime**

- 99.1 Unless a minimum payment in terms of subclause 92.4 of clause 92, Overtime Worked by Day Workers of this award applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- 99.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

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

- 99.3 The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:

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

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

### 100. Provision of Transport in Conjunction With Working of Overtime

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

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

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

- 100.2 Arrangement of Overtime

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

- 100.3 Provision of Taxis

Where a staff member:

- 100.3.1 ceases overtime duty after 8.00 p.m., or
- 100.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 p.m.,

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

## SECTION 10 - MISCELLANEOUS

### 101. Anti-Discrimination

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

- 101.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

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

- 101.4.1 Any conduct or act which is specifically exempted from anti- discrimination legislation;
- 101.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 101.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 101.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

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

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

## **102. Secure Employment**

102.1 Work Health and Safety

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

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

#### 102.2 Disputes regarding the application of this clause

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

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

### 103. Existing Entitlements

The provisions of this award shall not affect any entitlements existing in the NSW Police Force or a section of the NSW Police Force at the time this award is made, if such provisions are better than the provisions contained in this award. Such entitlements are hereby expressly preserved until renegotiated with the Association.

### 104. Area, Incidence and Duration

104.1 This award shall apply to Administrative Officers and Temporary Employees as defined in the NSW Police Act 1990.

104.2 The changes made to the award pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G 359) take effect on and from 2 August 2016.

104.3 Changes made to this award subsequent to it being published on 28 August 2009 (368 I.G. 1421) have been incorporated into this award as part of the review.

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

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

**Table 1 - Rates of Pay**

Classification and Grades	FFPP 1.7.14 Per Annum +2.27% \$	FFPP 1.7.15 Per Annum +2.5% \$	FFPP 1.7.16 Per Annum +2.5% \$
Armourer, Police 1st Year of service	67,341	69,025	70,751
2nd Year of service	68,568	70,282	72,039
3rd Year of service	70,087	71,839	73,635
4th Year of service and thereafter	71,410	73,195	75,025
Senior Armourer, Police 1st Year of service	74,805	76,675	78,592
2nd Year of service	76,391	78,301	80,259
3rd Year of service and thereafter	78,565	80,529	82,542
Administrative and Clerical Clerks General Scale Clerks General Scale step 1	27,724	28,417	29,127
Clerks General Scale step 2	31,461	32,248	33,054
Clerks General Scale step 3 - 1st year of service or 18 years	33,441	34,277	35,134
Clerks General Scale step 4 Minimum for: - employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age	37,892	38,839	39,810
- employee with Higher School Certificate Qualification at 19 years of age Clerks General Scale step 5 Minimum for: - employee with Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	40,448	41,459	42,495

Clerks General Scale step 6 Minimum for employee 21 years of age	43,593	44,683	45,800
Clerks General Scale step 7	44,781	45,901	47,049
Clerks General Scale step 8	46,676	47,843	49,039
Clerks General Scale step 9	47,523	48,711	49,929
Clerks General Scale step 10	48,702	49,920	51,168
Clerks General Scale step 11	50,503	51,766	53,060
Clerks General Scale step 12	52,334	53,642	54,983
Clerks General Scale step 13	54,267	55,624	57,015
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above step 13 of the General Scale	56,588	58,003	59,453
Grade 1 1st Year of service	57,256	58,687	60,154
Thereafter	58,938	60,411	61,921
Grade 2 1st Year of service	60,582	62,097	63,649
Thereafter	62,245	63,801	65,396
Grade 3 1st Year of service	64,008	65,608	67,248
Thereafter	65,938	67,586	69,276
Grade 4 1st Year of service	67,996	69,696	71,438
Thereafter	70,087	71,839	73,635
Grade 5 1st Year of service	75,559	77,448	79,384
Thereafter	77,942	79,891	81,888
Grade 6 1st Year of service	80,997	83,022	85,098
Thereafter	83,371	85,455	87,591
Grade 7 1st Year of service	85,868	88,015	90,215
Thereafter	88,435	90,646	92,912
Grade 8 1st Year of service	92,120	94,423	96,784
Thereafter	95,050	97,426	99,862
Grade 9 1st Year of service	97,883	100,330	102,838
Thereafter	100,635	103,151	105,730

Grade 10 1st Year of service Thereafter	104,743 107,863	107,362 110,560	110,046 113,324
Grade 11 1st Year of service Thereafter	113,212 118,011	116,042 120,961	118,943 123,985
Grade 12 1st Year of service Thereafter	125,403 130,929	128,538 134,202	131,751 137,557
Bar Manager, Police College 1st Year of service Thereafter	56,819 57,856	58,239 59,302	59,695 60,785
Building Manager (Sydney Police Centre) 1st Year of service 2nd Year of service PT Building Manager Allowance	72,115 72,835 1,318	73,918 74,656 1,351	75,766 76,522 1,385
Clerical Officer - translated to Administrative and Clerical Clerks classification - see Table 2 of this award			
Clinical Pharmacologist	142,143	145,697	149,339
Computer Systems Officer (CSO)			
CSO Level 1 - Non Graduate Year 1A Year 1B Year 1C Year 1D Year 1E Year 1F Year 2 Year 3 Year 4	33,441 40,448 43,593 44,781 46,676 47,523 50,503 58,938 62,245	34,277 41,459 44,683 45,901 47,843 48,711 51,766 60,411 63,801	35,134 42,495 45,800 47,049 49,039 49,929 53,060 61,921 65,396
CSO Level 1 - Graduate Year 1A (Any degree) Year 1B (Degree - Computer Sciences) Year 2 Year 3	50,503 52,334 58,938 62,245	51,766 53,642 60,411 63,801	53,060 54,983 61,921 65,396
CSO Level 2 Year 1 Year 2 Year 3	65,938 70,087 77,942	67,586 71,839 79,891	69,276 73,635 81,888



CSO Level 3			
Year 1	80,997	83,022	85,098
Year 2	83,371	85,455	87,591
Year 3	85,868	88,015	90,215
Year 4	88,435	90,646	92,912
Year 5	92,120	94,423	96,784
Year 6	95,050	97,426	99,862
CSO Level 4			
Year 1	97,883	100,330	102,838
Year 2	100,635	103,151	105,730
Year 3	104,743	107,362	110,046
Year 4	107,863	110,560	113,324
CSO Level 5			
Year 1	113,212	116,042	118,943
Year 2	118,011	120,961	123,985
CSO Level 6			
Year 1	125,403	128,538	131,751
Year 2	130,929	134,202	137,557
Departmental Professional Officer			
Grade I			
1st Year of service	57,256	58,687	60,154
2nd Year of service	59,510	60,998	62,523
3rd Year of service	62,828	64,399	66,009
4th Year of service	67,341	69,025	70,751
5th Year of service	72,115	73,918	75,766
6th Year of service and thereafter	76,391	78,301	80,259
Grade II			
1st Year of service	80,132	82,135	84,188
2nd Year of service	82,507	84,570	86,684
3rd Year of service	85,021	87,147	89,326
4th Year of service and thereafter	88,435	90,646	92,912
Grade III			
1st Year of service	92,120	94,423	96,784
2nd Year of service	95,050	97,426	99,862
3rd Year of service	96,943	99,367	101,851
4th Year of service and thereafter	100,635	103,151	105,730

Grade IV			
1st Year of service	104,743	107,362	110,046
2nd Year of service and thereafter	106,820	109,491	112,228
Grade V			
1st Year of service	111,012	113,787	116,632
2nd Year of service and thereafter	113,212	116,042	118,943
Grade VI			
1st Year of service	116,739	119,657	122,648
2nd Year of service and thereafter	119,026	122,002	125,052
Grade VII			
1st Year of service	122,705	125,773	128,917
2nd Year of service and thereafter	125,403	128,538	131,751
Grade VIII			
1st Year of service	129,484	132,721	136,039
2nd Year of service and thereafter	130,929	134,202	137,557
Director of Music (Police Band)			
1st Year	77,942	79,891	81,888
2nd Year	80,132	82,135	84,188
3rd Year	82,507	84,570	86,684
4th Year	85,021	87,147	89,326
5th Year and thereafter	87,591	89,781	92,026
Loading			
1st Year	7,794	7,989	8,189
2nd Year	8,013	8,214	8,419
3rd Year	8,251	8,457	8,668
4th Year	8,502	8,715	8,933
5th Year and thereafter	8,759	8,978	9,203
Car Drivers			
Driver/General Assistant	50,912	52,185	53,490
Departmental - Driver/Assistant	53,823	55,169	56,548
Police Executive Driver/Assistant			
1st year and thereafter	53,792	55,137	56,515
All incidence of employment allowance	49,776	51,020	52,296
Clothing Allowance \$600 per annum			
Driving Instructor			
1st Year	70,600	72,365	74,174
2nd Year	71,410	73,195	75,025
3rd Year and thereafter	73,456	75,292	77,174

Engineer			
Grade I Diplomate Experience Since Qualifying			
In First year	57,256	58,687	60,154
After one year	59,510	60,998	62,523
After two years	62,828	64,399	66,009
After three years	67,341	69,025	70,751
After four years	72,115	73,918	75,766
After five years	76,391	78,301	80,259
Grade I Graduate Experience Since Qualifying			
In First year	59,510	60,998	62,523
After one year	62,828	64,399	66,009
After two years	67,341	69,025	70,751
After three years	72,115	73,918	75,766
After four years	76,391	78,301	80,259
Grade II			
1st Year of service	80,997	83,022	85,098
2nd Year of service	84,117	86,220	88,376
3rd Year of service	86,732	88,900	91,123
4th Year of service and thereafter	89,254	91,485	93,772
Grade III			
1st Year of service	94,022	96,373	98,782
2nd Year of service	96,943	99,367	101,851
3rd Year of service	100,635	103,151	105,730
4th Year of service and thereafter	103,714	106,307	108,965
Grade IV			
1st Year of service	108,916	111,639	114,430
2nd Year of service	112,110	114,913	117,786
3rd Year of service and thereafter	114,336	117,194	120,124
Grade V			
1st Year of service	119,026	122,002	125,052
2nd Year of service and thereafter	121,370	124,404	127,514
Grade VI			
1st Year of service	124,057	127,158	130,337
2nd Year of service and thereafter	126,718	129,886	133,133
General Assistant (NSW Police Academy)			
1st year	44,406	45,516	46,654
2nd year	44,781	45,901	47,049
3rd year	45,630	46,771	47,940

4th year	46,676	47,843	49,039
5th Year and thereafter	47,523	48,711	49,929
Groom, Mounted Police			
1st year	42,522	43,585	44,675
2nd year and thereafter	44,022	45,123	46,251
Imaging Technician			
1st year	64,008	65,608	67,248
2nd year	65,938	67,586	69,276
3rd year	67,996	69,696	71,438
4th year and thereafter	70,087	71,839	73,635
Interpreters and Translators			
Interpreter/Translator			
Year 1	62,828	64,399	66,009
Year 2	67,341	69,025	70,751
Year 3	72,115	73,918	75,766
Year 4	76,391	78,301	80,259
Year 5	80,132	82,135	84,188
Senior Interpreter/Translator			
Year 1	82,507	84,570	86,684
Year 2	85,021	87,147	89,326
Year 3	88,435	90,646	92,912
Legal Officers			
Grade I			
1st Year of service	59,972	61,471	63,008
2nd Year of service	62,245	63,801	65,396
3rd Year of service	64,008	65,608	67,248
4th Year of service	65,938	67,586	69,276
5th Year of service	68,568	70,282	72,039
Grade II			
1st Year of service	74,216	76,071	77,973
2nd Year of service	77,942	79,891	81,888
3rd Year of service	82,507	84,570	86,684
4th Year of service	86,732	88,900	91,123
5th Year of service	90,191	92,446	94,757
Grade III			
1st Year of service	95,050	97,426	99,862
2nd Year of service	97,883	100,330	102,838
3rd Year of service	101,659	104,200	106,805

Grade IV			
1st Year of service	108,916	111,639	114,430
2nd Year of service	111,012	113,787	116,632
Grade V			
1st Year of service	116,739	119,657	122,648
2nd Year of service	119,026	122,002	125,052
Grade VI			
1st Year of service	125,403	128,538	131,751
2nd Year of service	128,046	131,247	134,528
Librarian and Archivists			
Grade 1			
Year 1	57,256	58,687	60,154
Year 2	60,582	62,097	63,649
Year 3	64,008	65,608	67,248
Year 4	67,996	69,696	71,438
Year 5	71,410	73,195	75,025
Year 6	74,805	76,675	78,592
Grade 2			
Year 1	77,942	79,891	81,888
Year 2	80,997	83,022	85,098
Year 3	85,021	87,147	89,326
Year 4	88,435	90,646	92,912
Grade 3			
Year 1	93,086	95,413	97,798
Year 2	95,962	98,361	100,820
Year 3	99,730	102,223	104,779
Year 4	103,714	106,307	108,965
Grade 4			
Year 1	106,820	109,491	112,228
Year 2	109,964	112,713	115,531
Year 3	113,212	116,042	118,943
Year 4	116,739	119,657	122,648
Grade 5			
Year 1	120,033	123,034	126,110
Year 2	124,057	127,158	130,337
Year 3	128,046	131,247	134,528
Year 4	132,390	135,700	139,093

Library Assistant			
Year 1	44,781	45,901	47,049
Year 2	47,523	48,711	49,929
Year 3	50,503	51,766	53,060
Year 4	54,267	55,624	57,015
Year 5	56,271	57,678	59,120
Library Technician			
Grade 1			
Year 1	57,256	58,687	60,154
Year 2	60,582	62,097	63,649
Year 3	64,008	65,608	67,248
Year 4	67,996	69,696	71,438
Grade 2			
Year 1	75,559	77,448	79,384
Year 2	77,942	79,891	81,888
Year 3	80,997	83,022	85,098
Year 4	85,021	87,147	89,326
Maintenance Attendant, Police Academy	45,630	46,771	47,940
Maintenance Officer Trades	67,996	69,696	71,438
Manager Trades			
1st year	95,050	97,426	99,862
2nd year and thereafter	95,962	98,361	100,820
On call Allowance (per hour)	0.90	0.92	0.94
Assistant Manager Trades			
1st year	77,942	79,891	81,888
2nd year and thereafter	79,419	81,404	83,439
On call Allowance (per hour)	0.90	0.92	0.94
Pathology Exhibit Courier	52,334	53,642	54,983
Photogrammetrist			
General Scale			
1st year	33,441	34,277	35,134
2nd year	40,448	41,459	42,495
3rd year	43,593	44,683	45,800
4th year	44,781	45,901	47,049
5th year	46,676	47,843	49,039
6th year	47,523	48,711	49,929
7th year	48,702	49,920	51,168
8th year	50,503	51,766	53,060

9th year	52,334	53,642	54,983
10th year	54,267	55,624	57,015
11th year	57,256	58,687	60,154
12th year	58,938	60,411	61,921
13th year	60,582	62,097	63,649
14th year	62,245	63,801	65,396
Officer HSC aged 19 and over paid not less than	37,892	38,839	39,810
Class 1			
1st year	64,008	65,608	67,248
2nd year	65,938	67,586	69,276
3rd year	67,996	69,696	71,438
4th year	70,087	71,839	73,635
Class 2			
1st year	75,559	77,448	79,384
2nd year	77,942	79,891	81,888
Class 3			
1st year	80,997	83,022	85,098
2nd year	83,371	85,455	87,591
Class 4			
1st year	85,868	88,015	90,215
2nd year	88,435	90,646	92,912
Class 5			
1st year	92,120	94,423	96,784
2nd year	95,050	97,426	99,862
Class 6			
1st year	97,883	100,330	102,838
2nd year	100,635	103,151	105,730
Class 7			
1st year	104,743	107,362	110,046
2nd year	107,863	110,560	113,324
Public Relations Officer			
Assistant Publicity Officers			
1st Year of service	64,677	66,294	67,951
2nd Year of service	66,559	68,223	69,929
Publicity Officers			
1st Year of service	71,410	73,195	75,025
2nd Year of service	73,456	75,292	77,174
3rd Year of service and thereafter	74,805	76,675	78,592

Public Relations Officer			
Grade II			
1st Year of service	85,021	87,147	89,326
2nd Year of service	86,732	88,900	91,123
3rd Year of service and thereafter	88,435	90,646	92,912
Grade I			
1st Year of service	99,730	102,223	104,779
2nd Year of service	101,659	104,200	106,805
3rd Year of service and thereafter	103,714	106,307	108,965
Allowance in lieu of overtime (per annum)	12,586	12,901	13,224
Radio Technician			
1st Year of service	57,856	59,302	60,785
2nd Year of service	58,337	59,795	61,290
3rd Year of service and thereafter	59,510	60,998	62,523
Radio Technician, senior			
1st Year of service	63,382	64,967	66,591
2nd Year of service and thereafter	64,008	65,608	67,248
Scientific Officer			
Grade I			
1st Year of service	57,256	58,687	60,154
2nd Year of service	59,510	60,998	62,523
3rd Year of service	62,828	64,399	66,009
4th Year of service	67,341	69,025	70,751
5th Year of service	72,115	73,918	75,766
6th Year of service and thereafter	76,391	78,301	80,259
Grade II			
1st Year of service	80,132	82,135	84,188
2nd Year of service	82,507	84,570	86,684
3rd Year of service	85,021	87,147	89,326
4th Year of service and thereafter	88,435	90,646	92,912
Grade III			
1st Year of service	92,120	94,423	96,784
2nd Year of service	95,050	97,426	99,862
3rd Year of service and thereafter	96,943	99,367	101,851
Grade IV			
1st Year of service	101,659	104,200	106,805
2nd Year of service	104,743	107,362	110,046
3rd Year of service and thereafter	106,820	109,491	112,228



Grade V			
1st Year of service	111,012	113,787	116,632
2nd Year of service and thereafter	114,336	117,194	120,124
Grade VI			
1st Year of service	118,011	120,961	123,985
2nd Year of service	121,370	124,404	127,514
Senior Basement Attendant, Police Headquarters			
1st Year of service	49,203	50,433	51,694
2nd Year of service	50,019	51,269	52,551
3rd Year of service	50,503	51,766	53,060
4th Year of service and thereafter	51,390	52,675	53,992
Senior Officers			
Grade 1			
Year 1	146,499	150,161	153,915
Year 2	157,856	161,802	165,847
Grade 2			
Year 1	160,527	164,540	168,654
Year 2	171,845	176,141	180,545
Grade 3			
Year 1	177,595	182,035	186,586
Year 2	194,948	199,822	204,818
Stenographers and Machine Operators (Present Occupants Only)			
1st year (up to 17 years)	24,838	25,459	26,095
2nd year (or 17 years)	29,483	30,220	30,976
3rd year (or 18 years)	33,441	34,277	35,134
4th year (or 19 years)	37,892	38,839	39,810
5th year (or 20 years)	40,080	41,082	42,109
6th year (or 21 years)	44,406	45,516	46,654
7th year	45,630	46,771	47,940
8th year	47,135	48,313	49,521
9th year	50,912	52,185	53,490
10th year	51,806	53,101	54,429
11th year	53,273	54,605	55,970
12th year	54,267	55,624	57,015
Grade 1 -			
1st year	57,256	58,687	60,154
2nd year	58,938	60,411	61,921

Grade 2 - 1st year	60,582	62,097	63,649
2nd year	62,245	63,801	65,396
Grade 3 - 1st year	64,008	65,608	67,248
2nd year	65,938	67,586	69,276
Storeman Attendant	43,593	44,683	45,800
Stores Officers			
Grade 1 1st Year of service	50,019	51,269	52,551
2nd Year of service and thereafter	50,912	52,185	53,490
Grade 2 1st Year of service	51,390	52,675	53,992
2nd Year of service and thereafter	51,806	53,101	54,429
Grade 3 1st Year of service	52,334	53,642	54,983
2nd Year of service and thereafter	52,834	54,155	55,509
Grade 4 1st Year of service	53,823	55,169	56,548
2nd Year of service	54,878	56,250	57,656
3rd Year of service and thereafter	54,878	56,250	57,656
Technical Officer			
Grade 1 1st Year of service	58,337	59,795	61,290
2nd Year of service	59,972	61,471	63,008
3rd Year of service	61,634	63,175	64,754
4th Year of service	62,828	64,399	66,009
5th Year of service	64,677	66,294	67,951
Grade 2 1st Year of service	67,996	69,696	71,438
2nd Year of service	69,378	71,112	72,890
3rd Year of service	70,600	72,365	74,174
4th Year of service	72,115	73,918	75,766
Grade 3 1st year of service and thereafter	77,045	78,971	80,945

Senior Technical Officer			
Grade 1			
1st Year of service	75,559	77,448	79,384
2nd Year of service	77,045	78,971	80,945
3rd Year of service	79,419	81,404	83,439
Grade 2			
1st Year of service	81,787	83,832	85,928
2nd Year of service	84,117	86,220	88,376
Grade 3	87,591	89,781	92,026
Technical Officer, Maintenance Services	80,132	82,135	84,188
Technician			
Class 1			
1st year of service	54,267	55,624	57,015
2nd year of service	55,856	57,252	58,683
Class 2			
1st year of service	58,938	60,411	61,921
2nd year of service	60,582	62,097	63,649
Class 3			
1st year of service	64,008	65,608	67,248
2nd year of service	65,277	66,909	68,582
Class 4			
1st year of service	66,559	68,223	69,929
2nd year of service	67,341	69,025	70,751
Transport Officer	54,878	56,250	57,656
Transport Officer, Mechanical			
Year 1	64,008	65,608	67,248
Year 2	64,677	66,294	67,951
Year 3	65,277	66,909	68,582
Year 4	65,938	67,586	69,276
Uniform Fitter and Advisory Officer	52,834	54,155	55,509

**Table 2 - Allowances****Effective 1 July 2015**

Item No.	Clause No.	Description	Amount
1		Meal expenses on one day journeys Capital cities and high cost country centres (see list in item 2)	
	31.1.1	Breakfast	\$25.90
	31.1.2	Dinner	\$49.65
	31.1.3	Lunch	\$29.15
		Tier 2 and other country centres (see list in item 2)	
	31.1.1	Breakfast	\$23.20
	31.1.2	Dinner	\$45.70
	31.1.3	Lunch	\$26.50
2	28.8.2	Travelling allowances	
		Capital cities	
		Adelaide	\$280.45
		Brisbane	\$328.45
		Canberra	\$291.45
		Darwin	\$339.45
		Hobart	\$255.45
		Melbourne	\$296.45
		Perth	\$356.45
		Sydney	\$308.45
	28.8.2	High cost country centres	Per day
		Albany (WA)	\$302.45
		Alice Springs (NT)	\$273.45
		Bordertown (SA)	\$258.45
		Bourke (NSW)	\$288.45
		Bright (VIC)	\$275.45
		Broome (WA)	\$383.45
		Bunbury (WA)	\$278.45
		Burnie (TAS)	\$283.45
		Cairns (QLD)	\$263.45
		Carnarvon (WA)	\$274.45
		Castlemaine (VIC)	\$263.45
		Chinchilla (QLD)	\$266.45
		Christmas Island (WA)	\$303.45
		Cocos (Keeling) Islands (WA)	\$408.45
		Colac (VIC)	\$261.45
		Dalby (QLD)	\$267.45
		Dampier (WA)	\$298.45
		Derby (WA)	\$313.45
		Devonport (TAS)	\$263.45
		Emerald (QLD)	\$279.45
		Esperance (WA)	\$258.45
		Exmouth (WA)	\$378.45
		Geraldton (WA)	\$298.45
		Gladstone (QLD)	\$310.45
		Gold Coast (QLD)	\$272.45
		Gosford (NSW)	\$263.45
		Halls Creek (WA)	\$322.45
		Hervey Bay (QLD)	\$280.45
		Horn Island (QLD)	\$323.45
Jabiru (NT)	\$315.45		
Kalgoorlie (WA)	\$282.45		
Karratha (WA)	\$470.45		

		Katherine (NT)	\$257.45
		Kingaroy (QLD)	\$257.45
		Kununurra (WA)	\$325.45
		Mackay (QLD)	\$284.45
		Maitland (NSW)	\$275.45
		Mount Isa (QLD)	\$283.45
		Mudgee (NSW)	\$258.45
		Newcastle (NSW)	\$278.45
		Newman (WA)	\$318.45
		Norfolk Island (NSW)	\$452.45
		Northam (WA)	\$286.45
		Orange (NSW)	\$278.45
		Port Hedland (WA)	\$418.45
		Port Lincoln (SA)	\$293.45
		Port Macquarie (NSW)	\$263.45
		Port Pirie (SA)	\$263.45
		Queanbeyan (NSW)	\$256.45
		Roma (QLD)	\$262.45
		Thursday Island (QLD)	\$323.45
		Wagga Wagga (NSW)	\$264.45
		Weipa (QLD)	\$261.45
		Whyalla (SA)	\$279.45
		Wilpena-Pound (SA)	\$290.45
		Wollongong (NSW)	\$259.45
		Wonthaggi (VIC)	\$261.45
		Yulara (NT)	\$403.45
	28.8.2	Tier 2 country centres	Per day
		Albury (NSW)	\$246.15
		Ararat (VIC)	\$246.15
		Armidale (NSW)	\$246.15
		Ayr (QLD)	\$246.15
		Bairnsdale (VIC)	\$246.15
		Ballarat (VIC)	\$246.15
		Bathurst (NSW)	\$246.15
		Bega (NSW)	\$246.15
		Benalla (VIC)	\$246.15
		Bendigo (VIC)	\$246.15
		Broken Hill (NSW)	\$246.15
		Bundaberg (QLD)	\$246.15
		Ceduna (SA)	\$246.15
		Charters Towers (QLD)	\$246.15
		Coffs Harbour (NSW)	\$246.15
		Cooma (NSW)	\$246.15
		Dubbo (NSW)	\$246.15
		Echuca (VIC)	\$246.15
		Geelong (VIC)	\$246.15
		Goulburn (NSW)	\$246.15
		Griffith (NSW)	\$246.15
		Gunnedah (NSW)	\$246.15
		Hamilton (VIC)	\$246.15
		Horsham (VIC)	\$246.15
		Innisfail (QLD)	\$246.15
		Kadina (SA)	\$246.15
		Launceston (TAS)	\$246.15
		Lismore (NSW)	\$246.15
		Mildura (VIC)	\$246.15
		Mount Gambier (SA)	\$246.15
		Muswellbrook (NSW)	\$246.15
		Naracoorte (SA)	\$246.15

		Nowra (NSW)	\$246.15
		Port Augusta (SA)	\$246.15
		Portland (VIC)	\$246.15
		Queenstown (TAS)	\$246.15
		Renmark (SA)	\$246.15
		Rockhampton (QLD)	\$246.15
		Sale (VIC)	\$246.15
		Seymour (VIC)	\$246.15
		Shepparton (VIC)	\$246.15
		Swan Hill (VIC)	\$246.15
		Tamworth (NSW)	\$246.15
		Tennant Creek (NT)	\$246.15
		Toowoomba (QLD)	\$246.15
		Townsville (QLD)	\$246.15
		Tumut (NSW)	\$246.15
		Wangaratta (VIC)	\$246.15
		Warrnambool (VIC)	\$246.15
	28.8.2	Other country centres	Per Day \$224.15
	28.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	28.8.1	Incidental expenses	\$18.75
4	36.2.1	Camping allowance Established camp	Per night \$31.15
	36.2.1	Non established camp	\$41.15
	36.2.2	Additional allowance for staff who camp in excess of 40 nights per year	\$9.80
5	37.2	Composite allowance (per day)	\$148.50
6		Use of private motor vehicle	Cents per kilometre
	38.3	Official business	66.0
	38.3	Casual rate (40% of official business rate)	26.4
		Motor cycle allowance (50% of the 1600cc or less official business rate)	33.0
	38.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	8.6
7	40.2	Camping equipment allowance	Per night
	40.3	Camping equipment allowance	\$30.85
		Bedding and sleeping bag	\$5.20
8		Remote areas allowance	Per annum
	41.2.1	With dependants	
		- Grade A	\$1970 pa
	41.2.2	- Grade B	\$2613 pa
	41.2.3	- Grade C	\$3490 pa
		Without dependants	
	412.1	- Grade A	\$1375 pa
	41.2.2	- Grade B	\$1832 pa
	41.2.3	- Grade C	\$2445 pa
9	42.1	Assistance to staff members stationed in a remote area when travelling on recreation leave By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$48.55

		Other transport - with dependants	Actual reasonable expenses in excess of \$48.55 and up to \$325.30
		Other transport - without dependants	Actual reasonable expenses in excess of \$48.55 and up to \$160.70
		Rail travel	Actual rail fare less \$48.55
10	43	Insurance cover	Up to \$A 1,173
11	44.2	Exchanges	Actual cost
12	45.1	Room at home used as office	\$897 pa
13	94.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2015)	0.92 per hour
14	47	Flying allowance (effective ffpp on or after 1 July 2015)	\$19.68 per hour
15	48.1	Uniforms, protective clothing and laundry allowance	\$4.70 per week
16	50.1	Garage and carport allowance - Garage allowance - Carport allowance	Per annum \$635 pa \$141 pa
17	51.1	Community language allowance scheme (effective ffpp on or after 1 July 2015) - Base Level Rate - Higher Level Rate	Per annum \$1312 pa \$1972 pa
18	52.1	First aid allowance (effective ffpp on or after 1 July 2015) - Holders of basic qualifications - Holders of current occupational first aid certificate	Per annum \$845 pa \$1269 pa
19	96.1	Overtime meal allowances Breakfast Lunch Dinner Supper	Effective 1 July 2015 \$28.80 \$28.80 \$28.80 \$10.75

NB: In adjusting expense related and salary related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

J. D. STANTON, Commissioner

## **CROWN EMPLOYEES (NSW POLICE FORCE POLICE BAND) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006990)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **PART A**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
5.	Anti-Discrimination
6.	Progression
7.	Future Adjustments
8.	Higher Duties Allowance
9.	Doubling Allowance
10.	Hours
11.	Meals
12.	Lactation Breaks
13.	Shift Work Allowance
14.	Flexible Rosters
15.	Overtime
16.	Recall to Duty
17.	Penalty Provisions Not Cumulative
18.	Travelling Time
19.	Travelling Allowance
20.	Travelling to Distant Work
21.	Leave
22.	Leave for Matters Arising from Domestic Violence
23.	Additional Annual Leave
24.	Public Holidays
25.	Introduction of New Technology
26.	Introduction of Change
27.	Disputes/Grievance Settlement Procedure
28.	Police Band Consultative Committee
29.	Public Interest
30.	Disciplinary Guidelines
31.	Deduction of Association Membership Fees
32.	Secure Employment
33.	Area, Incidence and Duration



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

Table 1 - Salaries

Table 2 - Other Rates and Allowances

**PART A****1. Title**

This award shall be known as the *Crown Employees (NSW Police Force Police Band) Award*.

**2. Definitions**

- (a) "Officer" means and includes all persons employed as Musicians within the Police Band by the NSW Police Force who, as at 28 July 1997, were occupying one of such positions or who, after that date, are appointed to such a position.
- (b) "Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.
- (c) "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the rates of pay at which they are appointed.
- (d) "Promotional position" means the positions of Senior Musician (Police Band).
- (e) "the Police Band" when used in the appropriate context may refer to all positions within the Police Band including promotional positions.
- (f) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (g) "Award" means the *Crown Employees (NSW Police Force Police Band) Award*.
- (h) "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

**3. Salaries**

An officer shall, according to the position held and years of service, be paid an annual salary of not less than the amounts as set out 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 all officers covered by this award.
- 4.2 For the purpose of this clause:
  - (i) "salary" means the salary or rate of pay prescribed for the officer's classification by clause 3, Salaries, or Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
  - (ii) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS-HELP payments, child support payments, and judgement debtor/garnishee orders.

- 4.3 By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (i) a benefit or benefits selected from those approved by the Commissioner, and
  - (ii) an amount equal to the difference between the officer's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the officer 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 4.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.
- 4.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
  - (ii) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
  - (iii) subject to NSW Police Force agreement, paid into another complying superannuation fund.
- 4.8 Where the officer 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.
- 4.9 Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
  - (ii) *Superannuation Act 1916*;
  - (iii) *State Authorities Superannuation Act 1987*; or
  - (iv) *State Authorities Non-contributory Superannuation Act 1987*,  
the NSW Police Force must ensure that the officer's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 4.10 Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established 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 salary packaging is implemented.
- 4.11 Where the officer makes an election to salary package:
- (i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

- (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate which would have applied to the officer under clause 3, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 4.12 The NSW Police Force 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 NSW Police Force will determine from time to time the value of the benefits provided following discussions 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 officer may elect to terminate the Salary Packaging Agreement.

### 5. Anti-Discrimination

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 5.5 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.

### 6. Progression

Progression through the incremental range is dependent upon completion of 12 months satisfactory conduct and service on each step of the scale.

Provided that the first year of service shall be a probationary period and the officer's conduct and performance shall be subject to review and report at 3 monthly intervals.

Promotional positions within the Police Band will be filled by way of open competitive selection upon the occurrence of a vacancy. The following procedure stipulates the method by which officers will be appointed to promotional positions and ensures that such appointments are based on merit selection principles.

#### 6.1 Advertisement Action

All promotional positions will be advertised in the Police Monthly. The advertisement will provide the criteria by which culling and selection will be determined.

Advertisements will clearly state the requirements of the positions and will detail essential and desirable qualifications in line with the Position Overview (formerly known as a Statement of Duties and Accountabilities). The content of the advertisement will inform applicants of the skills and abilities necessary to perform the duties of the position. The closing date for applications will be not less than three weeks following the date of publication.

#### 6.2 Selection Committee

A selection committee of identical composition to that required for any vacant Administrative Officer position in the NSW Police Force will be established and will assume responsibility for assessing the comparative merit of each applicant and recommending the candidate with the greatest merit.

Merit is decided by reference to the abilities, qualifications, experience, standard of performance and personal qualities of an applicant relative to the position.

#### 6.3 Convenor

A convenor of the selection committee will be nominated. The role of the convenor will include ensuring that no member of the committee has any bias toward any of the applicants, and that the selection process does not involve any unfair questioning or assessment of applicants.

The convenor will also undertake the administrative work associated with the selection process.

#### 6.4 Culling of Applications

A cull will be conducted by the Committee based on the content of the advertisement and the Position Overview.

The purpose of the cull is to exclude applicants who on the basis of the application do not demonstrate that they satisfy the essential requirements of the advertisement or who show evidence that their qualifications and experience are not as competitive as other applicants.

#### 6.5 Notice of Interview

Applicants will be given at least 3 clear working days notice of interview. Interviews should be held within 10 working days of the closing date of applications.

#### 6.6 Attendance at Interview

Where an officer is rostered for work at the time of interview they shall be granted special leave without loss of pay to attend. Provided however that where an officer is rostered off duty at the time of the interview then attendance at interview shall be without pay. Every effort shall be made to roster officers on duty to facilitate their attendance at interview.

#### 6.7 Selection Committee Report

The Selection Committee will be required to produce a written report on the selection process specifically detailing reasons for selection and non-selection.

#### 6.8 Approving Officer

The Assistant Commissioner, Human Resources shall under delegation from the Commissioner be the Approving Officer. Notification of successful applicants to promotional positions shall be published at the earliest possible opportunity in the Police Monthly.

#### 6.9 Services Check

A check of the conduct and services of the recommended officer will be made with their supervising officer.

### 7. Future Adjustments

Should there be a variation to the *Crown Employees (Public Sector - Salaries 2016) Award*, or an award replacing it during the term of this award by way of salary increase, this award shall be varied to give effect to any such salary increase, from the operative date of the variation of the former award or replacement award.

### 8. Higher Duties Allowance

Officers who provide relief in positions which attract a higher rate of pay will receive payment of an allowance in compensation for the period of relief provided, subject to the following conditions:

- 8.1 the relieving officer performs all of the duties and assumes all of the responsibilities of the higher position.
- 8.2 the period of relief is not less than 5 consecutive working days in duration.
- 8.3 where an officer performing higher duties is required to work overtime, payment will be made at the higher rate.
- 8.4 the supervising officer will be responsible for substantiating that payment of the allowance is justified.
- 8.5 there shall be no payment of higher duties allowances arising from the operation of the 38 hour week.

### 9. Doubling Allowance

- 9.1 Officers required to "double" on any musical instrument shall be paid an allowance per annum as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. From 1 July 2008, the allowance shall be adjusted in accordance with the percentage increase applying to salary rates.
- 9.2 The doubling allowance shall be disregarded in computing the 10% loading prescribed in Table 1 - Salaries, of Part B, Monetary Rates, and payments for overtime worked.

### 10. Hours

#### (a) General

- 10.1 Except as provided in clause 14, Flexible Rosters of this award, the ordinary hours of duty for officers shall be an average of 38 per week or 76 per fortnight and shall be worked from Sunday to Saturday inclusive.

The hourly rate for officers shall be calculated on the basis of 1/38th.

- 10.2 Ordinary hours shall not exceed 8 per day and shall be worked continuously from starting time except as provided in clause 11, Meals of this award. Officers shall not be rostered to work broken shifts except in the public interest or on reasonable request by the Commander, NSW Police Force Band.
- 10.3 Rostered shifts of 8 hours may be arranged on the basis of 5 rostered shifts and 2 rest days in any period of a week or 10 rostered shifts and 4 rest days in any period of 2 weeks. An officer's

roster shall be arranged, as far as practicable, to allow 1 rest day on each alternate Sunday with 2 rest days comprising 1 weekend in 4.

10.4 The parties agree that changes may be made in a roster in emergent circumstances with reasonable notice and in any event with notice of at least 24 hours.

(b) 38 Hour Week Operation

10.5 The hours of duty shall be an average of 38 per week on the basis of accruing 1 day off per 20 day cycle to be taken as a block of days except where a rostered day off may be taken at the discretion of the Commissioner of Police.

10.6 The maximum accrual of days off shall be 12 working days per annum on the basis of no accrual of the 13th day during the first 4 weeks of annual leave. In order to meet NSW Police Force requirements and in the event of unforeseen circumstances arising, the day off may be deferred and taken at a suitable later time.

10.7 All paid ordinary working time and paid leave of absence goes towards the accrual of time for the rostered day off. However, where extended long service, sick leave or workers' compensation paid absences occur accrual only applies to the extent necessary to enable the rostered day off immediately following resumption to be allowed.

10.8 There will be mutual co-operation at all levels to ensure that the efficiency of the Band is maintained at the pre-existing standards without additional overtime being worked.

10.9 There shall be no payment of higher duties allowances arising from the rostered day off. There shall be no eligibility for sick leave when on rostered leave arising from the 38 hour week.

10.10 Wages and salaries will be paid into banking or other accounts.

10.11 All restrictive work practices are to be eliminated.

### **11. Meals**

11.1 An officer shall be allowed an unbroken period of not less than 30 minutes in the aggregate each shift for meals. Such time shall not be counted as time worked.

11.2 An officer shall not normally be required to work for more than 5 hours without a meal break.

11.3 An officer who actually incurs expense in purchasing a meal and has worked more than one half hour beyond the completion of a rostered shift shall be entitled to be compensated at the rates for the payment of meal allowances prescribed from time to time by the NSW Police Force. Provided that where actual expenditure exceeds the rates prescribed an officer shall be entitled to a refund of amounts actually and reasonably incurred upon production of receipts.

### **12. Lactation Breaks**

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

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

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

12.4 A flexible approach to lactation breaks can be taken by mutual agreement between a officer and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration

to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the officer.

- 12.5 The Commissioner shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 12.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and officer will take place to attempt to identify reasonable alternative arrangements for the officer's lactation needs.
- 12.7 Officers experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 12.8 Officers needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 3 Sick Leave of Uniform Leave Conditions for Ministerial Employees in Government Departments and Equivalent Employees in Corporate Bodies, or access to flexible working hours provided in clauses 10, Hours and 14, Flexible Rosters of this award, where applicable.

### 13. Shift Work Allowance

- 13.1 An officer who works the full shift of not less than 8 hours shall be paid, in addition for each shift actually worked, a shift allowance as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 13.2 It is agreed that shift allowances shall be subject to variation only to the extent of any variation in the same rate prescribed by the *Crown Employees (Police Officers - 2014) Award* from time to time.

### 14. Flexible Rosters

- 14.1 Notwithstanding clause 10, Hours of this award the parties agree that where the majority of officers agree and the Commander, NSW Police Force Band agrees, a trial of a flexible roster system may be implemented. Such a trial shall be for a period of up to 6 months in the first instance, following which the parties may agree to the adoption of the flexible roster as an ongoing arrangement.
- 14.2 The conditions of any such trial shall be in accordance with the Parameters for Flexible Rostering, Administrative Officers and Ministerial Employees, Etc., and the Guidelines for the Taking and Recording of Leave, Etc., Administrative Officers and Ministerial Employees, Etc.

### 15. Overtime

- 15.1 Subject to subclause 16.2 of clause 16, Recall to Duty, the NSW Police Force may require an officer to work reasonable overtime at overtime rates.
- 15.2 An officer may refuse to work overtime in circumstances where the working of such overtime would result in the officer working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:
  - (i) any risk to officer health and safety;
  - (ii) the officer's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the Commander, NSW Police Force Band of the overtime and by the officer of his or her intention to refuse it; and

- (v) any other relevant matter.
- 15.3 All time worked outside the ordinary hours of work prescribed by clause 10, Hours of this award, shall be paid at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided that an officer who works overtime on a public holiday as prescribed in clause 24, Public Holidays, shall be paid for such time at the rate of double time for the first two hours and double time and one half thereafter. Except as provided in this subclause, in computing overtime, each days work shall stand-alone.
- 15.4 Overtime shall be calculated to the nearest quarter hour provided that periods of less than a quarter hour shall not be counted.
- 15.5 Overtime shall be calculated on an hourly rate of pay of the annual salary. In this regard the 10% loading is not part of annual salary and shall not be taken into account when calculating payment of overtime.
- 15.6 Time spent travelling shall not be calculated as overtime.
- 15.7 Approval to work overtime shall be obtained from the Commander, NSW Police Force Band.
- 15.8 Where two or more periods of overtime are worked on one day, then only the time actually worked shall count for the determination of the commencement of the payment of double time.
- 15.9 An officer may elect, subject to the convenience of the employer, to take time off in lieu of the payment of overtime.

#### **16. Recall to Duty**

- 16.1 "Recall to duty" is the interference with the period of time off work between the arrival of an officer at home after the conclusion of one shift and the commencement of the next rostered shift caused by the necessity for an officer to perform duty.
- A recall to duty commences when the officer commences duty (excluding travel from home) and terminates when the duty is completed (excluding travel to home) or the commencement of the next rostered shift whichever is the sooner.
- 16.2 An officer recalled to duty shall be paid, subject to subclause 15.8 of clause 15, Overtime of this award, for the time worked on such recall to duty between normal rostered shifts a minimum of 3 hours at the overtime rate specified in subclause 15.3 for each time so recalled, except where such duty is continuous with the commencement of the next rostered shift.
- 16.3 An officer recalled to duty within 3 hours of the commencement of the next rostered shift shall be paid at the appropriate overtime rate from the time of recall to the time of the commencement of such shift.
- 16.4 The minimum period for the payment of overtime worked specified in subclause 15.4 shall not apply to entitlements under this clause.
- 16.5 An officer who performs the duty for which recalled within the minimum period of 3 hours shall not be required to undertake any additional duty for the remainder of the 3 hour period.
- 16.6 An officer recalled to duty whose period of duty and travel to and from the place where the duty is performed exceeds 3 hours shall, in addition to payment for the recall to duty, be compensated at the rate specified hereafter for travelling time in clause 18, for any period of travel exceeding 2 hours.
- 16.7 An officer recalled to duty during any period of annual or long service leave may elect to be re credited with a full day's leave for each day or part thereof involved in the recall to duty or to be paid a minimum of 8 hours at the rate of time and one half for each such day or part thereof.



- 16.8 Time worked in excess of 8 hours on any recall to duty during annual or long service leave shall be compensated at the rate of double time.
- 16.9 Travelling time incurred in any recall to duty from annual or long service leave which exceed the minimum 8 hours granted under subclause 16.7 of this clause shall be compensated at the rate of ordinary time.
- 16.10 An officer recalled to duty on a public holiday shall be paid in accordance with subclause 17.2 of this clause.

### **17. Penalty Provisions Not Cumulative**

Where two or more penalty and/or overtime provisions could apply in a particular situation, NSW Police Force shall pay only one of such provisions. Where the provisions are not identical, the higher or highest, as the case may be, shall apply.

### **18. Travelling Time**

- 18.1 Travelling time shall be compensated by the payment of ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- 18.2 Travelling time shall mean a period spent in the movement of an officer from one locality to another where the primary objective of the journey is the movement of that officer to the latter locality and no specific task other than travelling is directed in advance to be performed by such officer during that period.

Provided that travelling time will not apply in respect of:

- (i) Any period of travel during the rostered shift of an officer or any period during which overtime accrues.
- (ii) Any period of travel between the home of an officer and place of attachment - provided further that when an officer is directed to perform duty at a location other than at the normal place of attachment, the travelling time to and from that locality which exceeds that taken in travelling between home and the place of attachment shall be compensated in terms of subclause 18.1 of this clause.
- (iii) Any period when an officer is travelling by train between the hours of 11 pm and 8 am when sleeping accommodation is provided.
- (iv) Any period of travel by an officer recalled to duty in terms of subclause 16.1 of clause 16, Recall to Duty of this award. Provided that any officer so recalled to duty who resides at such a distance from the place to which recalled that the officer cannot reasonably travel from the place of residence, perform the duty for which recalled and return to the place of residence within the minimum of 3 hours shall be paid at ordinary time rates for all time spent travelling in connection with such recall in excess of 2 hours.
- (v) Any period between arrival of an officer at the destination or a place en route to the destination where accommodation is provided and departure from the destination or the place en route for the purpose of travelling to the destination or returning to the place of residence or the normal place of attachment.

Provided further that on the day of arrival of an officer at the destination and on the day of departure from the destination for the journey to the place of residence or normal place of attachment the officer will be compensated in terms of subclause 18.1 of this clause for one third of the period:

- (1) Between the time of arrival and commencement of duty or rostered shift;

- (2) Between the time of completion of duty or rostered shift and time of departure.
- (vi) For the purpose of this subclause, any period between the hours of 6 pm and 8 am during which an officer is provided with accommodation at the destination will be disregarded.

### **19. Travelling Allowance**

Travelling allowance provisions shall be the same as those applying to non-commissioned police officers from time to time.

### **20. Travelling to Distant Work**

- 20.1 Where an officer performs duty at a place other than the normal place of attachment, the time taken travelling to and from such place in excess of normal travelling time between home and the place of attachment shall be compensated by payment at the rate of ordinary time.
- 20.2 An officer so employed shall be entitled to recover from the employer the cost of any fares in excess of those normally incurred in travelling between home and the place of attachment.

### **21. Leave**

- 21.1 The Uniform Leave Conditions for Ministerial Employees shall apply provided that full time officers shall be entitled to 6 weeks (228 hours) recreation leave per annum.
- 21.2 As a general principal recreation leave including additional leave (if applicable) 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.
- 21.3 Consistent with the *Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009*, the parties agree that a block of two weeks recreation leave shall be taken each leave year unless insufficient paid leave is available.
- 21.4 The NSW Industrial Relations Commission's Family Provisions Case 2005 applies to officers in relation to Carers Leave and Parental Leave.
- 21.5 The Enhanced Conditions relating to Maternity, Adoption, Parental and Extended Leave from the settlement of the Association's 2004 Pay Case apply to officers (refer Premier's Department Circular No 2004 - 45).

### **22. Leave for Matters Arising from Domestic Violence**

- 22.1 The definition of domestic violence is found in clause 2(h), of clause 2 Definitions, of this award.
- 22.2 Leave for Special Purposes and Sick Leave, provided for by the Uniform Leave Conditions for Ministerial Employees, Leave, may be used by officers experiencing domestic violence.
- 22.3 Where the leave entitlements referred to in subclause 21.2 are exhausted, the Commissioner shall grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- 22.4 The Commissioner will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 22.5 Personal Information concerning domestic violence will be kept confidential by the NSW Police Force.
- 22.6 An application for leave for matters arising from domestic violence under this clause will trigger the NSW Police Force response to domestic and family violence with respect to the immediate and long term protection of victims, including specific police obligations for the investigation and management of

such matters. Such actions are in line with obligations under the *Crimes (Domestic and Personal Violence) Act 2007*.

- 22.7 The Commissioner, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

### 23. Additional Annual Leave

- 23.1 Officers shall be entitled to additional annual leave on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period	Additional Leave
4 - 10	1 additional working day
11 - 17	2 additional working days
18 - 24	3 additional working days
25 - 31	4 additional working days
32 or more	5 additional working days

- 23.2 A qualifying period shall mean the period commencing 12 months from 1 December each year.

### 24. Public Holidays

- 24.1 An officer required to work on the days on which New Year's Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays throughout the State, shall be paid at the rate of time and one half (i.e., half time in addition to the ordinary rate).
- 24.2 An officer rostered to take a public holiday as a rest day who is subsequently required to work a shift on that public holiday and who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift, shall be paid for the performance of duty on that shift in lieu of being granted an alternate rest day at the overtime rate specified in subclause 15.1 of clause 15, Overtime.
- 24.3 For the purposes of this clause the ordinary rate excludes the 10% loading as defined in Table 1 - Salaries, of Part B, Monetary Rates.

### 25. 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 assist in the provision of band services.

### 26. Introduction of Change

The parties agree to co-operate fully through the Police Band Consultative Committee in the implementation and/or trialling of change in respect of the employment or organisation of the Police Band with the objective of ensuring the most efficient, effective and productive use of resources.

### 27. Disputes/Grievance Settlement Procedure

The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this agreement shall be dealt with in the manner prescribed hereunder:

- 27.1 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/s concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.

- 27.2 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate supervising officer the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
- 27.3 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 officer/s and at their request the local delegate or workplace representative and the Commander, NSW Police Force Band or nominee.
- 27.4 If the dispute/grievance remains unresolved the employee/s, local delegate or workplace representative or Commander, NSW Police Force Band may refer the matter to the Director, Public Affairs for discussion between the Director or delegate and the Association. Those discussions should take place as soon as possible and in any event within two working days of such referral.
- 27.5 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 members of the Senior Executive Service 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 if such is the case.
- 27.6 The matter will only be referred to the Industrial Relations Commission of NSW 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.
- 27.7 At no stage during a dispute that specifically relates to any industrial agreement in force may any stoppage of work occur or any form of ban or limitation be imposed.
- 27.8 In cases where a dispute is premised on an issue of safety, consultation between the Association and the Employee Relations Unit should be expedited. The status quo shall remain until such matter is resolved.
- 27.9 The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.
- 27.10 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.
- 27.11 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.

## **28. NSW Police Force Police Band Consultative Committee**

- 28.1 It is intended for the purpose of this agreement to establish a forum within which matters concerning the formation of policy and procedures may be addressed.
- 28.2 The parties agree that members of the Committee should include 3 representatives from the NSW Police Force (one being the Commander, NSW Police Force Band or nominee, the second being a further nominee of the Commander, NSW Police Force Band, and the third being a nominee of the Director, Public Affairs Branch); a representative of the Association and 2 delegates.
- 28.3 This Committee shall meet on a needs basis within one week at the request of either party, or other agreed time frame.

## **29. Public Interest**

- 29.1 The parties agree that any provision of this Award may be suspended by the Commissioner of Police where emergency circumstances or the public interest require that they be varied temporarily.

- 29.2 The Commissioner of Police reserves the right to apply to vary, after first consulting with the Association, any of the provisions of the Award which the Commissioner considers are no longer appropriate when regard is had to similar provisions then applying to non commissioned police officers.

### **30. Disciplinary Guidelines**

A similar and consistent approach to that outlined in the NSW Police Force Administrative Officer Discipline Policy Guidelines and Procedures, and the NSW Police Force Administrative Officer Remedial Performance Program Guidelines, will be applied to officers employed by the NSW Police Force.

### **31. Deduction of Association Membership Fees**

- 31.1 The Association shall provide the NSW Police Force with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 31.2 The Association shall advise the NSW Police Force 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 NSW Police Force at least one month in advance of the variation taking effect.
- 31.3 Subject to subclauses 31.1 and 31.2 of this clause, the NSW Police Force shall deduct Association fortnightly membership fees from the pay of any officer who is a member of the Association in accordance with the Association's rules, provided that the officer has authorised the NSW Police Force to make such deductions.
- 31.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officer's Association membership accounts.
- 31.5 Unless other arrangements are agreed to by the NSW Police Force and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 31.6 Where an officer 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 officer to make a fresh authorisation in order for such deductions to continue.

### **32. Secure Employment**

#### **32.1 Work Health and Safety**

- (i) For the purpose of this subclause, the following definitions shall apply:
- (1) A 'labour hire business' is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
  - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
  - (2) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause 32.1 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

### 32.2 Disputes Regarding the Application of this Clause

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

32.3 This clause has no application in respect of organisations which are properly registered as *Group 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.

## 33. Area, Incidence and Duration

- 33.1 This award shall apply to the Police Band who were employed by NSW Police Force as at 28 July 1997 or who are subsequently employed. Except where inconsistent with this award, the provisions of any other existing Determination or Award will continue to apply.
- 33.2 The changes made to the award pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- 33.3 Changes made to this award subsequent to the *Crown Employees (NSW Police Force Special Constables) (Police Band) Award* being published on 31 August 2012 (374 I.G. 452) have been incorporated into this award as part of the review.
- 33.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

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

**Table 1 - Salaries**

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

In addition to the salaries prescribed in Column 1, officers shall be paid a loading in accordance with Column 2 for work performed on weekends and other incidents of employment not otherwise provided for elsewhere in this award.

(a) Musicians (Police Band)

Musicians (Police Band)	\$ per annum	\$ per annum	\$ per annum
	Column 1 Base	Column 2 Loading (10%)	Column 3 Total
1st year of service	57,656	5,766	63,422
2nd year of service	58,684	5,868	64,552
3rd year of service	59,695	5,970	65,665
4th year of service	60,785	6,079	66,864
5th year of service	63,649	6,365	70,014
6th year of service and thereafter	64,754	6,475	71,229

(b) Senior Musicians (Police Band)

Senior Musicians (Police Band)	\$ per annum	\$ per annum	\$ per annum
	Column 1 Base	Column 2 Loading (10%)	Column 3 Total
1st year of service and thereafter	67,190	6,719	73,909

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Subject Matter	Amount \$ Effective from the first full pay period on or after 1.7.2016
1	9	Doubling Allowance	1069 per annum
2	13	Shift Work Allowance -	Effective from the first full pay period on or after 1.7.2016
	Shift	Shift Commencing Time	
	A	At or after 1 pm and before 4 pm	40.38
	B	At or after 4pm and before 4am	47.10
	C	At or after 10am and before 1pm	26.92
	C	At or after 4am and before 6am	26.92

J. D. STANTON, Commissioner

## **CROWN EMPLOYEES (NSW POLICE FORCE SPECIAL CONSTABLES) (SECURITY) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007047)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **Arrangement**

#### PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Wages
4.	Wages Packaging Arrangements, Including Wages Sacrifice to Superannuation
5.	Anti-Discrimination
6.	Progression
7.	Future Adjustments
8.	Mixed Functions
9.	Hours
10.	Shift Work Allowance
11.	Saturday and Sunday Work During Ordinary Hours
12.	Flexible Rosters
13.	Lactation Breaks
14.	Night Shifts
15.	Commencing Times
16.	Overtime
17.	Part Time Employment
18.	Casual Employment
19.	Shift Allowances - Part Time and Casual Officers
20.	Volunteer Duty
21.	Leave
22.	Leave for Matters Arising from Domestic Violence
23.	Public Holidays
24.	Training and Development
25.	Introduction of New Technology
26.	Introduction of Change
27.	Disputes/Grievance Settlement Procedure
28.	Special Constable (Security) Consultative Committee
29.	Uniforms
30.	Disciplinary Guidelines
321.	Deduction of Union Membership Fees
32.	Secure Employment
33.	Area, Incidence and Duration



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

Table 1 - Wages

Table 2 - Other Rates and Allowances

**PART A****1. Title**

This award shall be known as the *Crown Employees (NSW Police Force Special Constables) (Security) Award*.

**2. Definitions**

- (a) "Officer" means and includes all persons employed as Special Constables (Security) by the NSW Police Force who, as at 30 July 1997, were occupying one of such positions or who, after that date, were appointed to such a position.
- (b) "Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.
- (c) "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the rates of pay at which they are appointed.
- (d) "Promotional position" means the positions of Senior Special Constable (Security).
- (e) "Special Constable (Security)" when used in the appropriate context may refer to all positions of Special Constables (Security) including promotional positions.
- (f) "Part Time Special Constable (Security)" means an officer employed under the provisions of clause 17, Part-time Employment, of this award.
- (g) "Casual Special Constable (Security)" means an officer employed under the provisions of clause 18, Casual Employment, of this award.
- (h) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (i) "Award" means the *Crown Employees (NSW Police Force Special Constables) (Security) Award*.
- (j) Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

**3. Wages**

An officer shall, according to the position held and years of service, be paid a weekly wage of not less than the amounts as set out in Table 1 - Wages, of Part B, Monetary Rates.

**4. Wage Packaging Arrangements, Including Wages Sacrifice to Superannuation**

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

- (a) full-time and part-time officers; and
- (b) casual officers, subject to New South Wales Police Force convenience, and limited to wage sacrifice to superannuation in accordance with subclause 4.7.

- 4.2 For the purposes of this clause:
- (a) "wage" means the rate of pay prescribed for the officer's classification by clause 3, Wages, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
  - (b) "post compulsory deduction wage" means the amount of wage available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS-HELP payments, child support payments, and judgement debtor/garnishee orders.
- 4.3 By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction wage 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 officer's wage, and the amount specified by the Commissioner for the benefit provided to or in respect of the officer in accordance with such agreement.
- 4.4 An election to wage 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 Wage Packaging Agreement.
- 4.6 Except in accordance with subclause 4.7, a Wage Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Wage Packaging Agreement.
- 4.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction wage as additional employer superannuation contributions, the officer 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 New South Wales Police Force agreement, paid into another complying superannuation fund.
- 4.8 Where the officer makes an election to wage sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 4.9 Where the officer makes an election to wage package and where the officer 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 New South Wales Police Force must ensure that the officer's superable wage for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Wage Packaging Agreement had not been entered into.

- 4.10 Where the officer makes an election to wage package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause 5.9 of this clause, the New South Wales Police Force must continue to base contributions to that fund on the wage payable as if the Wage Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the New South Wales Police Force may be in excess of superannuation guarantee requirements after the wage packaging is implemented.
- 4.11 Where the officer makes an election to wage package:
- (a) subject to Australian Taxation law, the amount of wage 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 officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under clause 3, Wages, or Part B of this Award if the Wage Packaging Agreement had not been entered into.
- 4.12 The New South Wales Police Force 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 Wage Packaging Agreement from date of such variation.
- 4.13 The New South Wales Police Force 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 Wage Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Wage Packaging Agreement.

## 5. Anti-Discrimination

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.

## 6. Progression

Progression through the incremental range is dependent upon completion of 12 months satisfactory conduct and service on each step of the scale.

Provided that the first year of service for Special Constables (Security) shall be a probationary period and the officer's conduct and performance shall be subject to review and report at 3 monthly intervals.

The positions of Senior Special Constable (Security) are promotional positions, which will be filled by way of open competitive selection upon the occurrence of a vacancy. The following procedure stipulates the method by which Special Constables (Security) will be appointed to promotional positions and ensures that such appointments are based on merit selection principles.

### 6.1 Advertisement Action

All promotional positions will be advertised on [iworkfor.nsw.gov.au](http://iworkfor.nsw.gov.au). The advertisement will provide the criteria by which culling and selection will be determined.

Advertisements will clearly state the requirements of the positions and will detail essential and desirable qualifications in line with the Position Overview (formerly known as a Statement of Duties and Accountabilities). The content of the advertisement will inform applicants of the skills and abilities necessary to perform the duties of the position. The closing date for applications will be not less than three weeks following the date of publication.

### 6.2 Selection Committee

A selection committee of identical composition to that required for any vacant Administrative Officer position in the NSW Police Force will be established and will assume responsibility for assessing the comparative merit of each applicant and recommending the candidate with the greatest merit.

Merit is decided by reference to the abilities, qualifications, experience, standard of performance and personal qualities of an applicant relative to the position.

### 6.3 Convenor

A convenor of the selection committee will be nominated. The role of the convenor will include ensuring that no member of the committee has any bias toward any of the applicants, and that the selection process does not involve any unfair questioning or assessment of applicants. The convenor will also undertake the administrative work associated with the selection process.

### 6.4 Culling of Applications

A cull will be conducted by the Committee based on the content of the advertisement and the Position Overview.

The purpose of the cull is to exclude applicants who on the basis of the application do not demonstrate that they satisfy the essential requirements of the advertisement or who show evidence that their qualifications and experience are not as competitive as other applicants.

### 6.5 Notice of Interview

Applicants will be given at least 3 clear working days notice of interview. Interviews should be held within 10 working days of the closing date of applications.

### 6.6 Attendance at Interview

Where an officer is rostered for work at the time of interview they shall be granted special leave without loss of pay to attend. Provided however that where an officer is rostered off duty at the time of the

interview then attendance at interview shall be without pay. Every effort shall be made to roster officers on duty to facilitate their attendance at interview.

#### 6.7 Selection Committee Report

The Selection Committee will be required to produce a written report on the selection process specifically detailing reasons for selection and non-selection.

#### 6.8 Approving Officer

The Assistant Commissioner, Human Resources, shall under delegation from the Commissioner be the Approving Officer. Notification of successful applicants to promotional positions shall be published at the earliest possible opportunity in the Police Monthly.

#### 6.9 Services Check

A check of the conduct and services of the recommended officer will be made with their supervising officer.

### 7. Future Adjustments

The parties recognise that the wages prescribed in Table 1 - Wages, of Part B, Monetary Rates, establish a wages structure for Special Constables (Security). Should there be a variation to the *Crown Employees (Public Sector - Salaries 2016) Award*, or any award replacing it, during the term of this award, by way of salary increase, this award shall be varied to give effect to any such salary increase from the operative date of the variation of the former award or replacement award.

### 8. Mixed Functions

8.1 Where a Special Constable (Security) is directed to and performs the duties of a promotional position which attracts a higher rate of pay for at least two hours on any day or shift they shall be paid the higher rate for such day or shift; provided that where an officer is engaged in the performance of higher duties for less than two hours on any one day or shift, payment shall be at the higher rate for the time so worked. The higher rate applicable shall be that which applies at the first year rate of pay for such promotional positions.

8.2 Any officer who is required to perform work temporarily for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed. There shall be no payment of higher duties allowances arising from the operation of the 38 hour week.

### 9. Hours

#### (a) General

9.1 Except as provided in clause 17, Part Time Employment, and clause 18, Casual Employment of this award, the ordinary hours of duty for officers shall be an average of 38 per week or 76 per fortnight and shall be worked from Sunday to Saturday inclusive.  
The hourly rate for officers shall be calculated on the basis of 1/38th.

9.2 The parties agree that changes may be made in a roster in emergent circumstances with reasonable notice and in any event with notice of at least 24 hours.

#### (b) 38 Hour Week Operation

9.3 The 38 hour week is to be worked on the basis of a rostered day off per month in each 20 working days. This means that the officer accrues 0.4 of an hour each 8 hour shift towards having the 20th day off with pay.

9.4 In order to meet NSW Police Force requirements and in the event of unforeseen circumstances arising, the day off may be deferred and taken at a suitable later time. Where there are seasonal

or other considerations affecting NSW Police Force activities, rostered days off may be accrued in order to be taken in some normally less active period related to those considerations.

- 9.5 All paid ordinary working time and paid leave of absence goes towards the accrual of time for the rostered day off. However, where extended long service leave, sick leave or workers' compensation paid absences occur accrual only applies to the extent necessary to enable the rostered day off immediately following resumption to be allowed.
- 9.6 Starting and finishing times are to be strictly observed with no afternoon tea break.
- 9.7 Wages and salaries will be paid into banking or other accounts.
- 9.8 There shall be no payment of higher duties allowances arising from the rostered day off. There shall be no eligibility for sick leave when on rostered leave arising from the 38 hour week.
- 9.9 Where loadings are included as part of salary in respect of hours of work no increase in the quantum or percentage of the loading shall occur as a result of the reduction in working hours.
- 9.10 All restrictive work practices are to be eliminated.

### **10. Shift Work Allowance**

Except as provided for under clause 19, Shift Allowances - Part Time and Casual Officers of this award, full time Special Constables (Security) who are required from time to time to work their ordinary hours of employment from 3.00 pm to 7.00 am Monday to Friday, shall be paid an allowance per week in addition to their ordinary rate of pay in accordance with the rates set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. Provided that where an officer is absent on Sick Leave for a Monday to Friday shift, the above allowance shall be reduced by 1/5th for each shift or part of a shift so absent. Except as provided above and in clause 16, Overtime of this award, such additional sum shall be part of the ordinary rate of pay for all purposes of the employment.

### **11. Saturday and Sunday Work During Ordinary Hours**

Except as provided for under clause 19 Shift Allowances - Part Time and Casual Officers of this award, full time Special Constables (Security) who are required from time to time to work their ordinary hours of employment on both Saturday and Sunday shall be paid an allowance per week as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, which shall be in addition to their ordinary rate of pay in accordance with the rates contained in this clause. Provided that where an officer is absent on Sick Leave for a Saturday or Sunday shift, the above allowance shall be reduced by one half for each shift or part of a shift so absent. Except as provided above and in clause 16, Overtime of this award, such additional sum shall be part of the ordinary rate of pay for all purposes of the employment.

### **12. Flexible Rosters**

- 12.1 Notwithstanding clause 9, Hours of this award, the parties agree that where the majority of Special Constables (Security) in a given location or locations agree and the Commander, Security Management Unit agrees; a trial of a flexible roster system may be implemented. Such a trial shall be for a period of up to 6 months in the first instance, following which the parties may agree to the adoption of the flexible roster as an ongoing arrangement.
- 12.2 The conditions of any such trial shall be in accordance with the Parameters for Flexible Rostering, Administrative Officers and Ministerial Employees, Etc., and the Guidelines for the Taking and Recording of Leave, Etc., Administrative Officers and Ministerial Employees, Etc.

### **13. Lactation Breaks**

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

- 13.2 A full time officer or a part time officer working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 13.3 A part time officer working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 13.4 A flexible approach on lactation breaks can be taken by mutual agreement between a officer and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the officer.
- 13.5 The Commissioner shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 13.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and officer will take place to attempt to identify reasonable alternative arrangements for the officer's lactation needs.
- 13.7 Officers experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 13.8 Officers needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 3 Sick Leave of Uniform Leave Conditions for Ministerial Employees in Government Departments and Equivalent Employees in Corporate Bodies, or access to flexible working hours provided in clauses 9, Hours and 12, Flexible Rosters of this award, where applicable.

#### **14. Night Shifts**

14. Under normal rostering practices Special Constables (Security) shall not be rostered to work more than seven (7) night shifts, (i.e., a full shift commencing at or after 4.00 pm and before 4.00 am), in any period of twenty-one (21) days, except in emergent circumstances as the roster progresses.
- 14.2 Where in emergent circumstances a Special Constable (Security) is required to work more than seven (7) night shifts in any period of twenty-one (21) days, no additional payment will follow.

#### **15. Commencing Times**

On the basis of long standing concession and practice, whilst ever standard 8 hour shifts are worked, the commencing times of rostered shifts will generally be 6.30 am, 2.30 pm and 10.30 pm. Provided that no additional penalties shall apply and no overtime is to accrue unless a Special Constable (Security) coming off shift is requested to remain past the usual commencing times of 7.00 am, 3.00 pm and 11.00 pm, respectively. Provided further that where the needs of the work so require, commencing times as appropriate may be required.

#### **16. Overtime**

- 16.1 Subject to subclause 16.2 of this clause, the NSW Police Force may require an officer to work reasonable overtime at overtime rates.
- 16.2 An officer may refuse to work overtime in circumstances where the working of such overtime would result in the officer working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:
- (a) any risk to officer health and safety;
  - (b) the officer's personal circumstances including any family responsibilities;

- (c) the needs of the workplace or enterprise;
  - (d) the notice (if any) given by the Commander, Security Management Unit of the overtime and by the officer of his or her intention to refuse it; and
  - (e) any other relevant matter.
- 16.3 With the exception of work performed under the provisions of clause 20, Volunteer Duty of this award, all work performed outside the ordinary rostered hours of duty shall be paid as follows:
- (a) For all work performed outside the ordinary rostered hours the rate of pay shall be time and one half for the first two hours and double time thereafter. Provided that in computing overtime each days work shall stand alone.
  - (b) All overtime worked on Sundays shall be paid for at the rate of double time.
  - (c) All overtime worked on a Public Holiday shall be paid for at the rate of double time and one half.
  - (d) Provided that the allowances prescribed in clauses 10, 11 and 19 of this award shall be disregarded in computing payments for overtime worked.
  - (e) Meal Allowance - after working ordinary hours an officer required to work overtime in excess of one hour shall be paid an amount as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for a meal as set out in the said Item 3 for a subsequent meal after the officer has worked a further 4 hours overtime, unless notice of work has been given to such officer on or before the termination of the previous shift or day worked as the case may be.

### **17. Part Time Employment**

17.1 The parties agree that Special Constables (Security) may be employed on a part time basis for a period less than 38 hours in any one week.

17.2

- (a) Part time Special Constables (Security) shall be paid an hourly rate calculated on the following basis:

$$\frac{\text{Weekly Rate}}{38}$$

- (b) Provided that the weekly rate on engagement shall be that applying to a First Year Special Constable (Security) as set out in Table 1 - Salaries, of Part B, Monetary Rates.
  - (c) Provided further that a part time Special Constable (Security) shall be eligible to receive a pro rata (based on hours worked) of the appropriate increment as set out in Table 1 - Salaries, of Part B, Monetary Rates, subject to the completion of each 12 months of satisfactory service.
- 17.3 Shift times for part time officers and the days on which such shifts shall be worked will be set and regular.
- 17.4 Notwithstanding the provisions of subclause 17.3 of this clause, the times and days on which part time officers shall work their hours and shifts may be altered by providing 24 hours notice to facilitate the attendance of Special Constables (Security) where required.
- 17.5 Where a Public Holiday falls on a day on which a part time officer is normally rostered for duty they may be:
- (a) Rostered on duty - and paid at the rate of time and one half (150%) in addition to the rate prescribed in subclause 17.2 of this clause.



- (b) Granted the shift free of work - such a shift shall count as one days work for that week but no additional compensation shall apply.
- 17.6 Overtime for part time officers. In the unusual event that overtime is to be worked by a part time officer, the overtime rates prescribed in clause 16 of this award shall apply.
- (a) Overtime shall only apply to those hours worked in excess of the daily rostered hours but shall only apply in any event after 8 hours has been worked on any one day. For work on days other than the days on which the part time officer was rostered to work their usual hours, the standard hourly rate shall apply to all hours up to 8 per day, after which time overtime rates shall apply. Overtime rates shall also apply for all hours worked in excess of 38 in any rostered week.
  - (b) Provided however that where the parties have agreed to the working of a flexible roster system in line with clause 12 of this award then overtime shall only be payable after the agreed standard shift hours applying to full time officers under the flexible roster have been worked.
- 17.7 Entitlements for part time officers shall be calculated on a pro rata basis.
- 17.8 Part time Special Constables (Security) are remunerated on the basis of a 38 hour per week divisor and thus will not accrue time towards the provision of a rostered day off in every 20 working day cycle in accordance with the 38 hour week agreement applying to full time Special Constables (Security).

### 18. Casual Employment

- 18.1 The parties agree that Special Constables (Security) may be employed on a casual basis.
- 18.2 A Casual Special Constable (Security) shall mean an officer who is engaged and paid as such.
- (a) Casual Special Constables (Security) shall be paid for each hour worked an hourly rate equal to one 38th of the rate applicable to a Special Constable (Security), 1st year of service as set out in Table 1 - Salaries, of Part B, Monetary Rates, plus a loading of 10%.
  - (b) A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of Annual Leave.
  - (c) A minimum payment of 3 hours at the appropriate rate shall be made for each engagement.
  - (d) Overtime - In the unusual event that overtime is worked by a casual officer the overtime rates prescribed in clause 16 of this award shall apply. Such rates shall be calculated on the rate prescribed in paragraph (a) of this subclause. Provided that overtime shall only apply to those hours worked in excess of 8 in any one day.  
  
Provided however that where the parties have agreed to the working of a flexible roster system in line with clause 12, Flexible Rosters, of this award then overtime rates shall only be payable after the agreed standard shift hours applying to full time officers under the flexible roster have been worked.
  - (e) A casual officer shall be paid for all hours worked and shall not with the exception of paragraph (b) of this subclause, accrue an entitlement to any form of leave.
- 18.3 The employment of existing Special Constables (Security) shall not be prejudiced by the employment of any Casual Special Constable (Security).
- 18.4 The parties agree that casuals will only be utilised in situations where a commitment to the provision of security services is in place, but the day to day requirements for such services can fluctuate or change at the instigation of the management of any such place where the security is provided, and any such change is beyond the control of the management of the Security Management Unit of the NSW Police Force or the Special Constables (Security) themselves.

Provided that in any other situation where Special Constables (Security) are generally not available to work required overtime, the services of casuals may be utilised in such circumstances.

- 18.5 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*.

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.

- 18.6 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 in paragraph (d) of this subclause, and the notice requirements set out in paragraph (e) of this subclause.
- (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 of Police 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.

- 18.7 Bereavement entitlements for casual officers

- (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 engage a casual officer are otherwise not affected.

**19. Shift Allowances, Part Time and Casual Officers**

19.1 Part time and Casual officers engaged under clause 17, Part Time Employment, and clause 18, Casual Employment of this award, shall in lieu of the allowances prescribed in clauses 10 and 11 of this award, be paid the following shift loadings for the ordinary hours so worked.

19.2 Shifts Monday to Friday

10% loading (i) A shift commencing at or after 4.00 am and before 6.00 am; or

(ii) A shift commencing at or after 10.00 am and before 1.00 pm.

12½% loading A shift commencing at or after 1.00 pm and before 4.00 pm.

15% loading A shift commencing at or after 4.00 pm and before 4.00 am.

19.3 Weekends and Public Holidays

Irrespective of the time a shift commences on a Saturday, Sunday or Public Holiday, the hours worked on an ordinary shift on such days will attract loadings as follows:

50% loading For all time worked between midnight Friday and midnight Saturday

75% loading For all time worked between midnight Saturday and midnight Sunday.

150% loading For all time worked on a Public Holiday.

19.4 Shift, weekend and public holiday loadings are not cumulative.

19.5 The above loadings shall be disregarded in computing payments for overtime under clause 16 of this Award.

**20. Volunteer Duty**

20.1 The parties agree that in situations where casual officers would otherwise be used to meet staffing requirements, full time officers may volunteer to perform additional duty in lieu of such casual engagements. Provided that:

20.2 Officers at or below the rank of Special Constable (Security) First Class who are on rest days or who are available to work extra duty at the completion of a shift or prior to the commencement of a shift may volunteer to perform additional duty as required.

Provided that an officer shall not be eligible to perform additional duty under the terms of this clause, where the performance of such work would prevent them from having a full 8 hours free of duty between their normal rostered shifts.

20.3 When an officer performs additional duty under the provisions of this clause they shall be paid for all hours worked on such duty at the rate of single time.

20.4 An officer performing additional duty under the provisions of this clause shall not be entitled to the provisions of clauses 10, 11, 16 and 23 of this award for any work so performed.

20.5 Where full time officers volunteer and are available to perform additional duty within the terms of this clause the parties agree that they shall be utilised in preference to casual officers.

20.6 The parties further agree that the provisions of this clause are an innovative arrangement, which is implemented for the life of this award.

## 21. Leave

- 21.1 The Uniform Leave Conditions for Ministerial Employees shall apply provided that full time officers shall be entitled to five (5) weeks recreation leave per annum.
- 21.2 Part time officers engaged under clause 17 of this award and who normally work Monday to Saturday shall receive a pro rata of four (4) weeks recreation leave per annum based on hours worked. Those part time officers who normally work Monday to Sunday and whose services are normally required on public holidays shall receive a pro rata of five (5) weeks recreation leave per annum based on hours worked. Any change to the part time arrangement will result in a change of entitlement.
- 21.3 As a general principle recreation 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.
- 21.4 Consistent with the *Government Sector Employment Act 2013*, the parties agree that a block of two weeks recreation leave shall be taken each leave year unless insufficient paid leave is available.
- 21.5 The NSW Industrial Relations Commission's Family Provisions Case 2005 applies to officers in relation to Carers Leave and Parental Leave.
- 21.6 The Enhanced Conditions relating to Maternity, Adoption, Parental and Extended Leave from the settlement of the Association's 2004 Pay Case apply to officers (refer Premiers Department Circular 2004 - 45).

## 22. Leave for Matters Arising from Domestic Violence

- 22.1 The definition of domestic violence is found in clause 2(j), of clause 2 Definitions, of this award.
- 22.2 Leave for Special Purposes and Sick Leave, provided for by the Uniform Leave Conditions for Ministerial Employees, Leave, may be used by officers experiencing domestic violence.
- 22.3 Where the leave entitlements referred to in subclause 22.2 are exhausted, the Commissioner shall grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- 22.4 The Commissioner will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 22.5 Personal information concerning domestic violence will be kept confidential by the NSW Police Force.
- 22.6 An application for leave for matters arising from domestic violence under this clause will trigger the NSW Police Force response to domestic and family violence with respect to the immediate and long term protection of victims, including specific police obligations for the investigation and management of such matters. Such actions are in line with obligations under the *Crimes (Domestic and Personal Violence) Act 2007*.
- 22.7 The Commissioner, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

## 23. Public Holidays

Full time Special Constables (Security) shall be paid for Public Holidays as follows:

- 23.1 Where a Public Holiday occurs on an officers rest day off duty and -

- (a) they are not required to work on that day, one day extra shall be added to the annual leave of the officer or at the officer's election they shall be paid 8 hours ordinary pay in respect of such day;
- (b) they are required to work on that day such officer shall be paid double time and one half for such overtime.

23.2 Where a Public Holiday occurs on an officers rostered day on duty they may be -

- (a) required to work - in which case they shall be paid at the rate of time and a half extra calculated on the ordinary base rate of pay or half time extra and be granted one day extra to be added to their annual leave;
- (b) granted the shift free of work - such a shift will count as one days work for that week but no additional compensation shall apply.

#### **24. Training and Development**

- 24.1 The parties recognise the professional obligations of all Special Constables (Security) to ensure that they remain abreast of changes and developments in the security field as they relate to their duties. To this end the NSW Police Force will provide a comprehensive training program for Special Constables (Security) generally and for those occupying promotional positions.
- 24.2 All officers will be actively encouraged to participate in other staff development courses to improve their own development and individual competencies.

#### **25. 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 assist in the provision of security services.

#### **26. Introduction of Change**

The parties agree to co-operate fully through the Special Constables (Security) Consultative Committee in the implementation and/or trialling of change in respect of the employment or organisation of Special Constables (Security) with the objective of ensuring the most efficient, effective and productive use of resources.

#### **27. Disputes/Grievance Settlement Procedure**

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:

- 27.1 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/s concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- 27.2 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate supervising officer the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
- 27.3 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 officer/s and at their request the local Association delegate or workplace representative and the Commander, Security Management Unit or nominee.
- 27.4 If the dispute/grievance remains unresolved the officer/s, local delegate or workplace representative or Commander, Security Management Unit may refer the matter to Counter Terrorism and Special Tactics

Command for discussion between the Commander or delegate and the Association. Those discussions should take place as soon as possible and in any event within two working days of such referral.

- 27.5 If the dispute/grievance 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 members of the Senior Executive Service 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 if such is the case.

The matter will only be referred to the Industrial Relations Commission if:

- (a) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or
- (b) 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.

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.

In cases where a dispute is premised on an issue of safety, consultation between the Association and the Employee Relations Unit should be expedited. The status quo shall remain until such matter is resolved.

The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

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.

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.

### **28. Special Constable (Security) Consultative Committee**

- 28.1 It is intended for the purpose of this award to establish a forum within which matters concerning the formation of policy and procedures may be addressed.
- 28.2 The parties agree that members of the Committee should include a representative from the Security Management Unit; Counter Terrorism and Special Tactics Command, a representative of the Association and one delegate.
- 28.3 This Committee shall meet on a needs basis within one week at the request of either party, or other agreed time frame.

### **29. Uniforms**

Suitable uniforms of good quality as approved by the Commissioner of Police shall be provided to all Special Constables (Security) on the following basis:

#### **29.1 Initial Issue Full Time Officers**

All full time Special Constables (Security) recruited to the NSW Police Force shall be issued with the following items of uniform:

Male Officers	Female Officers
One (1) set of Basket Weave Leather Gear	One (1) Set of Basket Weave Leather Gear
One (1) Leather Duty Jacket	One (1) Leather Duty Jacket
Two (2) Jumpers	Two (2) Jumpers

Four (4) Pairs of Trousers	One (1) Raincoat
Eight (8) Shirts	Four (4) Pairs of Culottes
Two (2) Ties	Two (2) Pairs of Slacks
Two (2) Pairs of Boots	Eight (8) Blouses
One (1) Wide-brimmed Hat	One (1) Wide-brimmed Hat
One (1) Wide-brimmed Hat Cover	One (1) Wide-brimmed Hat Cover
One (1) Antron Cap	Two (2) Pairs of Boots
One (1) Raincoat	One (1) Dress Hat
One (1) Cap Cover	One (1) Dress Hat Cover
Seven (7) Pairs of Socks	Two (2) Ties
	Three (3) Pairs of Socks

## (a) Annual Issue

All full time male Special Constables (Security) shall be issued in their second and subsequent years of service, with seven (7) pairs of socks. All full time female Special Constables (Security) shall be issued, in their second and subsequent years of service, with three (3) pairs of socks.

## (b) Stocking Allowance

All full time female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to that paid to female Police Officers under clause 64.8 of the *Crown Employees (Police Officers - 2014) Award*.

## 29.2 Initial Issue Part Time Officers

All part time Special Constables (Security) recruited to the NSW Police Force shall be issued with the following items of uniform:

Male Officers	Female Officers
One (1) set of Basket Weave Leather Gear	One (1) Set of Basket Weave Leather Gear
One (1) Leather Duty Jacket	One (1) Leather Duty Jacket
One (1) Jumper	One (1) Jumper
Two (2) Pairs of Trousers	One (1) Raincoat
Four (4) Shirts	Two (2) Pairs of Culottes
Two (2) Ties	One (1) Pair of Slacks
Two (2) Pairs of Boots	Four (4) Blouses
One (1) Wide-brimmed Hat	One (1) Wide-brimmed Hat
One (1) Wide-brimmed Hat cover	One (1) Wide-brimmed Hat cover
One (1) Antron Cap	Two (2) Pairs of Boots
One (1) Raincoat	One (1) Dress Hat
One (1) Cap Cover	One (1) Dress Hat Cover
Five (5) Pairs of Socks	Two (2) Ties
	Two (2) Pairs of Socks

## (a) Annual Issue

All part time male Special Constables (Security) shall be issued in their second and subsequent years of service, with five (5) pairs of socks. All part time female Special Constables (Security) shall be issued, in their second and subsequent years of service, with two (2) pairs of socks.

## (b) Stocking Allowance

All part time female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to a pro rata (based on days worked) of that paid to female Police Officers under clause 64.8 of the *Crown Employees (Police Officers - 2014) Award*.

## 29.3 Initial Issue Casual Officers

All casual Special Constables (Security) recruited to the NSW Police Force shall be issued with the following items of uniform:

Male Officers	Female Officers
One (1) set of Basket Weave Leather Gear	One (1) Set of Basket Weave Leather Gear
One (1) Leather Duty Jacket	One (1) Leather Duty Jacket
One (1) Jumper	One (1) Jumper
Two (2) Pairs of Trousers	Two (2) Pairs of Culottes
Three (3) Shirts	One (1) Pair of Slacks
One (1) Tie	Three (3) Blouses
One (1) Pair of Boots	One (1) Pair of Boots
One (1) Antron Cap	One (1) Dress Hat
Three (3) Pairs of Socks	One (1) Ties
	Two (2) Pairs of Socks

## (a) Annual Issue

All casual male Special Constables (Security) shall be issued in their second and subsequent years of service, with three (3) pairs of socks. All casual female Special Constables (Security) shall be issued, in their second and subsequent years of service, with two (2) pairs of socks.

## (b) Stocking Allowance

All casual female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to a pro rata (based on days worked) of that paid to female Police Officers under clause 64.8 of the *Crown Employees (Police Officers - 2014) Award*.

## 29.4 Condemnation

Except for the annual issue of socks, all items of uniform will be replaced on condemnation only.

## 29.5 Plain Clothes Allowance

Officers who are required to work in plain clothes as a result of the unavailability of uniforms or pregnancy, shall be paid while so required to work an allowance equal to a pro rata (based on days/hours worked in plain clothes) of the allowance prescribed in clause 64.10 of the *Crown Employees (Police Officers - 2014) Award*.

Provided that such an allowance shall not be payable prior to the officer receiving the initial issue of clothing provided for in subclauses 27.1, 27.2 and 27.3 of this clause.

### 30. Disciplinary Guidelines

A similar and consistent approach to that outlined in the NSW Police Administrative Officer Discipline Policy Guidelines and Procedures, and the NSW Police Administrative Officer Remedial Performance Program Guidelines, will be applied to Special Constables (Security) employed by the NSW Police Force.

### 31. Deduction of Union Membership Fees

31.1 The Association shall provide the NSW Police Force with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.

31.2 The Association shall advise the NSW Police Force 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 NSW Police Force at least one month in advance of the variation taking effect.

- 31.3 Subject to subclauses 31.1 and 31.2 of this clause, the NSW Police Force shall deduct Association fortnightly membership fees from the pay of any officer who is a member of the Association in accordance with the Association's rules, provided that the officer has authorised the NSW Police Force to make such deductions.
- 31.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officer's Association membership accounts.
- 31.5 Unless other arrangements are agreed to by the NSW Police Force and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 31.6 Where an officer 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 officer to make a fresh authorisation in order for such deductions to continue.

### **32. Secure Employment**

#### **32.1 Work Health and Safety**

- (a) For the purposes of this subclause, the following definitions shall apply:
- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
  - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
  - (ii) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 32.1 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

## 32.2 Disputes Regarding the Application of this Clause

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

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

### 33. Area, Incidence and Duration

33.1 This award shall apply to Special Constables (Security) who are employed by the NSW Police Force as at 30 July 1997 or who are subsequently employed. Except where inconsistent with this award, the provisions of any other existing Determination or Award will continue to apply.

33.2 The changes made to the award pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.

33.3 Changes made to this award subsequent to it being published on 31 August 2012 (374 I.G. 468) have been incorporated into this award as part of the review.

33.4 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 - Wages

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

An officer shall according to rank held and years of service be paid a weekly wage of not less than the following:

## (a) Special Constable (Security)

	Per Week \$
1st year of service	963.80
2nd year of service	980.40
3rd year of service and thereafter	999.30

Progression to the 2nd and 3rd year rate shall be dependent upon completion of 12 months satisfactory service at the previous year's rate of pay and satisfactory conduct.

## (b) Special Constable (Security) First Class

1st year of service and thereafter	\$1,016.90
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Providing that for progression to the position of Special Constable (Security) First Class the officer has completed 12 months satisfactory service at the 3rd year Special Constable (Security) level and the Commissioner is of the opinion that the value of the work performed, the results achieved and the manner in which the duties are performed warrant such progression.

## (c) Senior Special Constable (Security)

1st year of service	\$ 1,088.40
2nd year of service and thereafter	\$ 1,112.40

## (d) Special Constable (Security), Field Supervisor

1st year of service	\$ 1,244.70
2nd year of service and thereafter	\$ 1,271.50

The parties agree that the final numbers and locations of promotional positions is recognised as a management prerogative of the Commissioner of Police.

The parties agree that confirmation of appointment to the rank of Senior Special Constable (Security) shall be subject to the successful completion of an appropriate supervisory course.

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Subject Matter	Amount \$ Effective from the first full pay period on or after 1.7.2016
1	10	Full time Special Constables (Security), Monday to Friday Shift Allowance	65.80 per week
2	11	Full time Special Constables (Security), Saturday and Sunday Shift Allowance	185.80 per week
			Effective from the first full pay period on or after 30.7.1997
3	15.3(e)	Meal Allowance Subsequent Meal Allowance after further 4 hours overtime	6.00 per meal 5.50 per meal

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (OFFICE OF THE LEGAL AID COMMISSION  
- INDEMNIFICATION OF EMPLOYED SOLICITORS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00008996)

Before Commissioner Stanton

2 August 2016

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Office of the Legal Aid Commission - Indemnification of Employed Solicitors) Award published 26 September 2008 (366 I.G. 773) as varied, be rescinded on and from 2 August 2016.

J. D. STANTON, Commissioner

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Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES (PARKS AND GARDENS - HORTICULTURE AND RANGERS STAFF) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007073)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **Arrangement**

##### PART A

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

##### PART B

##### MONETARY RATES

Table A - Salaries

### **PART A**

#### **1. Title**

This Award shall be known as the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2016.

#### **2. Definitions**

"Administrative Unit" means the group of employees comprising (wholly or in part) or attached to a body, organisation or group specified in Government Sector Employment Act 2013. The units covered in this Award are the Royal Botanic Gardens and Domain Trust, the Centennial Park and Moore Park Trust, the Sydney Olympic Park Authority and the Parramatta Park Trust.

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

"Broad Banded Role" means a role whose grading, skills and range of duties extend beyond those defined for a single level and will occur in Levels 2 to 15 as determined by the Director.

"Director" means the Executive Director of the Royal Botanic Gardens and Domain Trust, the Director and Chief Executive of the Centennial Park and Moore Park Trust, the Director Parramatta Park Trust and the Chief Executive Officer of the Sydney Olympic Park Authority.

"Employee" means and includes all persons employed under the provisions of the Government Sector Employment Act 2013 as varied, or other appropriate Acts.

"Secretary" means the Industrial Relations Secretary, as established under the Government Sector Employment Act 2013.

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

### 3. Classification Standards

3.1 For the purposes of this clause:

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

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

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

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

3.3 The following classification levels will apply in each Administrative Unit:

#### **Level 1**

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

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

#### **Level 2**

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

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

### **Level 3**

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

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

### **Level 4**

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

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

**Level 5**

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

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

**Level 6**

An employee assigned to a role established at Level 6 of this Award will:

- (a) work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade or stores management level and exercise initiative with regard to matters of minor complexity; and
- (b) have a recognised horticultural trades certificate or equivalent and have completed the transitional non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:
  - (i) perform advanced trade level horticultural duties (such as development of botanical collections including detailed plant recording and documentation, field collection); or
  - (ii) maintain security or law enforcement in high risk areas; and/or
  - (iii) manage a store of a park or garden; and/or
  - (iv) supervise apprentices and/or other employees; and
  - (v) communicate with supervisors and other employees; and/or
  - (vi) communicate semi-technical information to the public.

**Level 7**

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



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

**Level 8**

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

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

**Level 9**

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

- (a) work independently on assigned specialist work programs or projects or manage a small number (normally up to four) of work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate (or a recognised qualification such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high

level of technical and/or organisational and project co-ordination and well developed supervisory skills and relevant experience required to:

- (i) manage works programs or projects; and
- (ii) supervise employees; and
- (iii) be accountable for completion of work to agreed standards, time frames and budgets; and
- (iv) provide advice on technical matters and/or communicate technical information to the public.

#### **Level 10**

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

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

#### **Level 11**

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

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

- (iv) provide advice on technical matters and/or communicate technical information to the public.

### **Level 12**

An employee assigned to a role established at Level 12 of this Award will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:
  - (i) manage the overall functions of a small park or garden which has a small but varied plant collection and/or small turf management areas and related infrastructure, where management issues are of a minor complexity (such as low visitation and recreational demands, no or few lessees or licensees operating); and
  - (ii) approve works programs and projects and allocate resources and set priorities; and
  - (iii) monitor performance against agreed standards, time frames and budgets; and
  - (iv) take overall responsibility for the employees in a park or garden, including supervision, motivation, training and development, and work health and safety strategies; and
  - (v) represent the organisation.

### **Level 13**

An employee assigned to a role established at Level 13 of this Award will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:
  - (i) manage the overall functions of a park or garden which has either:
    - a large and diverse plant collection or large turf management areas and related infrastructure where management issues are of minor complexity (such as low visitation and recreational demands, a large number of lessees or licensees operating) or
    - a small but varied plant collection and/or small turf management areas where management issues are of considerable complexity (such as large visitation and recreational demands, a large number of lessees or licensees operating, or there is a high level of political sensitivity attached to the park or garden); and
  - (ii) approve works programs and projects and allocate resources and set priorities; and
  - (iii) monitor performance against agreed standards, time frames and budgets; and
  - (iv) take overall responsibility for the employees in a park or garden, including supervision, motivation, training and development, and work health and safety strategies; and
  - (v) represent the organisation.

### **Level 14**

An employee assigned to a role established at Level 14 of this Award will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:
  - (i) manage the overall functions of a large park or garden which has either:
    - a large and diverse collection of plants, where management issues are of some complexity (such as high visitation and recreational demands); or
    - a large number of simple lease and licence arrangements, and there is some political sensitivity attached to the park or garden; and
  - (ii) approve works programs and projects and allocate resources and set priorities; and
  - (iii) monitor performance against agreed standards, time frames and budgets; and
  - (iv) take overall responsibility for the employees in a park or garden, including supervision, motivation, training and development, and work health and safety strategies; and
  - (v) represent the organisation.

#### **Level 15**

An employee assigned to a role established at Level 15 of this Award will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:
  - (i) manage the overall functions of a large park or garden which has a large and diverse collection of plants, where management issues are of considerable complexity (such as high visitation and recreational demands, large and complex lease or licence arrangements and there is a high level of political sensitivity attached to the park or garden); and
  - (ii) approve works programs and projects and allocate resources and set priorities; and
  - (iii) monitor performance against agreed standards, time frames and budgets; and
  - (iv) take overall responsibility for the employees in a park or garden, including supervision, motivation, training and development, and work health and safety strategies; and
  - (v) represent the organisation.

#### **4. Progression**

- 4.1 Assignment to vacant roles, other than progression through broad banded positions, shall be merit-based.
- 4.2 Progression through levels where there are broad banded roles established within Levels 2 to 15 shall be subject to satisfactory conduct and performance and the employee acquiring the skills and demonstrating the ability to perform the tasks defined for the next level and where those tasks are required to be performed.
- 4.3 The assessment of the suitability of an employee to progress to the next level within an established broad banded role shall normally be undertaken one month prior to the anniversary of the employee's assignment to Year 2 salary rate of their current level. The employee may also make application for progression at any other time at the discretion of the Director.

- 4.4 The initial assessment shall be made by the employee's supervisor and reviewed by another more senior officer from the Administrative Unit. Once this has been undertaken the assessment is forwarded to the Director or the Director's nominee for approval. An Assessment Committee will be convened only in cases where the assessing officers recommend not to approve the employee's progression. In such cases the Assessment Committee will convene within one month of the assessing officer's decision and will review the decision and make recommendations to the Director regarding the employee's suitability for progression.
- 4.5 Progression from Year 1 to Year 2 within levels shall be by way of an annual increment. It is subject to satisfactory conduct and performance, as certified by the employee's supervisor and approval by the Director or the Director's nominee. The assessment of the employee's suitability for incremental progression shall normally be undertaken one month prior to the anniversary of their assignment to their current level. The employee must be promptly notified in writing by the Director or the Director's nominee of any decision to defer payment of an increment.
- 4.6 An employee shall have the right of internal appeal to the Director on progression matters through the established grievance procedures as set out in clause 5 - Appeals Mechanism. If the matter cannot be resolved through this process, the employee may apply to the Director to appoint another Assessment Committee, whose representatives differ from the original committee, to review the matters raised and to make recommendations to the Director.
- 4.7 Nothing in this clause shall preclude an employee from exercising their right, where applicable, of an external appeal to the Industrial Relations Commission of New South Wales.

## **5. Appeals Mechanism**

- 5.1 An employee of the Royal Botanic Gardens and Domain Trust, the Centennial Park and Moore Park Trust, the Sydney Olympic Park Authority or the Parramatta Park Trust shall have the right to appeal any decision made by their Agency in relation to their performance assessment review or in relation to promotion on merit from one level to another where this is available under the provisions of this Award.
- 5.2 Employees shall submit a written submission outlining their case to the Director within 28 days of the decision being appealed.
- 5.3 The Director shall constitute an appeals committee made up of one management representative, one relevant Association representative and one peer who is acceptable to both management and the Association.
- 5.4 The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Director or the Director's nominee.
- 5.5 The decision of the Director or the Director's nominee shall be forwarded to the employee concerned within seven working days of the appeal being heard.
- 5.6 Nothing in this appeals mechanism restricts a right of appeal to the Industrial Relations Commission of New South Wales. It would be expected that the appeals mechanism would be utilised prior to a formal appeal.

## **6. Salaries**

- 6.1 The salaries rates are set out in Table A of Part B, Monetary Rates of this Award.
- 6.2 The salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2016) Award or any variation or replacement Award.

## 7. Hours of Work

- 7.1 The ordinary working hours shall be an average of 38 per week and be worked in accordance with the following provisions for a four-week work cycle:
- (a) the ordinary working hours shall be worked as twenty-day, four week cycle, Monday to Sunday, inclusive, with nineteen working days of eight hours each. These hours shall be between 6:00 a.m. and 6:00 p.m., except in the case of Rangers, whose spread of hours shall be 6:30 a.m. to 10:00 p.m. 0.4 of one hour on each day worked will accrue as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
  - (b) the day off shall in all cases be on a rostered basis, and be subject to management's prerogative to best suit the working needs of the organisation.
- 7.2 The Administrative Unit may require an employee to perform duties beyond the hours determined under this clause but only if it is reasonable for the employee to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
  - (b) any risk to employee health and safety;
  - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
  - (d) the notice (if any) given by the Administrative Unit regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
  - (e) any other relevant matter.

## 8. Conditions of Employment

The employees regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the Government Sector Employment Act 2013, the Government Sector Employment Regulation 2014, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2016) Award or any Awards replacing these Awards.

## 9. Grievance and Dispute Settling Procedures

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

- 9.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Director.
- 9.6 The Director may refer the matter to the Secretary for consideration.
- 9.7 If the matter remains unresolved, the Director shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 9.8 An employee, at any stage, may request to be represented by the Association.
- 9.9 The employee or the Association on their behalf or the Director may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The employee, Association, Administrative Unit and the Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in sub-clauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

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

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

#### **11. Consultative Committee**

- 11.1 Joint Consultative Committee sub-committees shall be established to monitor the implementation of this Award.
- 11.2 The committees shall consist of a representative of management and a representative of the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, the latter chosen at the Association's discretion.

## 12. Anti-Discrimination

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

## 13. Area, Incidence and Duration

- 13.1 This Award applies to all classifications referred to in the Area, Incidence and Duration clause of the former Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007 published 10 August 2012 and also to the classification of Purchasing/Stores Officer, Royal Botanic Gardens, Sydney and Purchasing/Stores Officer, Royal Botanic Gardens, Mount Annan.
- 13.2 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- 13.3 Changes made to this Award subsequent to it being published on 10 August 2012 (373 I.G. 1579) have been incorporated into this Award as part of the review.
- 13.4 This Award remains in force until varied or rescinded, the period for which it was made having already expired.



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

**Table A - Salary Rates**

Classification	Common Salary Point	2.5% increase effective from the first full pay period on or after 01.07.16 \$ Per Annum
Horticultural Apprentice Year 1	-	26,862
Horticultural Apprentice Year 2	-	35,817
Horticultural Apprentice Year 3	-	44,772
Horticultural Apprentice Year 4	27	50,739
Level 1	15	44,165
Level 2, Year 1 (Minimum)	23	49,039
Level 2, (Maximum)	26	50,334
Level 3 Year 1, (Minimum)	30	52,136
Level 3, (Maximum)	34	53,992
Level 4, Year 1, (Minimum)	38	55,970
Level 4, (Maximum)	41	57,656
Level 5, Year 1, (Minimum)	45	59,695
Level 5, (Maximum)	48	61,290
Level 6, Year 1, (Minimum)	51	63,008
Level 6, (Maximum)	54	64,754
Level 7, Year 1, (Minimum)	57	66,591
Level 7, (Maximum)	60	68,582
Level 8, Year 1, (Minimum)	63	70,751
Level 8, Maximum	67	73,635
Level 9, Year 1, (Minimum)	71	76,522
Level 9, (Maximum)	75	79,384
Level 10, Year 1, (Minimum)	78	81,888
Level 10, (Maximum)	81	84,188
Level 11, Year 1, (Minimum)	89	91,123
Level 11, (Maximum)	95	96,784
Level 12, Year 1, (Minimum)	109	111,140
Level 12, (Maximum)	112	114,430
Level 13, Year 1, (Minimum)	115	117,786
Level 13, (Maximum)	118	121,318
Level 14, Year 1, (Minimum)	121	125,052
Level 14, (Maximum)	124	128,917
Level 15, Year 1, (Minimum)	127	133,133
Level 15, (Maximum)	130	137,557

J. D. STANTON, Commissioner

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**CROWN EMPLOYEES (PHYSIOTHERAPISTS, OCCUPATIONAL  
THERAPISTS, SPEECH PATHOLOGISTS AND MUSIC THERAPISTS)  
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006302)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD**

**PART A**

**1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangements
2.	Definitions
3.	Salaries and Allowances
4.	Anti-Discrimination
5.	Grievance and Dispute Settling Procedures
6.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

**2. Definitions**

(i) General

- (a) "Industrial Relations Secretary" means the person, within the meaning of the *Government Sector Employment Act 2013*, who is taken to be the employer of Public Service employees for industrial purposes.
- (b) "Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.
- (c) "Agency" means a Public Service agency, as listed in Schedule 1 of the *Government Sector Employment Act 2013*.
- (d) "Agency Head" means a person who is the Secretary of a Department or the head of another Public Service agency listed in Schedule 1 of the *Government Sector Employment Act 2013*.

(ii) Physiotherapists -

- (a) "Physiotherapist" shall mean a person registered or conditionally registered under the *Physiotherapists Act 2001*.
  - (b) "Physiotherapist, Grade 1" shall mean a Physiotherapist appointed as such who is engaged in the performance of all facets of Physiotherapy.
  - (c) "Physiotherapist, Grade 2" shall mean a Physiotherapist appointed to a position approved as such and shall include:
    - (1) A person who has responsibility for a specific clinical section within a Physiotherapy Unit which involves the supervision of at least one other Physiotherapist;
    - (2) A deputy to a Physiotherapist Grade 4 or 5.
  - (d) "Physiotherapist, Grade 3" shall mean a Physiotherapist appointed to a position approved as such and shall include:
    - (1) A person who has responsibility for a specific clinical section within a Physiotherapy Unit which involves the supervision of more than 6 other Physiotherapists;
    - (2) A person performing Student Unit Supervisor duties on a full-time basis;
    - (3) A person in charge of a Physiotherapy Unit containing 1-5 other Physiotherapists;
    - (4) A deputy to a Physiotherapist Grade 6 or 7.
  - (e) "Physiotherapist, Grade 4" shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Unit containing 6-14 other Physiotherapists.
  - (f) "Physiotherapist, Grade 5" shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Unit containing 15-29 other Physiotherapists.
  - (g) "Physiotherapist, Grade 6" shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Unit containing 30-39 other Physiotherapists.
  - (h) "Physiotherapist, Grade 7" shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Unit containing 40 or more other Physiotherapists.
- (iii) Occupational Therapist -
- (a) "Occupational Therapist" shall mean a person who possesses a Degree in Occupational Therapy from a recognised tertiary institution.
  - (b) "Occupational Therapist, Grade 1" shall mean an occupational Therapist appointed as such who is engaged in the performance of all facets of Occupational Therapy.
  - (c) "Occupational Therapist, Grade 2" shall mean an Occupational Therapist appointed to a position approved as such and shall include:
    - (1) A person who has responsibility for a specific clinical section within an Occupational Therapy Unit which involves the supervision of at least one other Occupational Therapist;
    - (2) A deputy to an Occupational Therapist Grade 4 or 5.
  - (d) "Occupational Therapist, Grade 3" shall mean an Occupational Therapist appointed to a position approved as such and shall include:

- (1) A person who has responsibility for a specific clinical section within an Occupational Therapy Unit which involves the supervision of more than 6 other Occupational Therapists;
  - (2) A person performing Student Unit Supervisor duties on a full-time basis;
  - (3) A person in charge of an Occupational Therapy Unit containing 1-5 other Occupational Therapists;
  - (4) A deputy to an Occupational Therapist Grade 6.
- (e) "Occupational Therapist, Grade 4" shall mean an Occupational Therapist appointed to a position approved as such and shall include a person who is in charge of an Occupational Therapy Unit containing 6-14 other Occupational Therapists.
- (f) "Occupational Therapist, Grade 5" shall mean an Occupational Therapist appointed to a position approved as such and shall include a person who is in charge of an Occupational Therapy Unit containing 15-29 other Occupational Therapists.
- (g) "Occupational Therapist, Grade 6" shall mean an Occupational Therapist appointed to a position approved as such and shall include a person who is in charge of an Occupational Therapy Unit containing 30 or more other Occupational Therapists.
- (iv) Speech Pathologists -
- (a) "Speech Pathologist" shall mean a person who possesses a Degree in Speech Therapy from a recognised tertiary institution.
- (b) "Speech Pathologist, Grade 1" shall mean a Speech Pathologist appointed as such, which requires the performance of all facets of Speech Pathology.
- (c) "Speech Pathologist, Grade 2" shall mean a Speech Pathologist appointed to a position approved as such and shall include:
- (1) A person who has responsibility for a specific clinical section within a Speech Pathology Department, which involves the supervision of at least one other Speech Pathologist;
  - (2) A deputy to a Speech Pathologist Grade 4 or 5.
- (d) "Speech Pathologist, Grade 3" shall mean a Speech Pathologist appointed to a position approved as such and shall include:
- (1) A person who has responsibility for a specific clinical section within a Speech Pathology Unit which involves the supervision of more than 6 other Speech Pathologists;
  - (2) A person performing Student Unit Supervisor duties on a full-time basis;
  - (3) A person in charge of a Speech Pathology Unit containing 1-5 other Speech Pathologists;
- (e) "Speech Pathologist, Grade 4" shall mean a Speech Pathologist appointed to a position approved as such and shall include a person who is in charge of a Speech Pathology Unit containing 6-14 other Speech Pathologists.
- (f) "Speech Pathologist, Grade 5" shall mean a Speech Pathologist appointed to a position approved as such and shall include a person who is in charge of a Speech Pathology Unit containing 15 or more other Speech Pathologists.

- (v) "Part-time Student Supervisor" shall mean a Physiotherapists, Occupational Therapist or Speech Pathologist, other than a person performing Student Unit Supervision duties on a full-time basis, who is required from time to time to supervise students and prepare assessments on such students.

### 3. Salaries and Allowances

- (i) The rates of pay shall be as set out in Table 1 - Rates of Pay of Part B, Monetary Rates.
- (a) Provided that the commencing rate of salary payable to an employee who has obtained an appropriate degree or appropriate degree plus associated diploma requiring a minimum of four years full-time study shall be paid the rate prescribed for the second year of service.
- (b) Provided further that an employee who has obtained an appropriate degree requiring a minimum of three and one-half years full-time study shall after six months relevant full-time service be paid the rate prescribed for the second year of service.
- (ii) The rates of allowances shall be as set out in Table 2 - Allowances of Part B, Monetary Rates.
- (a) A sole therapist allowance shall be paid to a Grade 1 Physiotherapists, Occupational Therapists or Speech Pathologists, who is not responsible to another Physiotherapists, Occupational Therapists or Speech Pathologists and is the only therapist in their discipline in a particular Large Residential Centre or Child and Family Service in a Community Service Centre. The Sole Therapist Allowance shall be paid at the rate specified in Table 2 of Part B, Monetary Rates.
- (b) Part-time Student Unit Supervisors Allowance - A Physiotherapist, Occupational Therapist or Speech Pathologist who is a part-time Student Unit Supervisor shall be paid an allowance for each student per supervised shift at the rate specified in Table 2 of Part B, Monetary Rates. The quantum of the allowance shall be determined by the application of the following formula:
- (1) Subtract the 7th year Grade 1 rate from the Grade 3 rate;
  - (2) Divide (1) by 4 (i.e. the average number of students supervised by a full-time Student Unit Supervisor);
  - (3) Divide the result of (2), by 5 (i.e. the number of shifts per week for a full-time Student Supervisor).
  - (4) Divide by 52.17857 (i.e. the number of weeks in the year).
- Provided that:
- (5) The allowance shall not be payable to a person occupying a position graded at Grade 3 or above;
  - (6) Only one person can receive the allowance for a student on each shift;
  - (7) No person shall receive the allowance for a student who is being supervised by a Student Unit Supervisor (i.e. full-time);
  - (8) The maximum amount payable to a person by way of this allowance in any one week shall be the amount derived by subtracting the rate prescribed for the 7th year of Grade 1 from the rate prescribed for Grade 3.

### 4. 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."

### **5. Grievance and Dispute Settling Procedures**

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate agency, if required.
- (ii) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute of 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 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.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Agency Head.

- (vi) The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) 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.
- (viii) An employee, at any stage, may request to be represented by the Association.
- (ix) The employee or the Association on their behalf, or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The employee, Association, Agency and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

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

- (i) This award shall apply to all of the classifications contained herein.
- (ii) The employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2016) Award any awards replacing these awards.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- (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 - Rates of Pay**

Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists		
Classification and Grade	Common Salary Point	1.7.16 Per annum 2.50% \$
<b>Physiotherapists -</b>		
<b>Grade 1</b>		
1st year of service	46	60,154
2nd year of service	50	62,523
3rd year of service	56	66,009
4th year of service	63	70,751
5th year of service	70	75,766
6th year of service	76	80,259
7th year of service	81	84,188
<b>Grade 2</b>	85	87,591
<b>Grade 3</b>	92	93,772
<b>Grade 4</b>	95	96,784
<b>Grade 5</b>	98	99,862
<b>Grade 6</b>	100	101,851
<b>Grade 7</b>	103	104,779
<b>Occupational Therapists</b>		
<b>Grade 1</b>		
1st year of service	46	60,154
2nd year of service	50	62,523
3rd year of service	56	66,009
4th year of service	63	70,751
5th year of service	70	75,766
6th year of service	76	80,259
7th year of service	81	84,188
<b>Grade 2</b>	85	87,591
<b>Grade 3</b>	92	93,772
<b>Grade 4</b>	95	96,784
<b>Grade 5</b>	98	99,862
<b>Grade 6</b>	100	101,851
<b>Speech Pathologist -</b>		
<b>Grade 1</b>		
1st year of service	46	60,154
2nd year of service	50	62,523
3rd year of service	56	66,009
4th year of service	63	70,751
5th year of service	70	75,766
6th year of service	76	80,259
7th year of service	81	84,188
<b>Grade 2</b>	85	87,591
<b>Grade 3</b>	92	93,772
<b>Grade 4</b>	95	96,784
<b>Grade 5</b>	98	99,862
<b>Music Therapists</b>		
1st year of service	31	52,551
2nd year of service	38	55,970
3rd year of service	43	58,684



4th year of service	49	61,921
5th year of service	54	64,754
6th year of service	59	67,951
7th year of service	63	70,751

**Table 2 - Other Rates of Allowances**

Sole Allowance - 3(ii)(a)		2,531
Part-time Student Unit Supervisor Allowance for each student per supervised shift - refer formula in award at 3(ii)(b)		9.18

J. D. STANTON, Commissioner

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**CROWN EMPLOYEES (PLANNING OFFICERS) AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00009054)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD****Arrangement**

## PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions - General
3.	General Conditions of Employment
4.	Classifications and Salary Structures
5.	Working Hours
6.	Flex Leave
7.	Appeals Mechanism - Soft Barrier
8.	Anti-Discrimination
9.	Grievance and Dispute Resolution Procedures
10.	Savings of Rights
11.	Area, Incidence and Duration

## PART B

## MONETARY RATES

Table 1 - Salaries

## ANNEXURE A

Flexible Working Hours Agreement 2016

**PART A****1. Title**

This Award will be known as the Crown Employees (Planning Officers) Award 2016.

**2. Definitions - General**

"Act" means the Government Sector Employment Act 2013.

"Award" means the Crown Employees (Planning Officers) Award 2016.

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

"Department" means the NSW Department of Planning and Environment.

"Director" means an employee of the Department with management responsibilities for a region, branch, unit or discrete group of people, who has delegation, as determined from time to time, to perform some the functions of the Industrial Relations Secretary.

"Director, Human Resources" means the person in charge of the Human Resource function of the Department.

"Employee" means and includes all persons employed from time to time under the provisions of the Government Sector Employment Act 2013.

"Executive Director" means a Senior Executive employee of the Department with significant management responsibilities, heading up a division of the Department, who has delegation, as determined from time to time, to perform the functions of the Industrial Relations Secretary.

"Hard Barrier" means a barrier to a higher level within a classification that can only be accessed by merit through a competitive selection process.

"Industrial Relations Secretary" means the Industrial Relations Secretary, as established under the Government Sector Employment Act 2013.

"Normal Work" for the purposes of clause 9, Grievance and Dispute Resolution Procedures of this Award, means the work carried out in accordance with the employee's role or role description at the location where the employee was employed, at the time the grievance or dispute was notified by the employee.

"Planning Officer or PO" means a person employed on an ongoing or temporary basis in the Department either as a full-time or part-time employee, in any capacity under the provisions Part 4 of the Act, performing those professional planning including employees on probation. This does not include the Secretary, statutory appointees or Senior Executive employees as defined under the Act.

"Role" means a role pursuant to Part 1, Section 3(1) of the Government Sector Employment Act 2013.

"Salary Rates" means the ordinary time rate of pay for the employees grading excluding shift allowance, weekend penalties and all other allowances not regarded as salary.

"Secretary" means the Department Head of the Department as listed in Part 1, Schedule 1 Public Service Agencies, of the Act.

"Service" means continuous service for salary purposes.

"Soft Barrier" means an identified progression requirement (as distinct from normal incremental progression) to move from one year to the next within the same level. This progression is not automatic but based on meeting specific performance or skill competency requirements as set out in this Award.

"Student Planner" means a person temporarily employed in the Department either as a full-time or part-time employee, in any capacity under the provisions of Part 4 of the Act, and performing student planning functions. The student planner must be currently enrolled in university and studying a relevant degree or discipline.

"Supervisor" means an employee of the Department with supervisory responsibilities who has delegation, as determined from time to time, to perform the functions of the Secretary.

### **3. General Conditions of Employment**

3.1 Except as otherwise provided by this Award the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 will apply.

3.2 The following awards and agreements will continue to apply to employees covered by this Award:

Crown Employees (Transferred Employees Compensation) Award

- Crown Employees (Public Sector - Salaries 2016) Award or an award replacing it.
- 3.3 Conditions of employment other than those fixed by this Award are determined by the Act and the Government Sector Employment Regulation 2014.

#### **4. Classifications and Salary Structures**

- 4.1 All Planning Officers will be paid in accordance with the salary structures as set in this clause and Table 1 - Salaries of Part B, Monetary Rates of this Award.
- 4.2 Employees known as Planning Officers will have a title that reflects their functional responsibility as shown in sub-clauses 4.5 and 4.12 of this clause.
- 4.3 No employee is to be disadvantaged by the application of this Award.
- 4.4 Increments

Incremental progression for all employees will be subject to a satisfactory performance report recommending progression other than for soft barrier progression where set criteria as detailed in this Award need to be satisfied.

- 4.5 Planning Officer, Levels 1(a) and 1(b)

4.5.1 The Planning Officer classification and salary structure replaces the former Town Planner/Specialist and Legal Officer classifications for those employees performing planning functions under this Award.

- 4.5.2 Employees Eligible to be assigned to a role as a Planning Officer

Assignment to a role in the Planning Officer classification requires a university degree qualification or a qualification deemed by the Secretary to be equivalent except as otherwise specified in sub-paragraphs (a), b) and (c) of this sub-clause.

- (a) Employees working directly in property and development activities must have an accredited property related qualification as well as demonstrated expertise and experience developed from a range of property disciplines and backgrounds such as but not limited to engineering, surveying, valuing, real estate, land economics and architecture.
- (b) Roles with special requirements such as Aboriginality may not require a degree qualification.
- (c) Employees already assigned to a Planning Officer role on an ongoing basis do not have to satisfy the tertiary qualification criterion when applying for other Planning Officer roles.

- 4.6 Planning Officer Level 1(a)

4.6.1 Roles may be established as Level 1(a) and where so established assignment to role to Level 1(a) will be through competitive selection.

4.6.2 Planning Officer Level 1 is an entry level classification.

4.6.3 When Level 1(a) Planning Officers are directed to perform work commensurate with Level 1(b) due to absences or some other reason, they may be paid at the appropriate higher rate by way of an allowance for Temporary Assignment to a Higher Role under Division 4, Clause 20, Government Sector Employment Regulation 2014.

- 4.7 Planning Officer Level 1(b)

- 4.7.1 Roles may be established as Level 1(b) and where so established assignment to role to Level 1(b) will be through competitive selection.
- 4.7.2 A soft barrier progression from Level 1(a) Year 5 to Level 1(b), Year 1, is for the purpose of 'grand fathering' remaining substantive roles. Where the assigned employee was assigned as a Planning Officer (Professional) Level 1 - 9 (whether before or after the introduction of Level 1(a) and Level 1(b) progression) will be conditional on the Secretary being satisfied that the employee has been employed at Level 1 Year 5 or Level 1(a) Year 5 for at least twelve (12) months and has demonstrated competency in three or more of the following criteria:
- (i) The ability to work independently and without regular supervision; and or
  - (ii) Good communication skills; and/or
  - (iii) Well developed specialist or other skills; and/or
  - (iv) Project management skills; and/or
  - (v) The ability to provide high quality advice; and
  - (vi) The demonstrated ability to identify issues and provide practical options.
- 4.8 Planning Officer Level 2
- Roles may be established as Level 2 and assignment to a role or progression to Level 2 will be through competitive selection.
- 4.9 Planning Officer Level 3
- 4.9.1 Roles may be established as Level 3 and assignment to role or progression to Level 3 will be through competitive selection.
- 4.9.2 Progression to Level 3, Year 4 (soft barrier) requires the Secretary being satisfied that the employee has been employed at Level 3, Year 3 for a period of twelve (12) months and has demonstrated competency in three or more of the following criteria:
- (i) Management of employees; and/or
  - (ii) Strategic policy/program development and implementation; and/or
  - (iii) Representing the Department on substantial matters; and/or
  - (iv) Project/program management skills; and/or
  - (v) Relevant technical skills.
- 4.10 Planning Officer Level 4
- Roles may be established as Level 4 and assignment to a role or progression to Level 4 will be through competitive selection.
- 4.11 Planning Officer Level 5
- Roles may be established as Level 4 and assignment to a role or progression to Level 4 will be through competitive selection.
- 4.12 Student Planners

The commencing salary rate for an employee appointed as a Student Planner will normally be Year 1 of the Student Planner salary rates set out in Table 1 - Salaries of Part B, Monetary Rates of this Award.

## **5. Working Hours**

- 5.1 These conditions will be determined and may be varied by local arrangement in terms of clause 10 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009. Working hours of Planning Officers under clause 4 of this Award will be covered by the Department's Flexible Working Hours Agreement 2016 or its successor.
- 5.2 An employee, if directed to work or travel outside the usual hours of duty may be entitled to the 'Overtime' provisions or the 'Excess travelling time' provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- 5.3 A flexible and adaptable approach to working hours shall be adopted to meet peak demands, out of hours client demands, and the personal circumstances of employees of the Department.
- 5.4 Flexible working hours will only be available on the condition that an adequate service is maintained at all times. Services provided by the Department will not be withdrawn to accommodate the absence of employees under any flexible working hours arrangements.
- 5.5 At all times, the business needs of the Department must have priority.

## **6. Flex Leave**

The Flexible leave entitlements in Annexure A to this Award have been developed in recognition of the additional hours worked to meet the needs of the Department. Hours worked and flex leave taken are at the convenience of both the Department and the employee. The working hours of employees are those prescribed in the NSW Department of Planning and Environment Flexible Working Hours Agreement 2016.

## **7. Appeals Mechanism - Soft Barrier**

- 7.1 An employee has the right to appeal any decision made by the Department in relation to a soft barrier progression under the provisions of this Award.
- 7.2 Employees will submit a written submission outlining their case to the Director, Human Resources within 28 days of the written notification of the decision.
- 7.3 The Director, Human Resources or their delegate will convene and chair an appeals committee made up of (in addition to the convenor) one Management representative who was not a party to the decision, one representative nominated by the Association and one peer who is acceptable to both Management and the Association.
- 7.4 The appeal will be heard within 28 days of the submission being lodged and the recommendation of the committee will be forwarded to the Secretary or delegate for approval.
- 7.5 The decision of the Secretary or delegate will be forwarded to the employee concerned within seven (7) working days of the appeal being heard.
- 7.6 This appeals mechanism does not cover matters that are properly dealt with by the NSW Industrial Relations Commission or the Department's Grievance Management Policy.
- 7.7 In the event the appeal committee cannot reach a majority decision the matter will be decided by the Secretary or delegate.

## **8. Anti-Discrimination**

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

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age, 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 a 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:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons less than 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
  - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 8.5 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.
- 8.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 8.7 Section 56(d) of the Anti-Discrimination Act 1977 provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

## **9. Grievance and Dispute Settling Procedures**

- 9.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 9.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti-Discrimination Act 1977) that makes it impractical for the employee to advise their immediate manager, the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- 9.4 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 their 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 Secretary.

- 9.6 The Secretary may refer the matter to the Industrial Relations Secretary for consideration.
- 9.7 If the matter remains unresolved, the Secretary shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 9.8 An employee, at any stage, may request to be represented by the Association.
- 9.9 The employee or the Association on their behalf or the Secretary may refer the matter to the NSW Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The employee, Association, Department and, Industrial Relations Secretary shall agree to be bound by any order or determination by the NSW Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in sub-clauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

#### **10. Savings of Rights**

- 10.1 At the time of the making of this Award no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- 10.2 Should there be a variation to the Crown Employees (Public Sector - Salaries 2016) Award or an Award replacing that Award employees of the Department will maintain the same salary relationship to the rest of the public service. Any such salary increase will be reflected in this Award either by variation to it or by the making of a new Award.

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

- 11.1 This Award shall apply to those employees of the NSW Department of Planning and Environment employed in classifications as listed in clause 4, Classification and Salary Structures of the Award.
- 11.2 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the NSW Industrial Relations Commission on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- 11.3 Changes made to this Award subsequent to it first being published on 30 May 2008 (365 I.G. 1708) have been incorporated into this Award as part of the review.
- 11.4 This Award remains in force until varied or rescinded, the period for which it was made having already expired.



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

**Table 1 - Salaries**

Operative from the beginning of the first pay period to commence on or after 1.7.2016.

CLASSIFICATION	1 July 2016 \$ Per Annum	
Student Planner		2.5%
Year 1	CSP 23	\$49,039
Year 2	CSP 28	\$51,168
Year 3	CSP 32	\$53,060
Year 4	CSP 40	\$57,015
PLANNING OFFICER (PROFESSIONAL)		
Level 1(a)		
Year 1	CSP 59	\$67,951
Year 2	CSP 69	\$75,025
Year 3	CSP 76	\$80,259
Year 4	CSP 80	\$83,439
Year 5	CSP 84	\$86,684
Progression/ promotion soft barrier (clause 4.7.2)		
Level 1(b)		
Year 1	CSP 90	\$92,026
Year 2	CSP 94	\$95,776
Year 3	CSP 97	\$98,782
Year 4	-	\$103,698
Level 2		
Year 1	CSP 108	\$110,046
Year 2	-	\$113,236
Year 3	CSP115	\$117,786
Level 3		
Year 1	CSP 117	\$120,124
Year 2	-	\$125,161
Year 3	CSP 124	\$128,917
Progression/ promotion soft barrier (clause 4.9.2)		
Year 4	CSP 128	\$134,528
Year 5	-	\$139,891
Level 4		
Year 1	-	\$154,229
Year 2	-	\$160,690
Year 3	-	\$167,282
Level 5		
Year 1	-	\$176,161
Year 2	-	\$180,545

**APPENDIX A**

**FLEXIBLE WORKING HOURS AGREEMENT 2016**

**NSW DEPARTMENT OF PLANNING AND ENVIRONMENT**

### 1. Title of the Agreement

This Agreement shall be known as the NSW Department of Planning and Environment Flexible Working Hours Agreement 2016.

2. Arrangements
  1. Title of the Agreement
  2. Arrangements
  3. Definitions
  4. Parties
  5. Area, incidence, duration and purpose
  6. Ordinary hours
  7. Contract hours
  8. Business hours
  9. Staffing levels and rosters
  10. Bandwidth
  11. Core time
  12. Varying hours of duty
  13. Settlement period
  14. Principles underlying flex leave and banking of accrued flex leave
  15. Flex leave
  16. Flex leave arrangements (Banking of flex leave)
  17. Meal breaks
  18. Accumulation, carry over and compensation for full-time employees
  19. Pro-rata flex leave accumulations and carry over for part-time employees
  20. Transfers
  21. Breaches of flexible working hours arrangements
  22. Termination of service
  23. Grievance Management

### 3. Definitions

"The Department" means the NSW Department of Planning and Environment.

"Employees" means all employees employed under the Government Sector Employment Act 2013 with the exception of those employed under Part 4, Division 4 - Public Service Senior Executives.

"Part-time employee" means any employee whose ordinary hours of work are less than 140 hours per settlement period.

"Flexible Working Hours" - for the purposes of this Agreement, flexible working hours hereinafter referred to as flex time, is a system of attendance at an office or worksites of the Department within which an individual employee may select their starting and finishing time on each normal working day, subject to the concurrence of the Department, and in accordance with conditions set out in this Agreement.

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

"Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

### 4. Parties

The parties to this Agreement are:

- (i) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales;
- (ii) The NSW Department of Planning and Environment
- (iii) The Industrial Relations Secretary

The parties shall co-operate in the monitoring of the operation of the Agreement by bringing identified operational and administrative problems, and any matters which cannot be resolved in the first instance at the workplace level, to the Department's Joint Consultative Committee.

## **5. Area, Incidence, Duration and Purpose**

This Agreement is made pursuant to clause 10, Local Arrangements of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, with the approval of the Industrial Relations Secretary, between the NSW Department of Planning and Environment on the one part, and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales on the other part.

It replaces in part clause 12, Hours of Duty of the Award. Unless otherwise stated in this Agreement, any remaining provisions of clause 12 of the aforementioned Award remain unaffected by this Agreement and shall continue to apply for the nominal term. To the extent that any part of this Agreement conflicts with clause 12, this Agreement will prevail. This Agreement is to be read in conjunction with clauses 5 and 6 of the Crown Employees (Planning Officers) Award 2016.

The Agreement shall take effect on and from 7th day of July 2008 and shall remain in force for a period of twenty four months unless varied or terminated by consent earlier. The Agreement shall continue to operate after the termination date unless varied by consent, or terminated by the provision of 3 months' notice by either party.

The parties to this Agreement are committed to the facilitation of an equitable arrangement for all employees employed by the Department to access, and utilise accumulated credit hours over and above their contract hours, as far as practicable, and arrange for the equitable administration of this Agreement throughout the Department.

The Department will endeavour to ensure that staffing levels and work rosters are adequate to ensure that employees have access to the provisions of the Agreement. The Union shall ensure that employees co-operate by working within the operational requirements of the Department.

## **6. Ordinary Hours**

For employees employed under the Government Sector Employment Act 2013 the ordinary working hours for:

- (i) Full-time employees are 7 hours per day, 35 hours per week (140 hours per 4 week settlement period).
- (ii) Part-time employees will be set out in their part-time arrangements. (These arrangements are agreed to and documented.)

Employees who do not wish to work additional hours will suffer no discrimination or disadvantage.

## **7. Contract Hours**

Contract hours are the minimum hours for which an employee would be required to be on duty during a settlement period. For the purposes of this Agreement the minimum contract hours required of a full-time employee for a settlement period shall be 140 hours. Contract hours for part-time employees will be set out in their documented part-time arrangements.

## **8. Business Hours**

Business hours are the span of hours during which the Department offices are open to members of the public, normally 9:30 am to 4:30 pm.

## **9. Staffing Levels and Rosters**

- (i) The Department will ensure, and the Union shall co-operate in the necessary arrangements, that adequate staffing levels are maintained during business hours to ensure a full range of client services are available during business hours.
- (ii) Managers and employees in individual offices or work sites of the Department may negotiate a roster system to ensure the equitable management of the flex time and/or flex leave system, so that no individual employee is disadvantaged in anyway in relation to the operation of this Agreement.
- (iii) Where formal roster arrangements are introduced or are already in operation, those roster arrangements, and the operation of the roster, shall be negotiated between the responsible manager or supervisor and the employees concerned. Employees involved may request a Union delegate to assist with the negotiation of roster arrangements, if required.
- (iv) As far as practicable a timetable for roster arrangements, and operation of the roster for a period of three (3) months or more should be negotiated.

## **10. Bandwidth**

- (i) The bandwidth (span of hours) operating during the term of this Agreement for normal working days shall be between the hours of 7:00 am and 6:30 pm.
- (ii) The bandwidth may be varied by agreement with the appropriate director and the employee in a particular workgroup, unit, branch, region or directorate to suit operational, climatic needs or with specific individuals to assist with care responsibilities or other needs.
- (iii) An employee may select their starting and finishing times within the bandwidth subject to core time provisions and the Department's concurrence.
- (iv) Any time worked during a settlement period before or after the bandwidth, unless otherwise stated in this Agreement, shall not be credited to the employee in any calculation of accumulated credit hours.
- (v) An employee who, for personal or family circumstances wishes to work outside the bandwidth or core time stated in Clause 11 on either a temporary or ongoing arrangement shall apply to the appropriate executive director or director, in writing, for approval. Such arrangements made at the employee's request, will not attract any additional penalty rate payment.

## **11. Core Time**

Core time is that period of the working day when all employees are required to be on duty unless on lunch break or approved leave.

The standard core time which will apply to all employees is 9:30 am to 3:30 pm.

Whilst employees need to attend the workplace only between 9:30 am and 3:30 pm, managers/ supervisors and employees may negotiate a roster system to ensure equitable management of adequate employee levels during office hours to ensure a full range of client services are available during business hours as stated in Clause 9 of this Agreement.

Rosters should be reviewed at three (3) monthly intervals or at the request of individual employees.

In recognising that employees may need to meet their care responsibilities or other needs as well as the operational needs of the Department, any variation must be approved by branch managers. Approvals should be written and are to be reviewed every six (6) months or earlier at the request of the employee.

**12. Varying Hours of Duties**

Where an employee as a result of their care responsibilities, or urgent personal reasons is unable to observe the general hours operating in the Department, the employee may request a variation to their hours of attendance on a one off, short or long term subject to the following:

- (i) the variation does not adversely affect the operational requirements;
- (ii) variation in hours are the result of consultation between a manager and an employee;
- (iii) flexitime debit or credit hours are met at the end of the settlement period where applicable;
- (iv) ongoing arrangements are documented;
- (v) no overtime or meal allowances are made to an employee as a result of an agreement to vary the hours;
- (vi) a lunch break of one hour is available to an employee, unless an employee elects to reduce the break to not less than thirty (30) minutes; and
- (vii) the variation is approved by the manager.

**13. Settlement Period**

The 4 week period in which time is recorded commences on a Monday and concludes on a Friday.

**14. Principles Underlying Flex Leave and Banking of Accrued Flex Leave**

- (i) The parties to this Agreement acknowledge that there is a need for the manager or supervisor and employees to plan work. Tools such as a Performance Management System help with the planning of work. Managers and supervisors in consultation with employees, need to plan the hours to be worked in a settlement period, the flex leave to be taken in a settlement period, and the estimated additional paid hours of work in a particular settlement period.
- (ii) In planning working hours, account will be taken of past working hours and arrangements and agreement by the employee/workgroup, manager or supervisor on the estimated time required to satisfactorily undertake prescribed duties. Planning for these tasks shall be on a regular basis, and any significant variation in estimated time shall be identified by either the manager or employee and the plan jointly revised.
- (iii) All significant variations to the agreed estimated time to satisfactorily undertake prescribed duties shall be agreed between the employee and manager prior to the time being worked.

**15. Flex Leave**

- (i) All flex leave granted shall be at the convenience of the Department and the requirements of the Department's clients and the public. Requests for flex leave should be discussed and negotiated between an employee and their supervisor, reasonable notice should be given and their supervisor's approval obtained prior to proceeding on flex leave. This includes flex leave taken during transport disruptions or other emergencies.
- (ii) Flex leave may be taken as two (2) full days or four (4) half days or a combination of full and half days to a maximum of two days during a settlement period.
- (iii) It is not necessary for an employee to have a credit balance when taking flex leave.
- (iv) An employee working under an agreed roster may be rostered to take a flex leave entitlement on an identified normal working day, or days, during the roster period.

- (v) Flex leave may be taken immediately before, and/or after, a period of recreation leave and any other form of approved paid leave.
- (vi) Flex leave may be taken on consecutive working days, irrespective of whether these days are in different settlement periods.
- (vii) An employee may be requested by their manager to take flex leave if the maximum credit accrual is likely to be exceeded during or by the end of a settlement period.
- (viii) An employee will not be able to access banked flex days in instances whereby their recreation balance exceeds forty (40) days.

#### **16. Flex Leave Arrangements - Banking of Flex Leave**

In a number of instances workload demands will require employees to work long hours thus accruing significant extra flex credits. In order to achieve some compensation for employees who work extra hours, the following provision for the banking of flex leave will apply: These instances could include but are not necessarily limited to, budgeting, business planning, end of financial year, and emergency service activities.

- (i) Prior agreement on workload constraints should be reached between the employee and manager or supervisor in order for the employee to bank a flex day.
- (ii) Where workload demands have prevented an employee from taking flex leave (as provided for in Clause 15 (ii)) an employee may apply to bank the flex leave that was not taken - either a full or half day. The remaining hours of credit should be added to the normal flex credit.
- (iii) An employee does not have to be in credit to bank flex leave. When banking a full day flex leave an employee must not be more than three hours in debit. When banking a half day flex an employee must not be more than six and a half (6 1/2) hours in debit at the end of the settlement period. That is, the total debit may not exceed ten (10) hours.
- (iv) All flex leave banked is required to be in half or full days, subject to clause (ii) above.
- (v) Up to two (2) flex days may be accrued and banked per settlement period. Subject to clause (ii) above.
- (vi) An employee may bank up to a maximum of five (5) days (thirty-five (35) hours), which can be taken at a mutually convenient time, if the employee's recreation balance is less than forty (40) days.
- (vii) Banked flex leave can be taken in conjunction with other forms of approved paid leave.
- (vii) In addition to the entitlements under Clause 17(a) (3) of the Award, any banked flexi leave may be taken during transport disruptions or other emergencies.

#### **17 Meal Breaks**

- (i) An employee shall be required to take a meal break not more than five (5) hours after commencing work, or before 2:00 pm. whichever is the earlier.
- (ii) An employee shall be entitled to a meal break of one (1) hour. Consultation with a manager/supervisor is necessary for a meal break in excess of this time.
- (iii) The minimum meal break permitted is thirty (30) minutes.
- (iv) The maximum meal break permitted is two and half (2 1/2) hours during the span of 11:30 am to 2:30 pm.

#### **18. Accumulation and Carry Over for Full-Time Employees**

- (i) An employee may accumulate credit or debit hours throughout a settlement period, and carry forward credit and debit hours between settlement periods provided that at the end of a settlement period the number of credit hours does not exceed ten (10) hours or debit hours does not exceed ten (10) hours.
- (ii) When an employee's accumulation of debit hours exceeds ten (10) hours at the end of a settlement period, the excess debit hours shall be debited against any banked flex leave, or if none is available, accrued recreation leave, or if no such leave is available, debited as leave without pay.
- (iii) When an employee's accumulation of credit hours exceeds ten (10) hours at the end of a settlement period, the excess credit hours may be banked subject to Clause 16 above. Where the employee already has thirty five (35) hour banked any additional hours will be forfeited.
- (iv) The Department shall make every effort to ensure that an employee does not consistently forfeit excess credit hours at the conclusion of settlement periods as a result of requests for flexi leave being refused.

#### **19. Pro-Rata Flex Leave Accumulation and Carry Over for Part-Time Employees**

- (i) An employee who is employed under a part-time work arrangement which does not require fixed starting or finishing times on all the normal working days may accrue up to the maximum pro-rata accumulated credit and debit entitlements under this Agreement.

Example: An employee who works twenty eight (28) hours per week would be entitled to accumulate a maximum credit or debit of eight (8) hours at the end of the settlement period i.e. normal carry - normal hours x actual hours  $(10/35 \times 28) = 8$ .

- (ii) Contract hours for an employee working under a part-time Agreement shall be calculated on the total number of agreed hours to be worked in a settlement period.

Example: An employee who works twenty-one (21) hours per week - their contract hours will be eighty-four (84) hours per settlement period i.e. actual hours worked x 4  $(21 \times 4) = 84$ .

- (iii) An employee who elects to change from full-time to part-time work, by agreement may be permitted to exhaust accumulated flex leave entitlements prior to commencing part-time work, or have any existing accumulated credit balance carried over. Future entitlements for flex leave from this accumulated credit hour balance carry over shall be calculated on the basis of full-time work until exhausted.
- (iv) An employee who changes from part-time to full-time employment by agreement may be permitted to exhaust accumulated flex leave entitlements prior to commencing full-time work, or carry over the entitlement, which continues until exhausted.
- (v) A part-time employee working under flexible working hours arrangements may be entitled to up to two (2) full days or four (4) half days or a combination of full and half days to a maximum of two (2) days during a settlement period with the approval of their manager. The flex leave to cover the flex absence/s is the actual time absent from work.

Example: An employee who works twenty-eight (28) hours per week - i.e. seven (7) hours per day, four (4) days a week, the flex leave entitlement to cover one (1) days flex leave is seven (7) hours.

#### **20. Transfers**

An employee of the Department who transfers to another Department may transfer only ten (10) accumulated credit hours, if an employee has in excess of ten (10) hours an effort should be made to take the appropriate flex leave prior to transferring in order to reduce excess credit.

#### **21. Breaches of Flexible Working Hours Arrangements**

The Executive Directors, or Directors may only direct an employee to work standard hours where it is proven the employee has breached a provision of this Agreement, the remaining operative sub-clauses of clause 11, Hours of Duty of the Award or an established administrative arrangement of the Department in connection with the operation of flexible working hours which was in operation at the time this Agreement was made.

## **22. Termination of Employment**

- (i) The Department shall ensure as far as practicable, that an employee is given the opportunity to eliminate accumulated credit hours, to the limits prescribed in Clause 18, by way of flex leave prior to the completion of their last day of employment with the Department through resignation or retirement.
- (ii) The Department shall debit an employee's accumulated recreation leave or extended leave (minimum of a quarter day), or monies owing, against debit hours accumulated by an employee at the completion of the last day of employment with the Department.

## **23. Grievance Management of the Flexible Working Agreement**

Employees who are in conflict or have a grievance with the coverage of this Agreement should use the procedures identified in the Department's Grievance Management Policy.

J. D. STANTON, Commissioner

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Printed by the authority of the Industrial Registrar.



# **CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF EMPLOYMENT) REVIEWED AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006166)

Before Commissioner Stanton

24 August 2016

## **REVIEWED AWARD**

### **PART A**

#### **SECTION 1 - FRAMEWORK**

##### **1. Arrangement**

Clause No.      Subject Matter

#### **PART A**

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#### 2. Title

This award shall be known as the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

### 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*.
- 3.4 Approved Course means a course relevant to the employment of the employee in the Department or the public service and approved by the Agency Head.
- 3.5 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.6 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.
- 3.7 Award means an award as defined in the *Industrial Relations Act 1996*.
- 3.8 Birth means the birth of a child and includes stillbirth.
- 3.9 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.
- 3.10 Casual Employee means any employee engaged in terms of Part 4, Division 5, Section 43 Kinds of employment of the *Government Sector Employment Act 2013* and any Regulations, Rules or guidelines issued thereof or as amended from time to time.
- 3.11 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.
- 3.12 Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.13 Daily span of hours means, for an employee required to work standard hours, the full time standard hours defined in this award. For an employee required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the employee and which do not attract payment for overtime, unless otherwise prescribed in this award.
- 3.14 Day worker means an employee, other than a shift worker, 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.
- 3.15 Department means a Department specified in Schedule 1, Part 1, to the Act.
- 3.16 Department Head means in the case of a Department, the Secretary of a Department, or in any other case, the head of the agency listed in Part 2 or 3 of Schedule 1, to the Act.
- 3.17 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 3.18 Employee means a person employed in ongoing employment or temporary employment as defined in the Act and, unless otherwise specified in this award, includes both full-time and part-time employees.

- For the purposes of maternity leave, as set out in clause 75, Parental Leave of this award, employee means a female employee.
- 3.19 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.
- 3.20 Extended leave means extended (long service) leave to which an employee is entitled under the provisions of Part 2, Division 3, Clause 16 to the *Government Sector Employment Regulation 2014*, as amended from time to time.
- 3.21 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.
- 3.22 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.
- 3.23 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.
- 3.24 Flexible Work Practices, Policy and Guidelines means the document negotiated between the Industrial Relations Secretary, Unions NSW and affiliated unions which enables employees to rearrange their work pattern.
- 3.25 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.
- 3.26 Full day means the standard full time contract hours for the day, i.e. seven or eight hours depending on the classification of the employee.
- 3.27 Full pay or half pay means the employee's ordinary rate of pay or half the ordinary rate of pay respectively.
- 3.28 Full-time contract hours means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.
- 3.29 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 role classification.
- 3.30 Full-time role means a role which is occupied, or if not for being vacant, would be occupied, by a full-time employee.
- 3.31 Half day means half the standard contract hours for the day.
- 3.32 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.
- 3.33 Industrial action means industrial action as defined in the *Industrial Relations Act 1996*.
- 3.34 Local Arrangement means an agreement reached at the organisational level between the Department Head or Secretary and the Association in terms of clause 10, Local Arrangements of this award.
- 3.35 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.

## 3.36 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 negotiated under clause 10, Local Arrangements - the hours of duty the Department Head requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

3.37 Normal work means, for the purposes of subclause 9.11 of clause 9, Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the employee's role or role description at the location where the employee was employed, at the time the grievance or dispute was notified by the employee.

3.38 Official overseas travel means authorised travel out of Australia by an employee where the employee proceeds overseas on official business.

3.39 On duty means the time required to be worked for the Department. For the purposes of clause 53, Trade Union Activities Regarded as On Duty of this award, on duty means the time off with pay given by the Department 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.

3.40 On loan means an arrangement between the Department 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 Department for the employee's salary and associated on-costs.

3.41 On 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.

3.42 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in the *Crown Employees (Public Sector - Salaries 2016) Award*, or any replacement of that award, calculated using the formula set out in clause 12, Casual Employment of this award.

3.43 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Department Head, which, due to its character or special circumstances, cannot be performed during the employee's ordinary hours of duty.

3.44 Part-time entitlement, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours an employee works in a part-time role or under a part-time arrangement.

3.45 Part-time hours means hours which are less than the hours which constitute full-time work under the relevant industrial instrument.

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

3.47 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.

3.48 Prescribed ceasing time means, for an employee working standard hours, the conclusion of daily standard hours for that employee. For an employee working under a flexible working hours scheme, prescribed ceasing time means the conclusion of bandwidth of the scheme applying to that employee.

3.49 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.
- 3.50 Public holiday means a day declared under Part 2 of the *Public Holidays Act 2010*, as a public holiday.
- 3.51 Public service means the Public Service of New South Wales referred to in Part 4 of the Act.
- 3.52 Recall to duty means those occasions when an employee is directed to return to duty outside the employee's ordinary hours or outside the bandwidth in the case of an employee working under a flexible working hours scheme.
- 3.53 Relief employee means an employee employed on a temporary basis to provide relief in a role until the return from authorised leave of the assigned occupant or in a vacant role until it is filled.
- 3.54 Residence, in relation to an employee, means the ordinary and permanent place of abode of the employee.
- 3.55 Rostered Day Off means, for the purposes of clause 22, Rostered Days Off for 38 Hour Week Workers of this award, a day off in a regular cycle at a time operationally convenient.
- 3.56 Seasonal employee means an employee employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by employees already employed in the Department and which, because of their seasonal nature, do not justify employment of employees on a long-term basis.
- 3.57 Secondment means an arrangement agreed to by the Department Head, the employee and another public service Department, a government sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment. Secondments are to comply with Part 5, Section 64 Employee transfers and secondments and Section 65 Cross-Agency Employment of the Act.
- 3.58 Secretary means the Industrial Relations Secretary, as established under Part 4, Division 6 of the Act.
- 3.59 Shift worker - Continuous Shifts means an employee engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Department Head.
- 3.60 Shift worker - Non-continuous Shifts means an employee who is not a day worker or a shift worker - continuous shifts, as defined above.
- 3.61 Short leave means the leave which was available to be granted to an employee in the case of pressing necessity and which was replaced by family and community service leave from 20 September 1994.
- 3.62 Standard hours are set and regular hours of operation as determined by the Secretary, or by the Department Head in accordance with any direction of the Secretary. 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.
- 3.63 Standby means an instruction given by the Department Head to an employee to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
- 3.64 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Department Head, if the activities to be undertaken are considered to be of relevance or value to the Department and/or the public service.
- 3.65 Study Time means the time allowed off from normal duties on full pay to an employee who is studying a part-time course which is of relevance to the Department and/or the public service.

- 3.66 Supervisor means the immediate supervisor or manager of the area in which an employee is employed or any other employee authorised by the Department Head to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.
- 3.67 Temporary work location means the place at or from which an employee temporarily performs official duty if required to work away from headquarters.
- 3.68 Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.
- 3.69 Trade Union Delegate means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.
- 3.70 Trade Union Official means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or employees placed on loan to the Association for an agreed period of time.
- 3.71 Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the employee is employed.
- 3.72 Workplace Management means the Department Head or any other person authorised by the Department Head to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

#### **4. Parties to the Award**

The parties to this award are:

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 Industrial Relations Secretary and the Association.

#### **6. Coverage**

With effect from 24 February 2014, the provisions of this award shall apply to all non-executive public service employees as defined in the *Government Sector Employment Act 2013* employed in Departments, Public Service executive agencies related to Departments, and separate Public Service agencies, listed in Schedule 1 to the *Government Sector Employment Act 2013*, except where another industrial instrument or arrangement applies to the employees.

Any officer, Departmental temporary employee and casual employee who, as at 23 February 2014, was employed in a Department listed in Schedule 1, Part 1, of the *Public Sector Employment and Management Act, 2002* and who was covered by this award on that date will continue to be covered by this award.

#### **7. Statement of Intent**

This award aims to consolidate, in the one document, all common conditions of employment of those employees employed in Departments, Public Service executive agencies related to Departments, and separate Public Service agencies, listed in Schedule 1 to the *Government Sector Employment Act 2013*, except where another industrial instrument or arrangement applies to the employees, as per Clause 6 above, to encourage the consultative processes at the service-wide and 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 Agency 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 in Government organisations covered by this award by:
- 8.1.1 the development of policies and guidelines for the New South Wales Public Service 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 in Government organisations 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 a Government organisation to achieve these objectives;
  - 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 appropriate Department Head in the provisions of paragraphs 8.1.1 to 8.1.4 inclusive of this subclause.
- 8.2 Equality in employment - The NSW Public Service 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 employees are required to refrain from, or being party to, any form of harassment in the workplace.

## 9. Grievance and Dispute Settling Procedures

- 9.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department or Agency, if required.
- 9.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 9.4 The immediate manager, or other appropriate 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.
- 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 Department Head.
- 9.6 The Department Head may refer the matter to the Secretary for consideration.

- 9.7 If the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 9.8 An employee, at any stage, may request to be represented by the Association.
- 9.9 The employee or the Association on their behalf or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The employee, Association, Department and Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

## **SECTION 2 - ATTENDANCE/HOURS OF WORK**

### **10. Local Arrangements**

- 10.1 Local arrangements may be negotiated between the Department Head and the Association in respect of the whole Department or part of a Department in relation to any matter contained in the award.
- 10.2 All local arrangements negotiated between the Department Head and the Association must:
- 10.2.1 be approved by the Secretary; and
- 10.2.2 be approved in writing by the General Secretary of the Association; and
- 10.2.3 be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument; and
- 10.2.4 include a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- 10.3 Subject to the provisions of subclause 10.2 of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Department Head and the Association in respect of the provisions contained in clause 24, Flexible Work Practices of this award, where the conditions of employment of any group are such that the application of the standard flexitime provisions would not be practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 21, Flexible Working Hours of this award shall apply.
- 10.4 Attendance and the accrual of flexible working hours credit – An employee may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 10.5 Where an employee has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

### **11. Working Hours**

- 11.1 The working hours of employees and the manner of their recording, shall be as determined from time to time by the Department Head in accordance with any direction of the Secretary. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this award.

- 11.2 The employee in charge of a division or branch of a Department will be responsible to the Department Head for the proper observance of hours of work and for the proper recording of such attendance.
- 11.3 The Department Head 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 the 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 Department Head 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 application of hours of work is subject to the provisions of this clause.
- 11.5 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- 11.6 The Department Head shall ensure that all employees employed in the Department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

## 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 agreement under clause 10 of this award, covering the particular class of work or are required by the usual work pattern of the role.
- 12.3 Rate of Pay
- 12.3.1 A 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.
- 12.3.2 A casual employee 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 A casual employee 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 A casual employee shall be paid overtime for work performed:

- (a) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under clause 10 of this award, covering the particular class of work or are required by the usual work pattern of the role; or
- (b) Outside the bandwidth application to the particular class of work; or
- (c) In excess of the daily roster pattern applicable for the particular class of work; or
- (d) In excess of the standard weekly roster of hours for the particular class of work; or
- (e) In accordance with a local arrangement negotiated under clause 10 of this award.

12.4.2 Overtime rates will be paid in accordance with the rates set in clause 90, 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*. 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:
  - (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.

#### 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 81.4.2 of clause 81, 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 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.

12.6.3 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.

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 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.

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 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.

#### 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 employer).

12.7.2 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.

12.7.3 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.

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 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.

## 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
21-24	relating to Flexible Working arrangements
27	Excess Travelling Time
28	Waiting Time
43	Room at Home Used as Office
44	Semi-Official Telephones
53-59	relating to Trade Union activities
63	Travelling and other costs of Trade Union Delegates
67	Leave - General Provisions
69-84	relating to the various Leave provisions
86	Study Assistance
87	Shift Work
88-89	relating to Overtime
91-92	relating to Recall to Duty, On-Call and Stand-by Arrangements
96	Payment for Overtime or Leave in Lieu
97	Compensation for Additional Hours Worked by Duty Officer, State Emergency Services.

## 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 relevant Department Head. Part-time work may be undertaken in a part-time role 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 role 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 Department Head 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.

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

## 13.2 Additional hours

13.2.1 An employer 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, or a Local Agreement made in accordance with clause 10 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 95, 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, other than the 38 hour week workers, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

## 15. Meal Breaks

15.1 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:-

15.1.1 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

15.1.2 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 Department Head and the Association to provide for payment of a penalty.

## 15A. Lactation Breaks

15A.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.

15A.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.

15A.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.

15A.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.

15A.5 The Department Head shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

- 15A.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.
- 15A.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.
- 15A.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 79, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 21, Flexible Working Hours of this award, where applicable.

### **16. Variation of Hours**

- 16.1 If the Department Head is satisfied that an employee is unable to comply with the general hours operating in the Department because of limited transport facilities, urgent personal reasons, community or family reasons, the Department Head may vary the 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 Department; 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, of the reason for the absence.



- 18.2 If an employee is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate Department Head, the amount representing the period of absence shall be deducted from the employee's pay.

### **19. Public Holidays**

- 19.1 Unless directed to attend for duty by the Department Head, 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 appropriate Department Head as a public service holiday.
- 19.2 An employee required by the Department Head to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 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 requires to undertake urgent personal business, appropriate leave or time off may be granted by the Department Head. Where time off has been granted, such time shall be made up as set out in subclause 20.4 of this clause.
- 20.3 Late Attendance - If an employee is late for work, the employee must either take appropriate leave or, if the Department Head approves, 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 Department Head.

### **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 Unless local arrangements have been negotiated as provided in clause 10, Local Arrangements of this award, and consistent with subclause 21.1 of this clause, a flexible working hours scheme in terms of this subclause may operate in a Department or a section of a Department, subject to operational requirements, as determined by the Department Head.
- 21.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in a Department, 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 Exclusions - Flexible working hours shall not apply to employees who work:

- 21.4.1 a 38 hour week and are entitled to a rostered day off in a regular cycle; or
- 21.4.2 permanent standard hours; or
- 21.4.3 according to a shift roster.
- 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., unless a different time span has been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this award.
- 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 in terms of clause 10, Local Arrangements of this award.
- 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 Department Head. Where a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award, the lunch break shall be taken in accordance with such local arrangement.
- 21.9 Settlement period - Unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award, 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, eg prolonged transport strikes, adverse weather conditions and the like, the Department Head 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. Local arrangements in terms of clause 10, Local Arrangements of this award may be negotiated in respect of the carry over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.
- 21.12 Weekly hours worked during the settlement period are to be monitored by the employee and their supervisor. If it appears that the employee may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period may exceed 150 hours, the supervisor and employee shall develop a strategy to ensure that the employee does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- 21.13 Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award:
- 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.
- 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 Department Head and the Association under a local arrangement in terms of clause 10, Local Arrangements of this award.
- 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 Department in order to take up employment in another public service or government 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.
- 21.16.5 Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 10, Local Arrangements of this award.
- 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 68, Absence from Work of this award.
- 21.18 Standard hours - Notwithstanding the provisions of this clause, the Department Head may direct the employee to work standard hours and not flexible hours:
- 21.18.1 where the Department Head decides that the working of flexible hours by an employee or employees does not suit the operational requirements of the Department or section of the Department, 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 Department, 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. Rostered Days Off for 38 Hour Week Workers**

- 22.1 The provisions of this clause apply only to those employees who work a 38 hour week and are entitled to a rostered day off in a regular cycle.
- 22.2 Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
- 22.2.1 Except as provided in paragraph 22.2.2 of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
- 22.2.2 Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the employee resumes duty.
- 22.2.3 Exception - Notwithstanding the provisions of paragraph 22.2.22 of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- 22.3 In the event of unforeseen circumstances or the Department's operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- 22.4 Where seasonal or school vacation considerations affect Departmental operations, rostered days off may be accrued and taken during a less active period.
- 22.5 A rostered day off is not to be re-credited if the employee is ill or incapacitated on a rostered day off.
- 22.6 Payment of above level allowances is not to be made to another employee for undertaking some or all of the duties of the employee who is absent on a rostered day off.

## **23. Non-Compliance**

In the event of any persistent failure by an employee to comply with the hours of duty required to be worked, the Department Head shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action according to the provisions under clause 13 of the Government Sector Employment Regulation 2014.

## **24. Flexible Work Practices**

- 24.1 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.
- 24.2 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.

## **25. Existing Hours of Work Determinations**

Any existing Determinations, pursuant to section 130 (1) of the *Public Sector Employment and Management Act 2002* on local arrangements in respect of the hours of work which operated in a Department or part of a Department as at the effective date of this award, will be taken to be a determination under section 52 of the Act and shall continue to apply until renegotiated.

**SECTION 3 - TRAVEL ARRANGEMENTS****26. Travelling Compensation**

- 26.1 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 Department.
- 26.2 The Department Head shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 26.3 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.
- 26.4 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.
- 26.5 The Department 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.
- 26.6 Subject to subclause 26.14 of this clause, an employee who is required by the Department Head to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.
- 26.7 If meals are provided by the Government at the temporary work location, the employee shall not be entitled to claim the meal allowance.
- 26.8 For the first 35 days, the payment shall be:
- 26.8.1 where the Department elects to pay the accommodation provider the employee shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 1 - Allowances of Part B Monetary Rates and
  - (b) incidentals as set out in Item 3 of Table 1 - Allowances of Part B Monetary Rates, and
  - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 26.8.2 where the Department elects not to pay the accommodation provider the employee shall elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
  - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- 26.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Department Head that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.

- 26.10 Where an employee is unable to so satisfy the Department Head, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 26.11 After the first 35 days - If an employee is required by the Department Head to work in the same temporary work location for more than 35 days, the employee shall be paid the appropriate rate of allowance as specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- 26.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 26.11 of this clause, Departments could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.
- 26.13 The return of an employee to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- 26.14 This clause does not apply to employees who are on an employee-initiated secondment in accordance with section 64, 65 and 66 of the Act.

### **27. Excess Travelling Time**

- 27.1 Excess Travelling Time – An employee directed by the Department Head to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Department Head's discretion, be compensated for such time either by:
- 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 manager.
- 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 upon 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:
- $$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{X}{\text{Normal hours of work}} \times 1$$
- 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 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 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 An employee who is authorised by the Department Head to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 1 of Part B Monetary Rates 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 Department Head 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 26, Travelling Compensation shall be entitled to the allowance 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. Increase Or Reduction in Payment of Travelling Allowances**

31.1 Where the Department Head is satisfied that a travelling allowance is:

31.1.1 Insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid to reimburse the employee for the additional expenses incurred; or

31.1.2 In excess of the amount which would adequately reimburse the employee for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the employee for expenses incurred properly and reasonably.

### **32. Production of Receipts**

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

### **33. Travelling Distance**

The need to obtain overnight accommodation shall be determined by the Department Head having regard to the safety of the employee or employees 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 Department Head.

## **SECTION 4 - ALLOWANCES AND OTHER MATTERS**

### **34. Camping Allowances**

34.1 Except as provided in an Award, Agreement or Determination, payment of the camping allowance applies to an employee who is:-

34.1.1 In receipt of a camping equipment allowance under clause 38, Camping Equipment Allowance of this award; or

34.1.2 Provided with camping equipment by the Department; or

34.1.3 Reimbursed by the Department for the cost of hiring camping equipment.

34.2 When required to camp in connection with the performance of official duties, an employee shall be paid an allowance for the expenses incurred in camping as follows:

34.2.1 The daily rate specified in Item 4 of Table 1 of Part B Monetary Rates for all expenses; and

34.2.2 Where required to camp for more than 40 nights in any calendar year - that daily rate plus the additional rate for that year as specified in Item 4 of Table 1 - Allowances of Part B, Monetary Rates.



- 34.3 Where the Department Head is satisfied that it was not reasonable in the circumstances for the employee to camp, an employee who is entitled to a camping allowance shall be paid a travelling allowance under clause 26, Travelling Compensation of this award, instead of the camping allowance.
- 34.4 An employee who is paid a remote areas allowance under clause 39, Allowance for Living in a Remote Area of this award is entitled to continue to receive that allowance while receiving a camping allowance.

### **35. Composite Allowance**

- 35.1 An employee employed in one of the classifications of Rangelands Management Officers, Field Supervisors or Field Service Managers, and who:
- 35.1.1 is required to perform official duty in the field; and
- 35.1.2 on some occasions, is required to camp and on other occasions resides in accommodation for which an allowance is payable under clause 26, Travelling Compensation of this award
- may elect to be paid an all inclusive allowance for accommodation, meals and incidental expenses incurred as a result of being required to work in the field.
- 35.2 The rate of the allowance under this clause shall be the daily rate for all expenses as shown in Item 5 of Table 1 - Allowances of Part B Monetary Rates.
- 35.3 In order to be paid the composite allowance under this clause, the employee shall submit to the Department Head an election each 12 months. If the election is not made by the employee or not approved by the Department Head, travelling or camping allowances under clauses 26 or 34 of this award, whichever is appropriate, shall apply.
- 35.4 An election under subclause 35.3 of this clause is revocable 12 months after it is made, unless the employee changes classification.
- 35.5 An employee who elects to receive the composite allowance is entitled to payment of the allowance, regardless of whether they are required to camp, or are residing temporarily in hotels, motels or other fixed establishments in order to perform official duties in the field (except as provided in subclause 35.6).
- 35.6 On occasions when an employee receiving a composite allowance is provided with accommodation by the Government, the allowance ceases. The incidental expenses allowances and reimbursement for any meal expenses properly and reasonably incurred and not provided by the Government are to be paid in accordance with clause 26, Travelling Compensation of this award.
- 35.7 The amount of composite allowance payable per hour for a portion of a day is in all cases 1/24th of the appropriate daily rate. When the time taken is a fraction of an hour, periods of less than a half hour are disregarded while periods between a half hour and 1 hour are counted as 1 hour (that is, the time is rounded to the nearest hour).
- 35.8 An employee who receives a composite allowance is entitled to the camping equipment allowance if the Department head certifies that it is necessary for the employee to provide camping equipment at personal expense

### **36. Allowance Payable for Use of Private Motor Vehicle**

- 36.1 The Department Head may authorise an employee to use a private motor vehicle for work where:
- 36.1.1 Such use will result in greater efficiency or involve the Department in less expense than if travel were undertaken by other means; or
- 36.1.2 Where the employee is unable to use other means of transport due to a disability.

- 36.2 An employee who, with the approval of the Department Head, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 1 of Part B Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 36.4 of this clause.
- 36.3 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.
- 36.3.1 The casual rate is payable if an employee elects, with the approval of the Department Head, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 36.3.2 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.
- 36.4 Deduction from allowance
- 36.4.1 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.
- 36.4.2 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 36.4.3 of this subclause.
- 36.4.3 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.
- 36.4.4 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.
- 36.4.5 Where a headquarters has been designated per paragraph 36.4.3 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.
- 36.4.6 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 Department 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 staff member's home and the railway station or other intermediate transport stopping place.
- 36.5 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 Department head.
- 36.6 Expenses such as tolls etc. shall be refunded to employees where the charge was incurred during approved work related travel.
- 36.7 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 6 of Table 1 - Allowances of Part B Monetary Rates.

### **37. Damage to Private Motor Vehicle Used for Work**

- 37.1 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 Department, provided:
- 37.1.1 The damage is not due to gross negligence by the employee; and
  - 37.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- 37.2 Provided the damage is not the fault of the employee, the Department shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
- 37.2.1 The damage was sustained on approved work activities; and
  - 37.2.2 The costs cannot be met under the insurance policy due to excess clauses.

### **38. Camping Equipment Allowance**

- 38.1 In this clause, "camping equipment" includes instrument and travelling equipment.
- 38.2 An employee who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B Monetary Rates for the expense of providing the equipment.
- 38.3 An employee who provides own bedding and sleeping bag while camping on official business, shall be paid an additional allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B Monetary Rates.

### 39. Allowance for Living in a Remote Area

- 39.1 An employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 39.1.1 Indefinitely stationed and living in a remote area as defined in subclause 39.2 of this clause; or
  - 39.1.2 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 39.2 of this clause.
- 39.2 Grade of appropriate allowance payable under this clause shall be determined as follows:
- 39.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 8 of Table 1 - Allowances of Part B Monetary Rates in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 39.2.2 and 39.2.3 of this subclause;
  - 39.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 8 of Table 1 - Allowances of Part B Monetary Rates; 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;
  - 39.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 8 of Table 1 - Allowances of Part B Monetary Rates in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.
- 39.3 The dependant rate for each grade is payable where
- 39.3.1 the employee has a dependant as defined; and
  - 39.3.2 the employee's dependant(s) resides within the area that attracts the remote area allowance; and
  - 39.3.3 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.
- 39.4 For the purposes of this clause dependant is defined as
- 39.4.1 the spouse of the employee (including a de facto spouse);
  - 39.4.2 each child of the employee aged eighteen years or under;
  - 39.4.3 each son and daughter 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
  - 39.4.4 any other person who is part of the employee's household and who is, in the opinion of the Secretary, substantially financially dependent on the employee.
- 39.5 Departmental temporary employees, such as relief employees, who are employed for short periods are not eligible to receive a remote areas allowance.

- 39.6 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
- 39.7 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:

39.7.1 the employee continues in employment; and

39.7.2 the dependants continue to reside in the area specified; and

39.7.3 military pay does not exceed Departmental salary plus the remote areas allowance.

If the military salary exceeds Departmental salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

#### **40. Assistance to Employees Stationed in a Remote Area When Travelling on Recreation Leave**

- 40.1 An employee who:
- 40.1.1 Is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Secretary; and
- 40.1.2 Proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the employee's work location in that area,
- shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 9 of Table 1 - Allowance of Part B Monetary Rates for the additional costs of travel.
- 40.2 Dependant in this clause has the same meaning as subclause 39.4 of clause 39, Allowance for Living in a Remote Area of this award.
- 40.3 Allowances under this clause do not apply to employees who have less than three years' service and who, at the date of engagement, were resident in the defined area.

#### **41. Overseas Travel**

Unless the Department Head determines that an employee shall be paid travelling rates especially determined for the occasion, an employee required by the Department to travel overseas on official business shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Department of Finance, Services and Innovation Circular as issued from time to time.

#### **42. Exchanges**

- 42.1 The Department Head may arrange two way or one way exchanges with other organisations both public and private, if the Department or the employee will benefit from additional training and development which is intended to be used in the carrying out of the Department's business.
- 42.2 The conditions applicable to those employees who participate in exchanges will be determined by the Department Head according to the individual circumstances in each case (Item 11 of Table 1 - Allowances of Part B Monetary Rates).
- 42.3 The provisions of this subclause do not apply to the loan of services of employees to the Association. The provisions of clause 56, Conditions Applying to On Loan Arrangements of this award apply to employees who are loaned to the Association.

#### **43. Room at Home Used as Office**

- 43.1 Where no Departmental 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 Department will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 12 of Table 1 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.
- 43.2 Where an office exists in a particular location - Where a Departmental office or offices already exist in a particular location but the employee and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 43.1 of this clause shall not apply in these circumstances.
- 43.3 Requirements - Arrangements under subclauses 43.1 or 43.2 of this clause shall be subject to:
- 43.3.1 A formal agreement being reached in respect of the hours to be worked; and
- 43.3.2 The work health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

#### **44. Semi-Official Telephones**

- 44.1 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 role in the Department, as and when required.
- 44.2 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.
- 44.3 The semi-official telephone allowance applies to employees who are required, as part of their duties to:
- 44.3.1 Give decisions, supply information or provide emergency services; and/or
- 44.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 44.4 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:
- 44.4.1 The connection fee for a telephone service, if the service is not already available at the employee's principal place of residence;
- 44.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
- 44.4.3 The full cost of official local, STD and ISD calls.
- 44.5 To be eligible for reimbursement, employees must submit their telephone account and a statement showing details of all official calls, including:
- 44.5.1 Date, time, length of call and estimated cost;
- 44.5.2 Name and phone number of the person to whom call was made; and
- 44.5.3 Reason for the call.

#### **45. Flying Allowance**

Employees, other than those employed to fly aircraft, shall be paid an allowance as specified in Item 14 of Table 1 - Allowances of Part B Monetary Rates when required to work from an inflight situation. The flying allowance payable under this clause shall be paid in addition to any other entitlement for the time actually spent working in the aircraft.

#### **46. Uniforms, Protective Clothing and Laundry Allowance**

- 46.1 Uniform, etc. provided by the Department – An employee who is required or authorised by the appropriate Department Head to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the Department with such clothing and shall be paid an allowance at the rate specified in Item 15 of Table 1 - Allowances of Part B Monetary Rates for laundering the uniform or protective clothing, unless the staff member is entitled to receive a laundry allowance under another industrial instrument.
- 46.2 Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the Department.
- 46.3 Uniform, etc. provided by the employee - Where the uniform, protective clothing or other specialised clothing is provided by the employee, the employee shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

#### **47. Compensation for Damage to Or Loss of Staff Member's Personal Property**

- 47.1 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 Department covering the damage to or loss of the personal property of the employee.
- 47.2 If a claim under subclause 47.1 of this clause is rejected by the insurer, the Department Head may compensate an employee for the damage to or loss of personal property, if such damage or loss:
- 47.2.1 Is due to the negligence of the Department, another employee, or both, in the performance of their duties; or
- 47.2.2 Is caused by a defect in an employee's material or equipment; or
- 47.2.3 Results from an employee's protection of or attempt to protect Departmental property from loss or damage.
- 47.3 Compensation in terms of subclause 47.2 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 Department Head may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 47.4 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.
- 47.5 Compensation for the damage sustained shall be made by the Department where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

#### **48. Garage and Carport Allowance**

- 48.1 Where an employee garages a Departmental vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Department Head, such employee shall be paid an appropriate rate of allowance as specified in Item 16 of Table 1 - Allowances of Part B, Monetary Rates.

- 48.2 Payment of the garage or carport allowance shall continue during periods when the employee is absent from headquarters.

#### **49. Forage for Horses**

- 49.1 Where in connection with the performance of official duties an employee is required to hand-feed a horse, out-of-pocket expenses for forage shall be reimbursed by the Department.
- 49.2 The out of pocket expenses shall continue to be paid in full to the employee during periods of leave.

#### **50. Community Language Allowance Scheme (CLAS)**

- 50.1 Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such employees are not:

50.1.1 Employed as interpreters and translators; and

50.1.2 Employed in those roles where particular language skills are an integral part of essential requirements of the role,

shall be paid an allowance as specified in Item 17 of Table 1 - Allowances of Part B Monetary Rates, subject to subclauses 50.2 and 50.3 of this clause.

- 50.2 The base level of the CLAS is paid to employees who:

50.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and

50.2.2 have passed an examination administered by the Community Relations Commission, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.

- 50.3 The higher level of CLAS is paid to employees who meet the requirements for the base level of payment and:

50.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the employee's language skills, as determined by the Department Head; or

50.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that employees with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

#### **51. First Aid Allowance**

- 51.1 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 staff member as specified in Item 18 of Table 1 - Allowances of Part B Monetary Rates.

- 51.2 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.

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

51.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more employees (100 for construction sites); and



- 51.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 51.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 51.5 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, the employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 51.6 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 Departmental needs, and the cost of retraining First Aid Officers, are to be met by the Department.

## **52. Review of Allowances Payable in Terms of This Award**

- 52.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
- 52.1.1 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 26, Travelling Compensation;
  - (b) Clause 29, Meal Expenses on One Day Journeys;
  - (c) Clause 94, Overtime Meal Allowances, for breakfast, lunch and dinner.
- 52.1.2 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 36, Allowances Payable for the Use of Private Motor Vehicle.
- 52.1.3 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 34, Camping Allowances;
  - (b) Clause 35, Composite Allowance;
  - (c) Clause 38, Camping Equipment Allowance;
  - (d) Clause 39, Allowance for Living in a Remote Area;
  - (e) Clause 40, Assistance to Employees Stationed in a Remote Area When Travelling on Recreation Leave;
  - (f) Clause 43, Room at Home Used as Office;
  - (g) Clause 46, Uniforms, Protective Clothing and Laundry Allowance;
  - (h) Clause 48, Garage and Carport Allowance; and
  - (i) Clause 94, Overtime Meal Allowances, for supper.

52.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:

- (a) Clause 45, Flying Allowance;
- (b) Clause 50, Community Language Allowance Scheme (CLAS);
- (c) Clause 51, First Aid Allowance;
- (d) Clause 92, On-Call (Stand-by) and On-Call Allowance.

## **SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES**

### **53. Trade Union Activities Regarded as on Duty**

53.1 An Association delegate will be released from the performance of normal Departmental 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:

53.1.1 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.

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

53.1.3 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;

53.1.4 Giving evidence in court on behalf of the employer;

53.1.5 Appearing as a witness before the Industrial Relations Commission;

53.1.6 Representing the Association at the Industrial Relations Commission as an advocate or as a Tribunal Member;

53.1.7 Presenting information on the Association and Association activities at induction sessions for new employees of the Department; and

53.1.8 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.

### **54. Trade Union Activities Regarded as Special Leave**

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

54.1.1 Annual or biennial conferences of the Association;

- 54.1.2 Meetings of the Association's Executive, Committee of Management or Councils;
- 54.1.3 Annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 54.1.4 Attendance at meetings called by Unions NSW involving the Association which requires attendance of a delegate;
- 54.1.5 Attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;
- 54.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
- 54.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 53, 54 and 55 apply.

### **55. Trade Union Training Courses**

- 55.1 The following training courses will attract the grant of special leave as specified below:-
  - 55.1.1 Accredited Work Health and Safety (OH&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 Department Head and the Association under a local arrangement pursuant to clause 10, Local Arrangements of this award.
  - 55.1.2 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 employees;
    - (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.

### **56. Conditions Applying to on Loan Arrangements**

- 56.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
  - 56.1.1 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.
  - 56.1.2 Briefing counsel on behalf of the Association;

- 56.1.3 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;
- 56.1.4 Country tours undertaken by a member of the executive or Council of the Association;
- 56.1.5 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.
- 56.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when an employee is placed "on loan" to the Association:-
- (a) The Department will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
  - (b) The Department 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 Department Head and the Association.
- 56.1.7 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.
- 56.1.8 Limitation - On loan arrangements may apply to full-time or part-time employees 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 Department Head in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- 56.1.9 Where the Department Head and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Secretary for determination after consultation with the Department Head and the Association.

#### **57. Period of Notice for Trade Union Activities**

The Department Head 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.

#### **58. Access to Facilities By Trade Union Delegates**

- 58.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:
- 58.1.1 Telephone, facsimile, internet and Email facilities;
  - 58.1.2 A notice board for material authorised by the Association or access to employee notice boards for material authorised by the Association;
  - 58.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

#### **59. Responsibilities of the Trade Union Delegate**

- 59.1 Responsibilities of the Association delegate are to:
- 59.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;

- 59.1.2 Participate in the workplace consultative processes, as appropriate;
- 59.1.3 Follow the dispute settling procedure applicable in the workplace;
- 59.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- 59.1.5 Account for all time spent on authorised Association business;
- 59.1.6 When special leave is required, to apply for special leave in advance;
- 59.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Department Head and the Association; and
- 59.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

### **60. Responsibilities of the Trade Union**

- 60.1 Responsibilities of the Association are to:
  - 60.1.1 Provide written advice to the Department Head 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;
  - 60.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 61.1.3 of clause 61, Responsibilities of Workplace Management of this award;
  - 60.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
  - 60.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
  - 60.1.5 Apply to the Department Head well in advance of any proposed extension to the "on loan" arrangement;
  - 60.1.6 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
  - 60.1.7 Advise employer of any leave taken by the Association delegate during the on loan arrangement.

### **61. Responsibilities of Workplace Management**

- 61.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:
  - 61.1.1 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;
  - 61.1.2 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;
  - 61.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;

- 61.1.4 Where possible, to provide relief in the role occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- 61.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 61.1.6 Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flexi leave, to apply the provisions of paragraph 61.1.5 of this clause;
- 61.1.7 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;
- 61.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 61.1.9 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.

## **62. 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*.

## **63. Travelling and Other Costs of Trade Union Delegates**

- 63.1 Except as specified in paragraph 61.1.3 of clause 61, 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.
- 63.2 In respect of meetings called by the workplace management in terms of paragraph 61.1.3 of clause 61, 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 26, Travelling Compensation, 29, Meal Expenses on One-Day Journeys, or 30, Restrictions on Payment of Travelling Allowances of this award.
- 63.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by an employee from the Department or the Secretary, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 63.4 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 Department by the Association or the employee.

## **64. Industrial Action**

- 64.1 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).
- 64.2 There will be no victimisation of employees prior to, during or following such industrial action.

## **65. Consultation and Technological Change**

- 65.1 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.

- 65.2 The Departmental management shall consult with the Association prior to the introduction of any technological change.

#### **66. Deduction of Trade Union Membership Fees**

At the employee's election, the Department Head shall provide for the employee's Association membership fees to be deducted from the employee's pay and ensure that such fees are transmitted to the employee's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Department Head and the Association in accordance with clause 10, Local Arrangements of this award.

### **SECTION 6 - LEAVE**

#### **67. Leave - General Provisions**

- 67.1 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 Department Head and the Association in terms of clause 10, Local Arrangements of this award.
- 67.2 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.
- 67.3 Unless otherwise specified in this award a temporary employee employed under Part 4, Division 5, Section 43 of the Act is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the Public Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 67.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

#### **68. Absence from Work**

- 68.1 An employee must not be absent from work unless reasonable cause is shown.
- 68.2 If an employee is to be absent from duty because of illness or other emergency, the employee shall notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 68.3 If a satisfactory explanation for the absence, is not provided, the employee will be regarded as absent from duty without authorised leave and the Department Head shall deduct from the pay of the employee the amount equivalent to the period of the absence.
- 68.4 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.
- 68.5 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.

#### **69. Applying for Leave**

- 69.1 An application by an employee for leave under this award shall be made to and dealt with by the Department Head.
- 69.2 The Department Head shall deal with the application for leave according to the wishes of the employee, if the operational requirements of the Department permit this to be done.

## 70. Extended Leave

Extended leave shall accrue and shall be granted to employees in accordance with the provisions of Part 2, Division 3, Clause 16 Extended leave entitlements and Schedule 1 Public Service extended leave entitlements of the Government Sector Employment Regulation 2014.

## 71. Family and Community Service Leave

- 71.1 The Department Head 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 71.2 of this clause. The Department Head may also grant leave for the purposes in subclause 71.3 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.
- 71.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
- 71.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
  - 71.2.2 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;
  - 71.2.3 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;
  - 71.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
  - 71.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case.
- 71.3 Family and community service leave may also be granted for:
- 71.3.1 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
  - 71.3.2 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.
- 71.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 81.4.2 of clause 81, Sick Leave to Care for a Family Member of this award.
- 71.5 Family and community service leave shall accrue as follows:
- 71.5.1 two and a half days in the employee's first year of service;
  - 71.5.2 two and a half days in the employee's second year of service; and
  - 71.5.3 one day per year thereafter.
- 71.6 If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.



- 71.7 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.
- 71.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with clause 81, 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.
- 71.9 A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

## **72. Leave Without Pay**

- 72.1 The Department Head may grant leave without pay to an employee if good and sufficient reason is shown.
- 72.2 Leave Without Pay may be granted on a full-time or a part-time basis.
- 72.3 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.
- 72.4 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.
- 72.5 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 Department Head.
- 72.6 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.
- 72.7 No paid leave shall be granted during a period of leave without pay.
- 72.8 An ongoing assignment may be made to the employee's role if:
- 72.8.1 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
  - 72.8.2 the employee is advised of the Department's proposal to permanently backfill their assigned role; and
  - 72.8.3 the employee is given a reasonable opportunity to end the leave without pay and return to their role; and
  - 72.8.4 the Department advised the employee at the time of the subsequent approval that the role will be filled on an ongoing basis during the period of leave without pay.
- 72.9 The role cannot be filled permanently unless the above criteria are satisfied.
- 72.10 The employee does not cease to be employed by the Department if their role is permanently backfilled.
- 72.11 Subclause 72.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 75.9.1(a) of clause 75, Parental Leave or to military leave.

### 73. Military Leave

- 73.1 During the period of 12 months commencing on 1 July each year, the Department Head may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 73.2 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.
- 73.3 Up to 24 working days military leave per financial year may be granted by the Department Head to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 73.1 of this clause.
- 73.4 A Department Head may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 73.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 73.3 of this clause may be granted Military Leave Top up Pay by the Department Head.
- 73.6 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.
- 73.7 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- 73.8 At the expiration of military leave in accordance with subclause 73.3 or 73.4 of this clause, the employee shall furnish to the Department Head a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

### 74. Observance of Essential Religious Or Cultural Obligations

- 74.1 An employee of:
- 74.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 74.1.2 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.
- 74.2 Provided adequate notice as to the need for leave is given by the employee to the Department and it is operationally convenient to release the employee from duty, the Department Head must grant the leave applied for by the employee in terms of this clause.
- 74.3 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 Department Head, subject to:
- 74.3.1 Adequate notice being given by the employee;
- 74.3.2 Prior approval being obtained by the employee; and
- 74.3.3 The time off being made up in the manner approved by the Department Head.
- 74.4 Notwithstanding the provisions of subclauses 74.1, 74.2 and 74.3 of this clause, arrangements may be negotiated between the Department and the Association in terms of clause 10, Local Arrangements of

this award to provide greater flexibility for employees for the observance of essential religious or cultural obligations.

### **75. Parental Leave**

- 75.1 Parental leave includes maternity, adoption and "other parent" leave.
- 75.2 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:
- 75.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 75.2.2 For a further period of up to 12 months after the actual date of birth.
- 75.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 75.3 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:
- 75.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 75.3.2 For such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
- 75.3.3 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.
- 75.4 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:
- 75.4.1 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;
- 75.4.2 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 75.4.1 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.
- 75.5 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:
- 75.5.1 applied for parental leave within the time and in the manner determined set out in subclause 75.10 of this clause; and
- 75.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 75.5.3 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.

75.6 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:

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

75.6.2 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;

75.6.3 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.

75.7 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:

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

75.7.2 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

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

75.8 Except as provided in subclauses 75.5, 75.6 and 75.7 of this clause parental leave shall be granted without pay.

75.9 Right to request

75.9.1 An employee who has been granted parental leave in accordance with subclause 75.2, 75.3 or 75.4 of this clause may make a request to the Department Head 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.

75.9.2 The Department Head 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 Department Head's business. Such grounds might include cost, lack of adequate replacement employees, loss of efficiency and the impact on customer service.

75.10 Notification Requirements

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

- 75.10.2 An employee who wishes to take parental leave must notify the department head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (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 75.9 of this clause.
- 75.10.3 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.
- 75.10.4 employee's request and the Department Head's decision to be in writing
- The employee's request under paragraph 75.9.1 and the Department Head's decision made under paragraph 75.9.2 must be recorded in writing.
- 75.10.5 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 Department Head in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Department Head agrees.
- 75.10.6 An employee on maternity leave is to notify her department of the date on which she gave birth as soon as she can conveniently do so.
- 75.10.7 An employee must notify the department as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 75.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the department and any number of times with the consent of the department. In each case she/he must give the department at least 14 days' notice of the change unless the Department head decides otherwise.
- 75.11 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 75.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 75.12 If the role 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 role of the same grade and classification as the employee's former position.
- 75.13 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 Department Head 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.
- 75.14 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 department) must be given.
- 75.15 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.

75.16 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.

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

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

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

75.17.3 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.

75.18 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 Department Head, 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 role redesign.

75.19 If such adjustments cannot reasonably be made, the Department Head must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.

75.20 Communication during parental leave

75.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Department 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 staff member 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.

75.20.2 The employee shall take reasonable steps to inform the Department Head 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.

75.20.3 The employee shall also notify the Department Head of changes of address or other contact details which might affect the Department's capacity to comply with paragraph 75.20.1 of this subclause.

## **76. Purchased Leave**

76.1 An employee may apply to enter into an agreement with the Department Head to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

- 76.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account departmental business needs and work demands.
- 76.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 76.1.3 The leave will count as service for all purposes.
- 76.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
- 76.2.1 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.
- 76.2.2 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.
- 76.3 Purchased leave is subject to the following provisions:
- 76.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 76.3.2 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.
- 76.3.3 Sick leave cannot be taken during a period of purchased leave.
- 76.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 76.3.5 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.
- 76.3.6 Temporary Assignment Allowance will not be paid when a period of purchased leave is taken.
- 76.4 Specific conditions governing purchased leave may be amended from time to time by the Secretary in consultation with the Association. Departments may make adjustments relating to their salary administration arrangements.

## **77. Recreation Leave**

### **77.1 Accrual**

- 77.1.1 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.
- 77.1.2 Additional recreation leave, at the rate of 5 days per year, accrues to an employee, employed in terms of the Act, who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal.
- 77.1.3 Recreation leave accrues from day to day.

## 77.2 Limits on Accumulation and Direction to Take Leave

77.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement with the Department Head in special circumstances.

77.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Department Head according to the wishes of the employee.

77.2.3 The Department Head 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 Department.

77.2.4 The Department Head 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 Department.

77.2.5 An employee must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Department must cooperate in this process. The Department may direct an employee with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by school term one 2010.

77.3 Conservation of Leave - If the Department Head 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 Department Head shall:-

77.3.1 Specify in writing the period of time during which the excess shall be conserved; and

77.3.2 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.

77.3.3 A Department Head will inform an employee in writing on a regular basis of the employee's recreation leave accrual.

## 77.4 Miscellaneous

77.4.1 Unless a local arrangement has been negotiated between the Department Head 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.

77.4.2 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).

77.4.3 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 77.4.4 of this subclause.

77.4.4 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.

77.4.5 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 77.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).

77.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.



- 77.4.7 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 75, Parental Leave of this award.
- 77.4.8 On cessation of employment, an employee is entitled to be paid, the money value of accrued recreation leave which remains untaken.
- 77.4.9 An employee to whom paragraph 77.4.8 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.
- 77.5 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 staff member's nominated beneficiary.
- 77.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- 77.6.1 To the widow or widower of the employee; or
- 77.6.2 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
- 77.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Department Head was, at the time of the employee's death, a dependent relative of the employee; or
- 77.6.4 If there is no person entitled under paragraphs 77.6.1, 77.6.2 or 77.6.3 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.
- 77.7 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays  
Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave or payment as provided for in subclauses 87.7 or 87.8 respectively of clause 87, Shift Work of this award.
- 77.8 Recreation leave does not accrue during leave without pay other than
- 77.8.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 77.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 77.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 77.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
- 77.8.5 periods which, when aggregated, do not exceed 5 working days in any period of 12 months.
- 77.9 An employee entitled to additional recreation leave under paragraph 77.1.2 of this clause, or under paragraphs 87.7.6 or 87.8.5 of clause 87, Shift Work of this award, can elect at any time to cash out the additional recreation leave.

**78. Annual Leave Loading**

- 78.1 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 78.2 to 78.6 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 78.2 Loading on additional leave accrued - Where additional leave is accrued by an employee:-
- 78.2.1 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
- 78.2.2 If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- 78.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 78.3.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
- 78.3.2 17½% annual leave loading.
- 78.4 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.
- 78.5 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 78.6 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- 78.6.1 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.
- 78.6.2 If at least two weeks leave, as set out in paragraph 78.6.1 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.
- 78.6.3 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 78.6.1 of this subclause, is taken.
- 78.6.4 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 employer for any reason other than the employee's serious and intentional misconduct.
- 78.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

**79. Sick Leave**

- 79.1 Illness in this clause and in clauses 80 and 81 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 79.2 Payment for sick leave is subject to the employee:
- 79.2.1 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
- 79.2.2 Providing evidence of illness as soon as practicable if required by clause 80, Sick Leave - Requirements for Evidence of Illness of this award.
- 79.3 If the Department Head 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 Department Head:
- 79.3.1 Shall grant to the employee sick leave on full pay; and
- 79.3.2 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.
- 79.4 The Department Head may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
- 79.4.1 is unable to carry out their duties without distress; or
- 79.4.2 risks further impairment of their health by reporting for duty; or
- 79.4.3 is a risk to the health, wellbeing or safety of other employees, Departmental clients or members of the public.
- 79.5 The Department Head 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.
- 79.6 Entitlements. An employee appointed after 13 November 2008 commenced accruing sick leave in accordance with this clause immediately. Existing employees at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.
- 79.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
- 79.6.2 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.
- 79.6.3 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.
- 79.6.4 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.
- 79.6.5 Notwithstanding the provisions of paragraph 79.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of Part 3, Division 2 Cross-government sector leave arrangements of the Government Sector Employment Regulation 2014.

- 79.6.6 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.
- 79.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 79.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 79.7 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 Department Head approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 79.8 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.

### **80. Sick Leave - Requirements for Evidence of Illness**

- 80.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Department Head in respect of the absence.
- 80.2 In addition to the requirements under subclause 79.2 of clause 79, Sick Leave of this award, an employee may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Department Head. Employees who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Department Head for each occasion absent for the balance of the calendar year.
- 80.3 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 Department Head is satisfied that the reason for the absence is genuine.
- 80.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Department Head will advise them in advance.
- 80.5 If the Department Head 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's [Government or other nominated medical assessor](#) for advice.
- 80.5.1 The type of leave granted to the staff member will be determined by the Department Head based on the medical assessor's advice.
- 80.5.2 If sick leave is not granted, the Department Head will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 80.6 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 Department.
- 80.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 80.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Department Head's discretion, another registered health services provider, or
- 80.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 80.7.1 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
- 80.7.3 at the Department Head's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 80.8 If an employee who is absent on recreation leave or extended leave, furnishes to the Department Head satisfactory evidence of illness in respect of an illness which occurred during the leave, the Department Head may, subject to the provisions of this clause, grant sick leave to the employee as follows:
- 80.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 80.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 80.9 Subclause 80.8 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.

### **81. Sick Leave to Care for a Family Member**

- 81.1 Where family and community service leave provided for in clause 71 of this award is exhausted or unavailable, an employee staff member with responsibilities in relation to a category of person set out in subclause 81.4 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.
- 81.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Department Head may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 81.3 If required by the Department Head to establish the illness of the person concerned, the employee must provide evidence consistent with subclause 80.6 of clause 80, Sick Leave - Requirements for Evidence of Illness of this award.
- 81.4 The entitlement to use sick leave in accordance with this clause is subject to:-
- 81.4.1 The employee being responsible for the care and support of the person concerned; and
- 81.4.2 The person concerned being:-
- (a) a spouse of the employee; or
  - (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
  - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
  - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same household, where for the purposes of this definition:-

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

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

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

## **82. Sick Leave - Workers Compensation**

- 82.1 The Department Head 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.
- 82.2 An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987* shall be required to lodge a claim for any such compensation.
- 82.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Department Head shall assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
- 82.4 The Department Head will ensure that, once received by the Department, an employee's workers compensation claim is lodged by the Department with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 82.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Department Head shall grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued recreation leave or extended leave.
- 82.6 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.
- 82.7 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.
- 82.7.1 Before approving the use of sick leave in this subclause, the Department Head must be satisfied that the employee is complying with the obligations imposed by the *Workplace Injury Management and Workers Compensation Act 1998* which requires that the employee must:
- (a) participate and cooperate in the establishment of the required injury management plan for the employee;
  - (b) comply with obligations imposed on the employee by or under the injury management plan established for the employee;
  - (c) when requested to do so, nominate as their treating doctor for the purposes of the injury management plan a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan;
  - (d) authorise the nominated treating doctor to provide relevant information to the insurer or the Department Head for the purposes of the injury management plan; and
  - (e) make all reasonable efforts to return to work as soon as possible, having regard to the nature of the injury.
- 82.8 If an employee notifies the appropriate Department Head that he or she does not intend to make a claim for any such compensation, the Department Head shall consider the reasons for the employee's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.

- 82.9 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.
- 82.10 If the Department Head 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.
- 82.11 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*.
- 82.12 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:-
- 82.12.1 The employee's claim for workers compensation;
  - 82.12.2 The conduct of a medical examination by a Government or other Medical Officer;
  - 82.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
  - 82.12.4 Action taken by the Department Head either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

### **83. Sick Leave - Claims Other Than Workers Compensation**

- 83.1 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:-
- 83.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Department to the employee; and
  - 83.1.2 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 Department the monetary value of any such period of sick leave.
- 83.2 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 Department Head is satisfied that the refusal or failure is unavoidable.
- 83.3 On repayment to the Department 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.

### **84. Special Leave**

- 84.1 Special Leave - Jury Service
- 84.1.1 An employee shall, as soon as possible, notify the Department Head of the details of any jury summons served on the employee.

- 84.1.2 An employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Department Head 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.
- 84.1.3 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 Department Head 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 Department Head shall grant, at the sole election of the employee, available recreation leave on full pay, flex leave or leave without pay.
- 84.2 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 staff member's appearance at court as a witness in an official capacity shall be paid by the Department.
- 84.3 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:
- 84.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 84.3.2 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.
- 84.3.3 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 Department for the required period.
- 84.4 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.
- 84.5 Special Leave - Examinations -
- 84.5.1 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 Department Head.
- 84.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 84.5.3 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.
- 84.6 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Association delegates to undertake Association activities as provided for in clause 54, Trade Union Activities Regarded as Special Leave of this award.
- 84.7 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to an employee who is temporarily living away from home as a result of work requirements. The employee shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the employee wishes to return home more often, such employee may be



granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.

- 84.8 Return Home When Transferred to New Location -- Special leave shall be granted to an employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the *Crown Employees (Transferred Employees Compensation) Award*.
- 84.9 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.
- 84.10 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Department Head for such other purposes, subject to the conditions specified in the Personnel Handbook at the time the leave is taken.
- 84.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 84A, Leave for Matters Arising From Domestic Violence, have been exhausted, the Department Head 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.

#### **84A. Leave for Matters Arising from Domestic Violence**

- 84A.1 The definition of domestic violence is found in clause 3.17 of this award.
- 84A.2 Leave entitlements provided for in clause 71, Family and Community Service Leave, clause 79, Sick Leave and clause 81, Sick Leave to Care for a Family Member, may be used by employees experiencing domestic violence.
- 84A.3 Where the leave entitlements referred to in subclause 84A.2 are exhausted, Department Heads shall grant Special Leave as per clause 84.11.
- 84A.4 The Department Head will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 84A.5 Personal information concerning domestic violence will be kept confidential by the agency.
- 84A.6 The Department Head, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

### **SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT**

#### **85. Employee Development and Training Activities**

- 85.1 For the purpose of this clause, the following shall be regarded as employee development and training activities:
- 85.1.1 All employee development courses conducted by a NSW Public Sector organisation;
- 85.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
- 85.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.

- 85.2 For the purposes of this clause, the following shall not be regarded as employee development and training activities:-
- 85.2.1 Activities for which study assistance is appropriate;
  - 85.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
  - 85.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 85.3 Attendance of an employee at activities considered by the Department Head to be:
- 85.3.1 Essential for the efficient operation of the Department; or
  - 85.3.2 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.
- 85.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Department:
- 85.4.1 Recognition that the employee is performing normal duties during the course;
  - 85.4.2 Adjustment for the hours so worked under flexible working hours;
  - 85.4.3 Payment of course fees;
  - 85.4.4 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
  - 85.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Department Head is satisfied that the approval to attend constitutes a direction to work overtime under clause 88, Overtime - General of this award.
- 85.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Department:
- 85.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
  - 85.5.2 Payment of course fees;
  - 85.5.3 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
  - 85.5.4 Such other conditions as may be considered appropriate by the Department Head given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 85.6 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 Department Head 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.
- 85.7 Temporary Assignment Allowance - Payment of a temporary assignment allowance is to continue where the employee attends a training or developmental activity whilst on duty in accordance with this clause.

## 86. Study Assistance

- 86.1 The Department Head shall have the power to grant or refuse study time.
- 86.2 Where the Department Head approves the grant of study time, the grant shall be subject to:
- 86.2.1 The course being a course relevant to the Department and/or the public service;
  - 86.2.2 The time being taken at the convenience of the Department; and
  - 86.2.3 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.
- 86.3 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.
- 86.4 Study time may be used for:
- 86.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
  - 86.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
  - 86.4.3 Private study; and/or
  - 86.4.4 Accumulation, subject to the conditions specified in subclauses 86.6 to 86.10 of this clause.
- 86.5 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:-
- 86.5.1 Face-to-Face - Employees may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
  - 86.5.2 Correspondence - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
  - 86.5.3 Accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 86.6 to 86.10 of this clause.
- 86.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Department.
- 86.7 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 Department.
- 86.8 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.
- 86.9 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.
- 86.10 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.

- 86.11 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 86.12 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.
- 86.13 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.
- 86.14 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.
- 86.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 86.17 The period granted as examination leave shall include:
- 86.17.1 Time actually involved in the examination;
  - 86.17.2 Necessary travelling time, in addition to examination leave,
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- 86.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 86.19 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.
- 86.20 All employees are eligible to apply and no prior service requirements are necessary.
- 86.21 Study leave shall be granted without pay, except where the Department Head approves financial assistance. The extent of financial assistance to be provided shall be determined by the Department Head according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 86.22 Where financial assistance is approved by the Department Head for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 86.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Department may choose to identify courses or educational programmes of particular relevance or value and establish a Departmental scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

**SECTION 8 - SHIFT WORK AND OVERTIME****87. Shift Work**

87.1 Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day - at or after 6am and before 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%

87.2 The loadings specified in subclause 87.1 of this clause shall only apply to shifts worked from Monday to Friday.

87.3 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.

87.4 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.

87.5 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.

87.6 Public Holidays - With the exception of classifications listed in subclauses 87.7 and 87.8 of this clause, the following shall apply:

87.6.1 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;

87.6.2 A shift worker rostered off duty on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;

87.7 Shift workers employed in the classifications of:

Regulatory Officers, Plant Diseases Act - Department of Industry, Skills and Regional Development

Security Officers - Art Gallery of NSW

Attendants - Australian Museum

Clinical Neuro Psychologist - Department of Justice

Clerks, Psychologists, Welfare Officers - Metropolitan Remand and Reception Centre (IDS) - Department of Justice

Gallery Service Officers - Art Gallery of NSW

Journalist - Department of Premier and Cabinet

Videotape Editor - Department of Premier and Cabinet

Staff Resource Units - Department of Ageing, Disability and Home Care

shall receive the following:

87.7.1 For ordinary rostered time worked on a Saturday - ordinary salary and an additional payment at the rate of half time.

87.7.2 For ordinary rostered time worked on a Sunday - ordinary salary and an additional payment at the rate of three quarter time.

87.7.3 When rostered off on a public holiday - ordinary salary and an additional day’s pay.

87.7.4 When rostered on and works on a public holiday - ordinary salary and an additional payment at the rate of time and a half.

87.7.5 Annual leave at the rate of four weeks per year, that is 20 working days plus 8 rest days.

87.7.6 Additional leave on the following basis:

Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December 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

87.8 Shift workers employed in the classifications of:

Prison Officers - Department of Justice

Transitional Centre Workers - Department of Justice

Rangers - Office of Environment and Heritage

Field Officer - Office of Environment and Heritage

Nurses - Department of Family and Community Services

Crisis Care Workers (Full time) - Child Protection and Family Crisis Service, Department of Family and Community Services

shall receive the following:

87.8.1 For ordinary rostered time worked on a Saturday - ordinary salary and an additional payment at the rate of half time.

87.8.2 For ordinary rostered time worked on a Sunday - ordinary salary and an additional payment at the rate of three quarter time.

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

87.8.4 When rostered on and works on a public holiday - ordinary salary and an additional payment at the rate of half time.

87.8.5 Annual leave at the rate of six weeks per year, that is, 30 working days plus 12 rest days.

87.8.6 Additional payment on the following basis:

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

87.8.7 The additional payment in terms of paragraph 87.8.6 of this subclause shall be made after 1 December each year for the preceding 12 months.

87.8.8 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;

87.8.9 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.

87.9 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Department Head.

87.10 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.

87.11 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.

87.12 If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 89, Overtime Worked by Shift Workers of this award, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.

87.13 Time spent off duty may be calculated by determining the amount of time elapsed after:-

87.13.1 The completion of an ordinary rostered shift; or

87.13.2 The completion of authorised overtime; or

87.13.3 The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

87.14 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

## 88. Overtime - General

88.1 An employee may be directed by the Department Head to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

88.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,

- 88.1.2 Any risk to the employee's health and safety,
- 88.1.3 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,
- 88.1.4 The notice (if any) given by the Department Head regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
- 88.1.5 Any other relevant matter.
- 88.2 Payment for overtime shall be made only where the employee works directed overtime.
- 88.3 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 made pursuant to the provisions of clause 10, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the employee shall not be required by the Department Head to work more than 7 hours after finishing overtime or before commencing overtime.
- 88.4 Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the employee is eligible, under any other industrial instrument, to:
- 88.4.1 Compensation specifically provided for overtime and/or on-call (standby) allowance; or
- 88.4.2 Be paid an allowance for overtime and/or on-call (standby) allowance; or
- 88.4.3 A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

### **89. Overtime Worked By Shift Workers**

- 89.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- 89.1.1 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.
- 89.1.2 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.
- 89.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
- 89.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- 89.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- 89.3 The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

### **90. Overtime Worked By Day Workers**

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



- 90.1.1 Shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 87, Shift Work and clause 89, Overtime Worked by Shift Workers of this award apply;
- 90.1.2 Employees covered by formal local arrangements in respect of overtime negotiated between the Department Head and the Association;
- 90.1.3 Employees to whom overtime provisions apply under another industrial instrument;
- 90.1.4 Employees whose salary includes compensation for overtime;
- 90.1.5 Employees who receive an allowance in lieu of overtime; and
- 90.1.6 Duty Officers, State Emergency Services during flood alerts on weekends and public holidays except as provided in clause 97, Compensation for Additional Hours worked by Duty Officer, State Emergency Services of this award.
- 90.2 Rates - Overtime shall be paid at the following rates:
- 90.2.1 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 negotiated in terms of clause 10, Local Arrangements of this award apply;
- 90.2.2 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;
- 90.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 90.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 90.3 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.
- 90.4 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.
- 90.5 Rest Periods
- 90.5.1 An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 90.5.2 Where an employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then the 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.

### **91. Recall to Duty**

- 91.1 An employee recalled to work overtime after leaving the employee's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 91.2 The employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.

- 91.3 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.
- 91.4 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.
- 91.5 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.
- 91.6 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.
- 91.7 This clause shall not apply in cases where it is customary for an employee to return to the Department'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.

## **92. On-Call (Stand-By) and on-Call Allowance**

- 92.1 Unless already eligible for an on-call allowance under another industrial instrument, an employee shall be:
- 92.1.1 Entitled to be paid the on call allowance set out in Item 13 of Table 1 - Allowances of Part B Monetary Rates when directed by the Department to be on call or on standby for a possible recall to duty outside the employee's working hours;
- 92.1.2 If an employee who is on call and is called out by the Department, the overtime provisions as set out in clause 89, Overtime Worked by Shift Workers or clause 90, Overtime Worked by Day Workers of this award, whichever is appropriate, shall apply to the time worked;
- 92.1.3 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.

## **93. Overtime Meal Breaks**

- 93.1 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.
- 93.2 Employees 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.
- 93.3 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.

#### **94. Overtime Meal Allowances**

- 94.1 If an adequate meal is not provided by the Department, a meal allowance shall be paid by the Department at the appropriate rate specified in Item 19 of Table 1 - Allowances of Part B, Monetary Rates, provided the Department Head is satisfied that:
- 94.1.1 the time worked is directed overtime;
  - 94.1.2 the employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
  - 94.1.3 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
  - 94.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 94.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Department Head shall approve payment of actual expenses.
- 94.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 94.4 Receipts shall be provided to the Department Head or his/her delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.
- 94.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Department Head and the Association from negotiating different meal provisions under a local arrangement.

#### **95. 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 varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Department Head approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.

#### **96. Payment for Overtime Or Leave in Lieu**

- 96.1 The Department Head 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 96.2 of this clause.
- 96.2 The following provisions shall apply to the leave in lieu:
- 96.2.1 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.
  - 96.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
  - 96.2.3 The leave must be taken at the convenience of the Department, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 81, Sick Leave to Care for a Sick Family Member of this award apply.
  - 96.2.4 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 Department or section;
  - 96.2.5 Leave in lieu accrued in respect of overtime shall be given by the Department and taken by the employee within three months of accrual unless alternate local arrangements have been negotiated between the Department Head and the Association.

96.2.6 An employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

**97. Compensation for Additional Hours Worked By Duty Officer, State Emergency Services**

97.1 The time spent at home as Duty Officer, State Emergency Services during flood alerts on weekends and public holidays, shall be compensated by:-

97.1.1 Payment at the rate of one third of one day’s pay for each tour of duty; or

97.1.2 If so desired by the staff member concerned, the granting of time off in lieu of payment calculated in accordance with clause 96, Payment for Overtime or Leave in Lieu of this award.

**98. Calculation of Overtime**

98.1 Unless a minimum payment in terms of subclause 90.4 of clause 90, 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.

98.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

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

98.3 The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:-

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

98.4 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

98.5 Overtime is not payable for time spent travelling.

**99. Provision of Transport in Conjunction With Working of Overtime**

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

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

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

99.2 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.

99.3 Provision of Taxis

Where an employee:

99.3.1 ceases overtime duty after 8.00 p.m., or

99.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 p.m.,

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

## SECTION 9 - MISCELLANEOUS

### 100. Anti-Discrimination

100.1 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.

100.2 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.

100.3 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.

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

100.4.1 Any conduct or act which is specifically exempted from anti- discrimination legislation;

100.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

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

100.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

100.5 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.

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

100.5.2 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."

### 101. Secure Employment

101.1 Work Health and Safety

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

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

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their roles 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.

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

#### 101.2 Disputes Regarding the Application of this Clause

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

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

### 102. Existing Entitlements

The provisions of this award shall not affect any entitlements existing in a Department or section of a Department 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.

### 103. Area, Incidence and Duration

103.1 The provisions of this award shall apply to those employees as set out in clause 6.

103.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 24 August 2016.

103.3 Changes made to this award subsequent to it first being published on 31 July 2009 (368 I.G. 884) have been incorporated into this award as part of the review.

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

## PART B

### MONETARY RATES

**Table 1 - Rates and Allowances**

NB: In adjusting expense related and salary related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

**Effective 1 July 2016**

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	
		Capital cities and high cost country centres	
		(see list in item 2)	
	29.1.1	Breakfast	\$26.45
	29.1.2	Dinner	\$50.70
	29.1.3	Lunch	\$29.75
		Tier 2 and other country centres (see list in item 2)	
	29.1.1	Breakfast	\$23.70
	29.1.2	Dinner	\$46.65
	29.1.3	Lunch	\$27.05
2		Travelling allowances	
	26.8.2	Capital cities	Per day
		Adelaide	\$282.95
		Brisbane	\$330.95
		Canberra	\$293.95
		Darwin	\$341.95
		Hobart	\$257.95
		Melbourne	\$298.95
		Perth	\$328.95
		Sydney	\$310.95
	26.8.2	High cost country centres	Per day
		Albany (WA)	\$304.95
		Alice Springs (NT)	\$275.95
		Bordertown (SA)	\$260.95

	Bourke (NSW)	\$290.95
	Bright (VIC)	\$277.95
	Broome (WA)	\$385.95
	Bunbury (WA)	\$280.95
	Burnie (TAS)	\$285.95
	Cairns (QLD)	\$278.95
	Carnarvon (WA)	\$276.95
	Castlemaine (VIC)	\$271.95
	Chinchilla (QLD)	\$268.95
	Christmas Island (WA)	\$305.95
	Cocos (Keeling) Islands (WA)	\$410.95
	Colac (VIC)	\$263.95
	Dalby (QLD)	\$275.95
	Dampier (WA)	\$300.95
	Derby (WA)	\$315.95
	Devonport (TAS)	\$270.95
	Emerald (QLD)	\$281.95
	Esperance (WA)	\$266.95
	Exmouth (WA)	\$380.95
	Geraldton (WA)	\$300.95
	Gladstone (QLD)	\$312.95
	Gold Coast (QLD)	\$325.95
	Gosford (NSW)	\$265.95
	Halls Creek (WA)	\$324.95
	Hervey Bay (QLD)	\$282.95
	Horn Island (QLD)	\$325.95
	Jabiru (NT)	\$325.95
	Kalgoorlie (WA)	\$284.95
	Karratha (WA)	\$425.95
	Katherine (NT)	\$259.95
	Kingaroy (QLD)	\$259.95
	Kununurra (WA)	\$327.95
	Mackay (QLD)	\$286.95
	Maitland (NSW)	\$277.95
	Mount Isa (QLD)	\$285.95
	Mudgee (NSW)	\$260.95
	Newcastle (NSW)	\$290.95
	Newman (WA)	\$320.95
	Norfolk Island (NSW)	\$454.95
	Northam (WA)	\$288.95
	Orange (NSW)	\$280.95
	Port Hedland (WA)	\$385.95



		Port Lincoln (SA)	\$295.95
		Port Macquarie (NSW)	\$265.95
		Port Pirie (SA)	\$275.95
		Roma (QLD)	\$264.95
		Thursday Island (QLD)	\$325.95
		Townsville (QLD)	268.95
		Wagga Wagga (NSW)	\$269.95
		Weipa (QLD)	\$263.95
		Whyalla (SA)	\$288.95
		Wilpena-Pound (SA)	\$292.95
		Wollongong (NSW)	\$261.95
		Wonthaggi (VIC)	\$263.95
		Yulara (NT)	\$425.95
	26.8.2	Tier 2 country centres	Per day
		Albury (NSW)	\$248.45
		Ararat (VIC)	\$248.45
		Armidale (NSW)	\$248.45
		Ayr (QLD)	\$248.45
		Bairnsdale (VIC)	\$248.45
		Ballarat (VIC)	\$248.45
		Bathurst (NSW)	\$248.45
		Bega (NSW)	\$248.45
		Benalla (VIC)	\$248.45
		Bendigo (VIC)	\$248.45
		Broken Hill (NSW)	\$248.45
		Bundaberg (QLD)	\$248.45
		Ceduna (SA)	\$248.45
		Charters Towers (QLD)	\$248.45
		Coffs Harbour (NSW)	\$248.45
		Cooma (NSW)	\$248.45
		Dubbo (NSW)	\$248.45
		Echuca (VIC)	\$248.45
		Geelong (VIC)	\$248.45
		Goulburn (NSW)	\$248.45
		Griffith (NSW)	\$248.45
		Gunnedah (NSW)	\$248.45
		Hamilton (VIC)	\$248.45
		Horsham (VIC)	\$248.45
		Innisfail (QLD)	\$248.45
		Kadina (SA)	\$248.45
		Launceston (TAS)	\$248.45

		Lismore (NSW)	\$248.45
		Mildura (VIC)	\$248.45
		Mount Gambier (SA)	\$248.45
		Muswellbrook (NSW)	\$248.45
		Naracoorte (SA)	\$248.45
		Nowra (NSW)	\$248.45
		Port Augusta (SA)	\$248.45
		Portland (VIC)	\$248.45
		Queanbeyan (NSW)	\$248.45
		Queenstown (TAS)	\$248.45
		Renmark (SA)	\$248.45
		Rockhampton (QLD)	\$248.45
		Sale (VIC)	\$248.45
		Seymour (VIC)	\$248.45
		Shepparton (VIC)	\$248.45
		Swan Hill (VIC)	\$248.45
		Tamworth (NSW)	\$248.45
		Tennant Creek (NT)	\$248.45
		Toowoomba (QLD)	\$248.45
		Tumut (NSW)	\$248.45
		Wangaratta (VIC)	\$248.45
		Warrnambool (VIC)	\$248.45
		Wodonga (VIC)	\$248.45
	26.8.2	Other country centres	\$226.45
	26.8.2	Incidental expenses when claiming actual expenses - all locations	\$19.05
	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	26.8.1	Incidental expenses	\$19.05
4		Camping allowance	Per night
	34.2.1	Established camp	\$31.55
	34.2.2	Non established camp	\$41.70
		Additional allowance for staff who camp in excess of 40 nights per year	\$9.95
5	35.2	Composite allowance (per day)	\$150.45
6		Use of private motor vehicle	Cents per kilometre
	36.3	Official business	66.0
	36.3	Casual rate (40% of official business rate)	26.4

		Motor cycle allowance (50% of the official business rate)	33.0
	36.7	Towing trailer or horse float (13% of the official business rate)	8.6
7		Camping equipment allowance	Per night
	38.2	Camping equipment allowance	\$31.25
	38.3	Bedding and sleeping bag	\$5.25
8		Remote areas allowance	Per annum
		With dependants	
	39.2.1	- Grade A	\$1996 pa
	39.2.2	- Grade B	\$2647 pa
	39.2.3	- Grade C	\$3535 pa
		Without dependants	
	39.2.1	- Grade A	\$1393 pa
	39.2.2	- Grade B	\$1856 pa
	39.2.3	- Grade C	\$2477 pa
9	40.1	Assistance to staff members stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$49.20
		Other transport - with dependants	Actual reasonable expenses in excess of \$49.20 and up to \$329.55
		Other transport - without dependants	Actual reasonable expenses in excess of \$49.20 and up to \$162.80
		Rail travel	Actual rail fare less \$49.20
10	41	Insurance cover	Up to \$A 1,173
11	42.2	Exchanges	Actual cost
12	43.1	Room at home used as office	\$909 pa
13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2016)	0.94 per hour
14	45	Flying allowance (effective ffpp on or after 1 July 2016)	\$20.20 per hour
15	46.1	Uniforms, protective clothing and laundry allowance	\$4.75 per week

16	48.1	Garage and carport allowance	Per annum
		- Garage allowance	\$643 pa
		- Carport allowance	\$143 pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2016)	Per annum
		- Base Level Rate	\$1345 pa
		- Higher Level Rate	\$2021 pa
18	51.1	First aid allowance (effective ffpp on or after 1 July 2016)	Per annum
		- Holders of basic qualifications	\$866 pa
		- Holders of current occupational first aid certificate	\$1301 pa
19	94.1	Overtime meal allowances	Effective 1 July 2016
		Breakfast	\$29.40
		Lunch	\$29.40
		Dinner	\$29.40
		Supper	\$10.90

**Effective 1 July 2015**

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	
		Capital cities and high cost country centres (see list in item 2)	
	29.1.1	Breakfast	\$25.90
	29.1.2	Dinner	\$49.65
	29.1.3	Lunch	\$29.15
		Tier 2 and other country centres (see list in item 2)	
	29.1.1	Breakfast	\$23.20
	29.1.2	Dinner	\$45.70
	29.1.3	Lunch	\$26.50
2		Travelling allowances	
	26.8.2	Capital cities	Per day
		Adelaide	\$280.45
		Brisbane	\$328.45
		Canberra	\$291.45

		Darwin	\$339.45
		Hobart	\$255.45
		Melbourne	\$296.45
		Perth	\$356.45
		Sydney	\$308.45
	26.8.2	High cost country centres	Per day
		Albany (WA)	\$302.45
		Alice Springs (NT)	\$273.45
		Bordertown (SA)	\$258.45
		Bourke (NSW)	\$288.45
		Bright (VIC)	\$275.45
		Broome (WA)	\$383.45
		Bunbury (WA)	\$278.45
		Burnie (TAS)	\$283.45
		Cairns (QLD)	\$263.45
		Carnarvon (WA)	\$274.45
		Castlemaine (VIC)	\$263.45
		Chinchilla (QLD)	\$266.45
		Christmas Island (WA)	\$303.45
		Cocos (Keeling) Islands (WA)	\$408.45
		Colac (VIC)	\$261.45
		Dalby (QLD)	\$267.45
		Dampier (WA)	\$298.45
		Derby (WA)	\$313.45
		Devonport (TAS)	\$263.45
		Emerald (QLD)	\$279.45
		Esperance (WA)	\$258.45
		Exmouth (WA)	\$378.45
		Geraldton (WA)	\$298.45
		Gladstone (QLD)	\$310.45
		Gold Coast (QLD)	\$272.45
		Gosford (NSW)	\$263.45
		Halls Creek (WA)	\$322.45
		Hervey Bay (QLD)	\$280.45
		Horn Island (QLD)	\$323.45
		Jabiru (NT)	\$315.45
		Kalgoorlie (WA)	\$282.45
		Karratha (WA)	\$470.45
		Katherine (NT)	\$257.45
		Kingaroy (QLD)	\$257.45
		Kununurra (WA)	\$325.45

		Mackay (QLD)	\$284.45
		Maitland (NSW)	\$275.45
		Mount Isa (QLD)	\$283.45
		Mudgee (NSW)	\$258.45
		Newcastle (NSW)	\$278.45
		Newman (WA)	\$318.45
		Norfolk Island (NSW)	\$452.45
		Northam (WA)	\$286.45
		Orange (NSW)	\$278.45
		Port Hedland (WA)	\$418.45
		Port Lincoln (SA)	\$293.45
		Port Macquarie (NSW)	\$263.45
		Port Pirie (SA)	\$263.45
		Queanbeyan (NSW)	\$256.45
		Roma (QLD)	\$262.45
		Thursday Island (QLD)	\$323.45
		Wagga Wagga (NSW)	\$264.45
		Weipa (QLD)	\$261.45
		Whyalla (SA)	\$279.45
		Wilpena-Pound (SA)	\$290.45
		Wollongong (NSW)	\$259.45
		Wonthaggi (VIC)	\$261.45
		Yulara (NT)	\$403.45
26.8.2		Tier 2 country centres	Per day
		Albury (NSW)	\$246.15
		Ararat (VIC)	\$246.15
		Armidale (NSW)	\$246.15
		Ayr (QLD)	\$246.15
		Bairnsdale (VIC)	\$246.15
		Ballarat (VIC)	\$246.15
		Bathurst (NSW)	\$246.15
		Bega (NSW)	\$246.15
		Benalla (VIC)	\$246.15
		Bendigo (VIC)	\$246.15
		Broken Hill (NSW)	\$246.15
		Bundaberg (QLD)	\$246.15
		Ceduna (SA)	\$246.15
		Charters Towers (QLD)	\$246.15
		Coffs Harbour (NSW)	\$246.15
		Cooma (NSW)	\$246.15
		Dubbo (NSW)	\$246.15

		Echuca (VIC)	\$246.15
		Geelong (VIC)	\$246.15
		Goulburn (NSW)	\$246.15
		Griffith (NSW)	\$246.15
		Gunnedah (NSW)	\$246.15
		Hamilton (VIC)	\$246.15
		Horsham (VIC)	\$246.15
		Innisfail (QLD)	\$246.15
		Kadina (SA)	\$246.15
		Launceston (TAS)	\$246.15
		Lismore (NSW)	\$246.15
		Mildura (VIC)	\$246.15
		Mount Gambier (SA)	\$246.15
		Muswellbrook (NSW)	\$246.15
		Naracoorte (SA)	\$246.15
		Nowra (NSW)	\$246.15
		Port Augusta (SA)	\$246.15
		Portland (VIC)	\$246.15
		Queenstown (TAS)	\$246.15
		Renmark (SA)	\$246.15
		Rockhampton (QLD)	\$246.15
		Sale (VIC)	\$246.15
		Seymour (VIC)	\$246.15
		Shepparton (VIC)	\$246.15
		Swan Hill (VIC)	\$246.15
		Tamworth (NSW)	\$246.15
		Tennant Creek (NT)	\$246.15
		Toowoomba (QLD)	\$246.15
		Townsville (QLD)	\$246.15
		Tumut (NSW)	\$246.15
		Wangaratta (VIC)	\$246.15
		Warrnambool (VIC)	\$246.15
	26.8.2	Other country centres	\$224.15
	26.8.2	Incidental expenses when claiming actual expenses - all locations	\$18.75
	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	26.8.1	Incidental expenses	\$18.75
4		Camping allowance	Per night
	34.2.1	Established camp	\$31.15

	34.2.2	Non established camp	\$41.15
		Additional allowance for staff who camp in excess of 40 nights per year	\$9.80
5	35.2	Composite allowance (per day)	\$148.50
6		Use of private motor vehicle	Cents per kilometre
	36.3	Official business (all engine capacities)	66.0
	36.3	Casual rate (40% of official business rate)	26.4
		Motor cycle allowance (50% of the official business rate)	33.0
	36.7	Towing trailer or horse float (13% of the official business rate)	8.6
7		Camping equipment allowance	Per night
	38.2	Camping equipment allowance	\$30.85
	38.3	Bedding and sleeping bag	\$5.20
8		Remote areas allowance	Per annum
		With dependants	
	39.2.1	- Grade A	\$1970 pa
	39.2.2	- Grade B	\$2613 pa
	39.2.3	- Grade C	\$3490 pa
		Without dependants	
	39.2.1	- Grade A	\$1375 pa
	39.2.2	- Grade B	\$1832 pa
	39.2.3	- Grade C	\$2445 pa
9	40.1	Assistance to staff members stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$48.55
		Other transport - with dependants	Actual reasonable expenses in excess of \$48.55 and up to \$325.30
		Other transport - without dependants	Actual reasonable expenses in excess of \$48.55 and up to \$160.70
		Rail travel	Actual rail fare less \$48.55
10	41	Insurance cover	Up to \$A 1,173
11	42.2	Exchanges	Actual cost



12	43.1	Room at home used as office	\$897 pa
13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2015)	0.92 per hour
14	45	Flying allowance (effective ffpp on or after 1 July 2015)	\$19.68 per hour
15	46.1	Uniforms, protective clothing and laundry allowance	\$4.70 per week
16	48.1	Garage and carport allowance	Per annum
		- Garage allowance	\$635 pa
		- Carport allowance	\$141 pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2015)	Per annum
		- Base Level Rate	\$1312 pa
		- Higher Level Rate	\$1972 pa
18	51.1	First aid allowance (effective ffpp on or after 1 July 2015)	Per annum
		- Holders of basic qualifications	\$845 pa
		- Holders of current occupational first aid certificate	\$1269 pa
19	94.1	Overtime meal allowances	Effective 1 July 2015
		Breakfast	\$28.80
		Lunch	\$28.80
		Dinner	\$28.80
		Supper	\$10.75

**Effective 1 July 2014**

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	
		Capital cities and high cost country centres (see list in item 2)	
	29.1.1	Breakfast	\$25.35
	29.1.2	Dinner	\$48.65
	29.1.3	Lunch	\$28.55
		Tier 2 and other country centres (see list in item 2)	

	29.1.1	Breakfast	\$22.70
	29.1.2	Dinner	\$44.75
	29.1.3	Lunch	\$25.95
2		Travelling allowances	
	26.8.2	Capital cities	Per day
		Adelaide	\$278.25
		Brisbane	\$322.25
		Canberra	\$289.25
		Darwin	\$337.25
		Hobart	\$253.25
		Melbourne	\$294.25
		Perth	\$354.25
		Sydney	\$306.25
	26.8.2	High cost country centres	Per day
		Albany (WA)	\$300.25
		Alice Springs (NT)	\$271.25
		Bordertown (SA)	\$256.25
		Bourke (NSW)	\$286.25
		Bright (VIC)	\$273.25
		Broome (WA)	\$354.25
		Bunbury (WA)	\$276.25
		Burnie (TAS)	\$270.25
		Cairns (QLD)	\$261.25
		Carnarvon (WA)	\$272.25
		Castlemaine (VIC)	\$254.25
		Chinchilla (QLD)	\$264.25
		Christmas Island (WA)	\$271.25
		Cocos (Keeling) Islands (WA)	\$406.25
		Colac (VIC)	\$259.25
		Dalby (QLD)	\$265.25
		Dampier (WA)	\$296.25
		Derby (WA)	\$311.25
		Devonport (TAS)	\$256.25
		Emerald (QLD)	\$277.25
		Exmouth (WA)	\$376.25
		Geraldton (WA)	\$296.25
		Gladstone (QLD)	\$308.25
		Gold Coast (QLD)	\$270.25
		Gosford (NSW)	\$261.25
		Halls Creek (WA)	\$320.25

		Hervey Bay (QLD)	\$278.25
		Horn Island (QLD)	\$301.25
		Jabiru (NT)	\$313.25
		Kalgoorlie (WA)	\$280.25
		Karratha (WA)	\$468.25
		Katherine (NT)	\$255.25
		Kingaroy (QLD)	\$255.25
		Kununurra (WA)	\$323.25
		Mackay (QLD)	\$282.25
		Maitland (NSW)	\$273.25
		Mount Isa (QLD)	\$281.25
		Mudgee (NSW)	\$256.25
		Newcastle (NSW)	\$273.25
		Newman (WA)	\$316.25
		Norfolk Island	\$450.25
		Northam (WA)	\$284.25
		Orange (NSW)	\$270.25
		Port Hedland (WA)	\$416.25
		Port Pirie (SA)	\$261.25
		Queanbeyan (NSW)	\$254.25
		Roma (QLD)	\$260.25
		Thursday Island (QLD)	\$321.25
		Wagga Wagga (NSW)	\$262.25
		Weipa (QLD)	\$259.25
		Whyalla (SA)	\$266.25
		Wilpena-Pound (SA)	\$288.25
		Wollongong (NSW)	\$257.25
		Wonthaggi (VIC)	\$259.25
		Yulara (NT)	\$365.25
	26.8.2	Tier 2 country centres	Per day
		Albury (NSW)	\$244.10
		Ararat (VIC)	\$244.10
		Armidale (NSW)	\$244.10
		Ayr (QLD)	\$244.10
		Bairnsdale (VIC)	\$244.10
		Ballarat (VIC)	\$244.10
		Bathurst (NSW)	\$244.10
		Benalla (VIC)	\$244.10
		Bendigo (VIC)	\$244.10
		Broken Hill (NSW)	\$244.10
		Bundaberg (QLD)	\$244.10

		Ceduna (SA)	\$244.10
		Charters Towers (QLD)	\$244.10
		Coffs Harbour (NSW)	\$244.10
		Cooma (NSW)	\$244.10
		Dubbo (NSW)	\$244.10
		Echuca (VIC)	\$244.10
		Esperance (WA)	\$244.10
		Geelong (VIC)	\$244.10
		Goulburn (NSW)	\$244.10
		Gunnedah (NSW)	\$244.10
		Hamilton (VIC)	\$244.10
		Horsham (VIC)	\$244.10
		Innisfail (QLD)	\$244.10
		Kadina (SA)	\$244.10
		Launceston (TAS)	\$244.10
		Mildura (VIC)	\$244.10
		Mount Gambier (SA)	\$244.10
		Muswellbrook (NSW)	\$244.10
		Naracoorte (SA)	\$244.10
		Nowra (NSW)	\$244.10
		Port Augusta (SA)	\$244.10
		Portland (VIC)	\$244.10
		Port Lincoln (SA)	\$244.10
		Port Macquarie (NSW)	\$244.10
		Queenstown (TAS)	\$244.10
		Renmark (SA)	\$244.10
		Rockhampton (QLD)	\$244.10
		Sale (VIC)	\$244.10
		Seymour (VIC)	\$244.10
		Shepparton (VIC)	\$244.10
		Swan Hill (VIC)	\$244.10
		Tamworth (NSW)	\$244.10
		Tennant Creek (NT)	\$244.10
		Toowoomba (QLD)	\$244.10
		Townsville (QLD)	\$244.10
		Tumut (NSW)	\$244.10
		Warrnambool (VIC)	\$244.10
	26.8.2	Other country centres	\$222.10
	26.8.2	Incidental expenses when claiming actual expenses - all locations	\$18.70
	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate

3	26.8.1	Incidental expenses	\$18.70
4		Camping allowance	Per night
	34.2.1	Established camp	\$30.65
	34.2.2	Non established camp	\$40.50
		Additional allowance for staff who camp in excess of 40 nights per year	\$9.65
5	35.2	Composite allowance (per day)	\$146.15
6		Use of private motor vehicle	Cents per kilometre
	36.3	Official business	
		Engine capacity-	
		2601cc and over	77.0
		1601cc-2600cc	76.0
		1600cc or less	65.0
	36.3	Casual rate (40% of official business rate)	
		Engine capacity-	
		2601cc and over	30.8
		1601cc-2600cc	30.4
		1600cc or less	26.0
		Motor cycle allowance (50% of the 1600cc or less official business rate)	32.5
	36.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	10.0
7		Camping equipment allowance	Per night
	38.2	Camping equipment allowance	\$30.35
	38.3	Bedding and sleeping bag	\$5.10
8		Remote areas allowance	Per annum
		With dependants	
	39.2.1	- Grade A	\$1939 pa
	39.2.2	- Grade B	\$2572 pa
	39.2.3	- Grade C	\$3435 pa
		Without dependants	
	39.2.1	- Grade A	\$1353 pa
	39.2.2	- Grade B	\$1803 pa
	39.2.3	- Grade C	\$2406 pa
9	40.1	Assistance to staff members stationed in a remote area when travelling on recreation leave	

		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$47.80
		Other transport - with dependants	Actual reasonable expenses in excess of \$47.80 and up to \$320.20
		Other transport - without dependants	Actual reasonable expenses in excess of \$47.80 and up to \$158.15
		Rail travel	Actual rail fare less \$47.80
10	41	Insurance cover	Up to \$A 1,173
11	42.2	Exchanges	Actual cost
12	43.1	Room at home used as office	\$883 pa
13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2014)	0.90 per hour
14	45	Flying allowance (effective ffpp on or after 1 July 2014)	\$19.20 per hour
15	46.1	Uniforms, protective clothing and laundry allowance	\$4.65 per week
16	48.1	Garage and carport allowance	Per annum
		- Garage allowance	\$625 pa
		- Carport allowance	\$139 pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2014)	Per annum
		- Base Level Rate	\$1280 pa
		- Higher Level Rate	\$1924 pa
18	51.1	First aid allowance (effective ffpp on or after 1 July 2014)	Per annum
		- Holders of basic qualifications	\$824 pa
		- Holders of current occupational first aid certificate	\$1238 pa
19	94.1	Overtime meal allowances	Effective 1 July 2014
		Breakfast	\$28.20
		Lunch	\$28.20
		Dinner	\$28.20
		Supper	\$10.55

**Effective 1 July 2013**

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	
		Capital cities and high cost country centres	
		(see list in item 2)	
	29.1.1	Breakfast	\$24.90
	29.1.2	Dinner	\$47.75
	29.1.3	Lunch	\$28.00
		Tier 2 and other country centres	
		(see list in item 2)	
	29.1.1	Breakfast	\$22.30
	29.1.2	Dinner	\$43.85
	29.1.3	Lunch	\$25.45
2		Travelling allowances	
	26.8.2	Capital cities	Per day
		Adelaide	\$275.85
		Brisbane	\$319.85
		Canberra	\$286.85
		Darwin	\$320.85
		Hobart	\$250.85
		Melbourne	\$291.85
		Perth	\$351.85
		Sydney	\$301.85
	26.8.2	High cost country centres	Per day
		Alice Springs (NT)	\$268.45
		Albany (WA)	\$297.85
		Bourke (NSW)	\$283.85
		Bright (VIC)	\$254.85
		Broome (WA)	\$351.85
		Bunbury (WA)	\$273.85
		Burnie (TAS)	\$253.85
		Cairns (QLD)	\$258.85
		Carnarvon (WA)	\$269.85
		Castlemaine (VIC)	\$251.85
		Chinchilla (QLD)	\$261.85

		Christmas Island (WA)	\$268.85
		Cocos (Keeling) Islands (WA)	\$403.85
		Dalby (QLD)	\$262.85
		Dampier (WA)	\$293.85
		Derby (WA)	\$300.85
		Devonport (TAS)	\$253.85
		Emerald (QLD)	\$274.85
		Exmouth (WA)	\$373.85
		Geraldton (WA)	\$293.85
		Gladstone (QLD)	\$305.85
		Gold Coast (QLD)	\$267.85
		Halls Creek (WA)	\$317.85
		Hervey Bay (QLD)	\$275.85
		Horn Island (QLD)	\$298.85
		Jabiru (NT)	\$310.85
		Kalgoorlie (WA)	\$277.85
		Karratha (WA)	\$465.85
		Katherine (NT)	\$252.85
		Kingaroy (QLD)	\$252.85
		Kununurra (WA)	\$320.85
		Mackay (QLD)	\$270.85
		Mount Isa (QLD)	\$278.85
		Mudgee (NSW)	\$253.85
		Newcastle (NSW)	\$261.85
		Newman (WA)	\$313.85
		Norfolk Island	\$447.85
		Northam (WA)	\$281.85
		Port Hedland (WA)	\$377.85
		Port Pirie (SA)	\$258.85
		Thursday Island (QLD)	\$318.85
		Wagga Wagga (NSW)	\$259.85
		Weipa (QLD)	\$256.85
		Wilpena-Pound (SA)	\$285.85
		Wollongong (NSW)	\$254.85
		Whyalla (SA)	\$263.85
		Wonthaggi (VIC)	\$256.85
		Yulara (NT)	\$362.85
	26.8.2	Tier 2 country centres	Per day
		Ararat (VIC)	\$241.80
		Armidale (NSW)	\$241.80
		Bairnsdale (VIC)	\$241.80



	Ballarat (VIC)	\$241.80
	Bathurst (NSW)	\$241.80
	Bendigo (VIC)	\$241.80
	Bordertown (SA)	\$241.80
	Broken Hill (NSW)	\$241.80
	Bundaberg (QLD)	\$241.80
	Ceduna (SA)	\$241.80
	Coffs Harbour (NSW)	\$241.80
	Cooma (NSW)	\$241.80
	Dubbo (NSW)	\$241.80
	Echuca (VIC)	\$241.80
	Esperance (WA)	\$241.80
	Geelong (VIC)	\$241.80
	Gosford (NSW)	\$241.80
	Goulburn (NSW)	\$241.80
	Hamilton (VIC)	\$241.80
	Horsham (VIC)	\$241.80
	Innisfail (QLD)	\$241.80
	Kadina (SA)	\$241.80
	Launceston (TAS)	\$241.80
	Maitland (NSW)	\$241.80
	Mildura (VIC)	\$241.80
	Mount Gambier (SA)	\$241.80
	Muswellbrook (NSW)	\$241.80
	Naracoorte (SA)	\$241.80
	Nowra (NSW)	\$241.80
	Orange (NSW)	\$241.80
	Port Augusta (SA)	\$241.80
	Portland (VIC)	\$241.80
	Port Lincoln (SA)	\$241.80
	Port Macquarie (NSW)	\$241.80
	Queanbeyan (NSW)	\$241.80
	Renmark (SA)	\$241.80
	Rockhampton (QLD)	\$241.80
	Roma (QLD)	\$241.80
	Seymour (VIC)	\$241.80
	Shepparton (VIC)	\$241.80
	Swan Hill (VIC)	\$241.80
	Tamworth (NSW)	\$241.80
	Tennant Creek (NT)	\$241.80
	Toowoomba (QLD)	\$241.80
	Townsville (QLD)	\$241.80

		Tumut (NSW)	\$241.80
		Warrnambool (VIC)	\$241.80
	26.8.2	Other country centres	\$219.80
	26.8.2	Incidental expenses when claiming actual expenses - all locations	\$18.20
	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	26.8.1	Incidental expenses	\$18.20
4		Camping allowance	Per night
	34.2.1	Established camp	\$29.80
	34.2.2	Non established camp	\$39.40
		Additional allowance for staff who camp in excess of 40 nights per year	\$9.40
5	35.2	Composite allowance (per day)	\$142.15
6		Use of private motor vehicle	Cents per kilometre
	36.3	Official business	
		Engine capacity-	
		2601cc and over	75.0
		1601cc-2600cc	74.0
		1600cc or less	63.0
	36.3	Casual rate (40% of official business rate)	
		Engine capacity-	
		2601cc and over	30.0
		1601cc-2600cc	29.6
		1600cc or less	25.2
		Motor cycle allowance (50% of the 1600cc or less official business rate)	31.5
	36.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	9.75
7		Camping equipment allowance	Per night
	38.2	Camping equipment allowance	\$29.50
	38.3	Bedding and sleeping bag	\$4.95
8		Remote areas allowance	Per annum
		With dependants	
	39.2.1	- Grade A	\$1886 pa
	39.2.2	- Grade B	\$2502 pa
	39.2.3	- Grade C	\$3341 pa

		Without dependants	
	39.2.1	- Grade A	\$1316 pa
	39.2.2	- Grade B	\$1754 pa
	39.2.3	- Grade C	\$2340 pa
9	40.1	Assistance to staff members stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$46.50
		Other transport - with dependants	Actual reasonable expenses in excess of \$46.50 and up to \$311.50
		Other transport - without dependants	Actual reasonable expenses in excess of \$46.50 and up to \$153.85
		Rail travel	Actual rail fare less \$46.50
10	41	Insurance cover	Up to \$A 1,173
11	42.2	Exchanges	Actual cost
12	43.1	Room at home used as office	\$859 pa
13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2013)	0.88 per hour
14	45	Flying allowance (effective ffpp on or after 1 July 2013)	\$18.80 per hour
15	46.1	Uniforms, protective clothing and laundry allowance	\$4.50 per week
16	48.1	Garage and carport allowance	Per annum
		- Garage allowance	\$608 pa
		- Carport allowance	\$135 pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2013)	Per annum
		- Base Level Rate	\$1252 pa
		- Higher Level Rate	\$1881 pa
18	51.1	First aid allowance (effective ffpp on or after 1 July 2013)	Per annum
		- Holders of basic qualifications	\$806 pa
		- Holders of current occupational first aid	\$1211 pa

		certificate	
19	94.1	Overtime meal allowances	Effective 1 July 2013
		Breakfast	\$27.70
		Lunch	\$27.70
		Dinner	\$27.70
		Supper	\$10.25

J. D. STANTON, Commissioner

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006180)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **Arrangement**

#### PART A

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

#### PART B

#### MONETARY RATES

Table 1 - Full-time Weekly Wage Rates

Table 2 - Hourly Wage Rates

Appendix A - Skill Levels

### **PART A**

#### **1. Title**

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

#### **2. Application**

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

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

### 3. Objective

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

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

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

### 4. Definitions

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

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

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

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

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

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

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

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

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

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

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

"State Training Services" is the New South Wales Department of Industry.

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

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

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

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

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

## 5. Training Conditions

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

## 6. Employment Conditions

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



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

## 7. Wages

- (a)
- (i) The weekly wages payable to trainees are as provided in Table 1 - Full-time Weekly Wage Rates, of Part B, Monetary Rates.
  - (ii) These wage rates will only apply to trainees while they are undertaking an approved traineeship which includes an approved training course or training program as defined in this award.
  - (iii) The wage rates prescribed by this clause do not apply to complete trade level training covered by the apprenticeship system.
  - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2015. These adjustments may be offset against any equivalent over-award payments and/or award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  - (v) The rates in this award recognise the 2015 Fair Work Commission's Annual Wage Review Decision and are paid in settlement of any claim for increased wages should these Decisions be adopted for the purposes of this award under the Industrial Relations Act 1996.
- (b) Appendix A to Part B, Monetary Rates, sets out the general skill levels for traineeships. The determination of the appropriate skill level for each approved traineeship is based on the following criteria:
- (i) any agreement of the parties;
  - (ii) the nature of the industry;
  - (iii) the total training plan;
  - (iv) recognition that training can be undertaken in stages; and
  - (v) the exit skill level in the relevant industrial instrument contemplated by the training contract.
- If the parties disagree with such determination, any party to the award may seek to have the matters in dispute determined by the Industrial Relations Commission of New South Wales.
- (c) For the purposes of this award, "out of school" refers only to periods out of school beyond Year 10, and is deemed to:
- (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
  - (ii) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
  - (iii) not include any period during a calendar year in which a year of schooling is completed;
  - (iv) have effect on an anniversary date, being 1 January in every year.
- (d) For the purposes of this award, any person leaving school before completing Year 10 is deemed to have completed Year 10.

- (e) At the conclusion of the traineeship, this award ceases to apply to the employment of the trainee and the relevant industrial instrument applies to the former trainee.

### 8. Part-Time Traineeships

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

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

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

### 9. School-Based Traineeships

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

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

#### Weekly Wage Rates

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

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

Note: 28 in the above average formula represents 35 ordinary full-time hours minus the average training time for full-time trainees (i.e. 20%). The formula will be adjusted if the relevant industrial instrument specifies different ordinary full-time hours. For example, if the ordinary weekly hours are 38, 30.4 will replace 28.

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

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

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

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

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

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

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

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

So the wage rate in Year 10 is:

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

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

#### Hourly Wage Rates

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

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

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

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

Note: 20% is the average proportion of time spent in approved training which has been taken into account in setting the wage rates for most full-time traineeships.

### 11. Grievance and Dispute Settling Procedures

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

Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the trainee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the agency head or delegate.

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

### 12. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identify, age and responsibilities as a carer.
- (b) It follows that, in fulfilling their obligations under clause 11, Grievance and Dispute Settling Procedures, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

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

- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Notes:

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

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

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

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

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 2 August 2016.

Changes made to this award subsequent to it first being published on 24 April 2009 (367 I.G. 1047) have been incorporated into this award as part of the review.

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

**PART B****MONETARY RATES****Table 1 - Full-Time Weekly Wage Rates**

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

**Diploma**

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

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

**Skill Level A**

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

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

**Skill Level B**

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

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

**Skill Level C**

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

Highest Year of Schooling Completed			
	Year 10 1.7.2016	Year 11 1.7.2016	Year 12 1.7.2016
School leaver	304.80	335.90	386.80
Plus 1 year out of school	335.90	386.80	435.30

Plus 2 years	386.80	435.30	484.80
Plus 3 years	435.30	484.80	542.60
Plus 4 years	484.80	542.60	542.60
Plus 5 years or more	542.60	542.60	542.60

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

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

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

**Table 2 – Hourly Wage Rates**

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

Trainees who have left school:

#### Diploma

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

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

#### Skill Level A

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

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

**Skill Level B**

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

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

**Skill Level C**

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

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

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

**Skill Levels**

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

J. D. STANTON, Commissioner



## **CROWN EMPLOYEES (RURAL FIRE SERVICE MAJOR INCIDENT CONDITION 2011) INTERIM AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007074)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties to the Interim Award
4.	Duration of the Interim Award
5.	Relationship to Other Awards
6.	Major Incident Conditions

#### **2. Title**

- 2.1 This award shall be known as the Crown Employees (Rural Fire Service Major Incident Condition 2011) Interim Award.

#### **3. Parties to the Award**

- 3.1 Department of Rural Fire Service and Industrial Relations Secretary; and
- 3.2 Public Service Association and Professional Officer's Association Amalgamated Union of New South Wales.

#### **4. Duration of the Award**

- 4.1 The Interim Award will operate from 22 December 2011 until 30 September 2012; or later date when replaced by a new award to replace the current Crown Employees (Rural Fire Service) Award.
- 4.2 This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (Rural Fire Service Major Incident Condition 2011) Interim Award published 31 August 2012 (374 I.G. 582), 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 2 August 2016.

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

### 5. Relationship to other Awards

- 5.1 Clause 15.2.8 of the Crown Employees (Rural Fire Service) Award has no effect during the nominal term of this award.

### 6. Major Incident Conditions

- 6.1 Staff members who undertake Fire Fighting Incident Duties on any shift, or Incident Management Duties on night shift, shall be provided with a 24 hour break at payment of single time rates after the completion of 3 consecutive shifts.
- 6.2 Staff members who undertake Incident Management Duties on day shift shall be provided with a 24 hour break at payment of single time rates at the completion of 3 consecutive shifts, or if requested by the RFS and if agreed to by the staff member, after the completion of up to 5 consecutive shifts.
- 6.3 Staff members who undertake catering or administrative assistance shall be provided with a 24-hour break with payment at single time rates after the completion of up to 5 consecutive shifts.
- 6.4 For the purpose of this clause:

Fire Fighting Incident Duties are defined as the arduous duties undertaken by:

1. Air Attack Supervisors, Airborne Systems Operators and Air Observers; and
2. Rapid Aerial Response Teams (RART) and Remote Area Fire Fighting Teams (RAFT).

Incident Management Duties are defined as duties performed by Incident Management Team roles involved in the management of a major incident that do not include Fire Fighting Incident Duties, catering or administrative assistance.

J. D. STANTON, Commissioner

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**CROWN EMPLOYEES (RURAL FIRE SERVICE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007064)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD****PART A****1. Arrangement**

## PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties to the Award
4.	Definitions
5.	Classification and Salary Rates
6.	Conditions of Employment
7.	Hours of Work
8.	Attendance and Working Arrangements
9.	Background to Work Hours Arrangements
10.	Requirement to Work Additional Hours
11.	Agreed Absences
12.	Annualised Conditions Allowance (ACA)
13.	After Hours Allowance
14.	District Support Staff/Fleet Roles and Allowances
15.	Major Incident Conditions
16.	Operational Communications Centre (OCC)
17.	Staff Members who are Volunteer Members
18.	Anti-Discrimination
19.	Area, Incidence and Duration

## PART B

## MONETARY RATES

20.	Schedule A - Salary Rates - RFS Officers
21.	Schedule B - Salary Rates - RFS Officers (OCC)
22.	Schedule C - Allowances

**2. Title**2.1 This Award shall be known as the *Crown Employees (Rural Fire Service) Award*.**3. Parties to the Award**

3.1 Department of Rural Fire Service and Industrial Relations Secretary; and

- 3.2 Public Service Association and Professional Officer's Association Amalgamated Union of New South Wales.

#### 4. Definitions

- 4.1 "Act" means the *Government Sector Employment Act 2013*.
- 4.2 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 4.3 "At the convenience of" means the operational requirements 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.
- 4.4 "Award" means an award as defined in the *Industrial Relations Act 1996*.
- 4.5 "Business Unit" means a section or part of the organisation that has a dedicated budget and/or corporate goals or objectives that need to be achieved as part of the overall strategic plan for the Rural Fire Service.
- 4.6 "Casual Employee" means any employee engaged in terms of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.
- 4.7 "Conditions Award" means the *Crown Employees (Conditions of Employment) Reviewed Award 2009* or award replacing it.
- 4.8 "Commissioner" means the Division Head or Chief Executive Officer of the Rural Fire Service or a person authorised by the Commissioner through delegated authority.
- 4.9 "Duty Officer" means a staff member rostered for duty or operating after hours, as directed by the Commissioner (under the *Rural Fires Act 1997*), to serve as coordinator of the Commissioner's emergency response organisation by receiving and passing on reports and other information, alerting reserve resources when necessary, liaising with other organisations involved in emergency response and performing normal duties as required.
- 4.10 "Incident" means an unscheduled activity such as wildfire suppression, flood or storm relief, search and rescue, cetacean rescue, accident and substance spill attendance, or as otherwise approved by the Commissioner, but does not include hazard reductions.
- 4.11 "Incident Controller" means a staff member who has been appointed by the Commissioner and is responsible for incident activities including the development and implementation of strategic decisions and approving the ordering and releasing of resources.
- 4.12 "Incident Duties" means all work involved in incidents for which there is Rural Fire Service participation from when an event is declared an incident, until it is declared over by the incident controller.
- Duties may include the initial reporting, reconnaissance, organisation of resources, control, mop up, control to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene (refer to the Major Incident Conditions clause in this Award).
- 4.13 "JCC" - means the RFS Joint Consultative Committee that meets on a regular basis to formally address matters of mutual interest and concern, and encourage and facilitate workplace reform and equitable, innovative and productive workplace relations.
- 4.14 "Major Incident Conditions" means the conditions that apply in circumstances where an incident is declared by the Commissioner.

- 4.15 "Normal work", for the purposes of the Grievance and Dispute Settling Procedures in this Award, means the work carried out in accordance with the staff member's role at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.
- 4.16 "On-call (General)" means, unless already eligible for an on-call allowance under an annualised arrangement or other industrial instrument, a staff member shall be entitled to be paid an on call allowance when directed by the Rural Fire Service to be on call outside the staff member's normal working hours.
- 4.17 "On-call (Major Incident)" means the requirement for staff, as defined by this Award, to respond to the Rural Fire Service's matters while on or off duty without necessarily returning to their normal place of employment or residence, the response being necessary to assist in bringing an incident to a satisfactory conclusion.

This requirement does not include times when such staff members are on approved annual or long service leave.

- 4.18 "SERM Act" means the *State Emergency and Rescue Management Act 1989*.
- 4.19 "Service" or "Rural Fire Service" or "RFS" means the Department of Rural Fire Service as defined in Schedule 1 of the Act and also referred to as the NSW Rural Fire Service.
- 4.20 "Staff" or "Staff Member" means an officer or a temporary employee (including District, Head Office, Region and Operational Communications Centre) as defined in the Act and, unless otherwise specified in this Award, includes both full-time and part-time staff.

### **5. Classification and Salary Rates**

- 5.1 The classification under this award is titled "RFS Officer".
- 5.2 The salary rates are set out in Part B Monetary Rates, Schedule A - Salary Rates - RFS Officers and Schedule B - Salary Rates - RFS Officers (OCC) of this award.
- 5.3 The salary rates are set in accordance with the *Crown Employees (Public Sector - Salaries 2016) Award* or any variation or replacement award.
- 5.4 Annual incremental progression within a level or broad banded levels shall be:
- 5.4.1 On the anniversary of appointment to a role; and
- 5.4.2 Subject to a satisfactory performance report by the Supervisor.

### **6. Conditions of Employment**

- 6.1 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*, *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2016) Award* or any awards replacing these awards.
- 6.2 Where there may be inconsistencies between this Award and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, or any other public service award, agreement or industrial instrument that would otherwise cover staff of the Rural Fire Service, the arrangements in this Award shall prevail.

### **7. Hours of Work**

- 7.1 Notionally staff will work a 35-hour week worked any time from Monday to Sunday.

- 7.2 The normal working week shall be Monday to Friday with standard office hours from 9.00am to 5.00pm.
- 7.3 The bandwidth for working the 35 hours will normally be between 7.00am and 7.00pm unless otherwise agreed.
- 7.4 The Rural Fire Service shall take appropriate measures to comply with the provisions of the *Industrial Relations Act 1996* which require that the ordinary hours of employment of staff shall not exceed a maximum of 35 hours per week, averaged over a 12 week period.
- 7.5 Staff members shall attend their place of employment for sufficient hours to perform their duties and to service Business Unit clients. The duties are those as defined in the approved Role Description for the job and the agreed performance management criteria for the role staff are appointed to or in which they are acting.
- 7.6 A settlement period shall be each calendar month for the purposes of the taking or accumulation of an agreed absence.
- 7.7 Local arrangements between staff and supervisors will be aimed at achieving the key result areas for each role in compliance with the Corporate Plan and the corresponding Business Plan for each Business Unit.
- 7.8 Standard hours are set and regular hours of operation as determined by the Commissioner from time to time to meet organisational requirements.
- 7.9 Overtime is all time approved or directed to be worked before 7.30am or after 6.00pm on a normal workday between Monday to Friday, or on weekends and public holidays at the direction of the Commissioner.

#### **8. Attendance and Working Arrangements**

- 8.1 There are no fixed rules regarding attendance times or days and subsequently, there is no requirement upon individuals to maintain any formal record of hours worked.
- 8.2 Staff members may however choose to keep their own personal record or diary of hours worked to ensure the provisions of the *Industrial Relations Act 1996* as defined in subclause 7.4 of clause 7, Hours of Work are complied with.
- 8.3 Within the parameters of this clause, staff covered by this arrangement may reach mutual agreement with their supervisor regarding hours of work.
- 8.4 Such working hours need to be sufficient to satisfy the working requirements of the Business Unit in accordance with agreed performance criteria.
- 8.5 Each Business Unit will maintain a daily register of staff attendance.
- 8.6 This register will also serve as the Monthly Leave Return required for auditing purposes to confirm attendance of staff at work.

#### **9. Background to Work Hours Arrangements**

- 9.1 The arrangements set out in this clause are those that apply to all categories of staff covered by this Award unless otherwise specified by the Commissioner in accordance with subclause 7.8 of clause 7, Hours of Work.
- 9.2 The work hours scheme is based on a high level of trust and mutual respect between management and staff and is designed to build on and maximise the level of positive communication and understanding between management and staff.

- 9.3 Management and staff agree that achievement of Corporate Goals, meeting deadlines, provision of client services and completion of tasks in accordance with commitments is the business of the Rural Fire Service.
- 9.4 The work hours scheme is designed to provide a professional approach to the conduct of the Rural Fire Service as a business with a substantial volunteer base, with a balance between working life and private life for each staff member and typified by "a fair day's pay for a fair day's work".

#### **10. Requirement to Work Additional Hours**

- 10.1 The Commissioner may require a staff member to perform duty beyond the hours determined under this award but only if it is reasonable for the staff member to be required to do so.
- 10.2 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.
- 10.3 In determining what is unreasonable, the following factors shall be taken into account:
- 10.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
  - 10.3.2 any risk to staff member health and safety,
  - 10.3.3 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,
  - 10.3.4 the notice (if any) given by the Commissioner regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
  - 10.3.5 any other relevant matter.

#### **11. Agreed Absences**

- 11.1 Staff members covered by this arrangement shall be entitled to one day off per calendar month every calendar year (except staff on standard hours) in recognition of the hours worked and professional commitment to the organisation.
- 11.2 The day to be absent from work shall be referred to as an "agreed absence" and shall be taken at a time that is mutually agreed between the staff member and supervisor.
- 11.3 By agreement, and at the convenience of the Rural Fire Service, more flexible arrangements in relation to agreed absences may be made between staff members and supervisors on a local basis to meet personal and business requirements.
- 11.4 To meet either unforeseen circumstances or regular deadlines such as end of financial year accounts processing, staff members and supervisors may agree that staff members may postpone an agreed absence for one or more months.
- 11.5 The taking of postponed agreed absences is a matter for local arrangement between the staff member and his or her supervisor.
- 11.6 Subject to agreement, up to 5 agreed absences may be conserved by a staff member during any one calendar year, during which time:
- 11.6.1 conserved days may be taken, subject to arrangement with the supervisor; or
  - 11.6.2 up to five (5) agreed absences may be "cashed in" at the staff member's ordinary salary rate of pay.

11.6.3 conserved days in excess of five (5) at the end of each calendar year will be forfeited unless the Commissioner approves otherwise.

## 12. Annualised Conditions Allowance (ACA)

- 12.1 The ACA is an allowance paid in lieu of all foreseeable on-call, after hours, excess travelling time, programmed overtime, uniform/laundry and garage/carport.
- 12.2 This is an all-inclusive allowance capped at the maximum payable rate of 15% of the salary in Schedule A, Salary Rates - RFS Officers, in accordance with the Matrix below:

	Program Overtime	After Hours	Excess Travel Time	On-call	Garage/ Carport	Uniform/ Laundry	
Scenario 1	✓	✓	✓	✓	✓	✓	15.00%
Scenario 2	✓	✓	✓		✓	✓	14.00%
Scenario 3	✓	✓		✓	✓	✓	13.00%
Scenario 4	✓		✓	✓	✓	✓	12.00%
Scenario 5	✓		✓	✓			11.50%
Scenario 6	✓	✓			✓	✓	11.00%
Scenario 7	✓		✓		✓	✓	10.50%
Scenario 8	✓		✓			✓	10.00%
Scenario 9	✓			✓	✓	✓	9.00%
Scenario 10	✓			✓			8.50%
Scenario 11		✓	✓		✓	✓	8.00%
Scenario 12	✓				✓	✓	7.00%
Scenario 13	✓						6.50%
Scenario 14		✓			✓	✓	6.00%
Scenario 15			✓		✓	✓	5.00%

- 12.3 Where no scenario exists in the Matrix to meet the particular requirements of an eligible staff member, the next nearest percentage shall be requested with an accompanying submission with full justification, and if supported by the manager, referred to the Commissioner for due consideration.
- 12.4 The Executive Director Membership and Strategic Services is to be informed of any such approvals.
- 12.5 The exception to subclause 12.1 of this clause is where major incident conditions are declared or where extenuating circumstances exist and are approved by the Commissioner.
- 12.6 The ACA must be applied for by a staff member and duly approved by an officer with the appropriate RFS delegation.
- 12.7 The ACA applies to a role and not to a staff member.
- 12.8 Where a staff member in receipt of the ACA is seconded or temporarily transferred to a role (or on a special project) for a period greater than 3 months and that role does not attract the ACA, they will not receive the allowance for the period they occupy the temporary role.
- 12.9 A staff member in receipt of the ACA may, on an annual basis as at 30 June, elect to opt out of the ACA and revert to the normal award provisions as they may apply.
- 12.10 The applicability of the ACA is reviewed annually as at 30 June against the functionality of the role through the ACA Review Panel.
- 12.11 The ACA Review Panel comprises representatives from the RFS and the Association and it makes recommendations to the Commissioner.



- 12.12 A staff member who does not agree with the outcome of a particular review or decision in relation to this clause may access the Service's Grievance Handling Procedures for resolution.
- 12.13 The ACA is not considered salary for superannuation and termination purposes.

### **13. After Hours Allowance**

- 13.1 The After Hours Allowance is payable to staff for work undertaken outside of normal hours of duty where the staff member will be required to be available for contact and immediate response to a call and any minor follow up work that may result from a call.
- 13.2 This allowance is not payable where a staff member is eligible for an annualised allowance under clause 12, Annualised Conditions Allowance of this Award.
- 13.3 A weekly allowance as per Item 1 of Schedule C, Allowances of Part B, Monetary Rates shall be paid to cover all time outside the normal working hours that a staff member is required to be available for contact and immediate response to a call.
- 13.4 In support of payment of such an allowance, and where determined by the Commissioner, this arrangement shall include the provision of an appropriate work area to perform the functions required by the Rural Fire Service.
- 13.5 The allowance shall compensate the staff member for routine incidents and minor follow-up work that may result from a call.
- 13.6 Where a staff member is rostered on duty under this clause on a public holiday, a day in lieu will be given and is to be taken at a mutually agreeable time.
- 13.7 This allowance can be rotated to accommodate other staff members rostered on to undertake these duties as required.
- 13.8 In special circumstances, application may be made to the Commissioner for the payment of overtime over and above this allowance where extenuating circumstances can be demonstrated that would not normally be covered by the intent of this clause.

### **14. District Support Staff/Fleet Roles and Allowances**

- 14.1 The Commissioner shall, on application, approve the payment of the appropriate allowances as set out in Item 2 of Schedule C, Allowances of Part B, Monetary Rates.
- 14.2 Training and Multi-skilling
- 14.2.1 Following the provision of adequate in house training, district support staff/fleet shall be required to undertake a range of basic cross-classification activities within statutory limitations.
- 14.2.2 District support staff/fleet shall be required to undertake such cross classification activities when there is insufficient work in a staff member's normal classification or where the reallocation of staff is required to meet the Rural Fire Service's exigencies.
- 14.2.3 Any district support staff/fleet undertaking cross-classification activities in terms of this subclause is required to carry out those activities in a responsible and competent manner.
- 14.3 The Rural Fire Service may enter into arrangements to engage Apprentices.
- 14.4 The District Staff (Fleet) Allowances in Item 2 of Schedule C, Allowances of Part B, Monetary Rates of this award are increased in accordance with the relevant tool allowances in the *Crown Employees (Skilled Trades) Award* as varied from time to time, and the *Crown Employees Wages Staff (Rates of Pay) Award 2016* or any replacement award for the electrical trades.

### 15. Major Incident Conditions

- 15.1 The following conditions apply in circumstances where an incident is declared and/or approved by the Commissioner or State of Emergency as declared under the *SERM Act* until such time as the declaration of the incident is lifted.
- 15.2 Conditions
- 15.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the staff member's substantive salary rate in Schedule A or Schedule B of Part B, Monetary Rates.
- 15.2.2 Call out to attend an incident will be paid in accordance with the provisions of this Award.
- 15.2.3 All travel to and from an incident will be paid as if part of the incident.
- 15.2.4 Start and finish times:
- 15.2.4.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace, plus 30 minutes.
- 15.2.4.2 On a rostered day off, start will be on leaving place of abode and finish will be on return to place of abode, plus 30 minutes.
- 15.2.4.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be at the time of the call and finishing time will be on return to accommodation, plus 30 minutes.
- 15.2.5 A normal shift is 7 hours, but staff members may be required to work up to a maximum of 12 hours. However, the initial shift following the declaration of an incident may extend to a maximum of 16 hours within the 24-hour period.
- 15.2.6 The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the incident.
- 15.2.7 A minimum 10-hour break, not including travelling time, must be taken between shifts.
- 15.2.8 This clause is now replaced by the conditions contained within the *Crown Employees (Rural Fire Service Major Incident Conditions 2011) Interim Award*.
- 15.2.9 It is the responsibility of the Incident Controller or nominee to ensure that reasonable shift and rest periods are adhered to.
- 15.2.10 If a staff member is away from their own place of work for the purposes of attending an incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or to their usual place of work, whichever is the sooner.
- 15.2.11 Staff members required to work on their allocated agreed absence will be allowed to bank the day off to be cashed in or taken at a later date in accordance with the work hours arrangements in this Award.
- 15.2.12 Staff members directed to return from annual leave to attend an incident will be compensated for pre-paid accommodation and return travel from their leave destination to home at either first class rail travel or economy air travel rate for themselves and any dependents or at official business rate if a private vehicle is used.
- 15.2.13 Staff members will be further compensated by single hourly rate for all hours travelled. Such staff members will have the same option as staff members called from an agreed absence day off.

15.2.14 No staff member shall have time deducted from pay for meal breaks unless they are actually relieved of incident duties for the period of the break and clean-up time, e.g., 30-45 minutes. Where meals are provided to a staff member on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

15.3 Payment Associated With Incidents

15.3.1 Shift Loadings:

A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day	at or after 6am and before 10am	Nil
Afternoon	at or after 10am and before 1pm	10%
Afternoon	at or after 1pm and before 4pm	12½%
Night	at or after 4pm and before 4am	15%
Night	at or after 4am and before 6am	10%

15.3.2 The loadings specified in this subclause shall only apply to shifts worked from Monday to Friday.

15.3.3 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.

15.3.4 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.

15.3.5 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.

15.3.6 Public Holidays:

For shift workers working on a Public Holiday, the following shall apply:

15.3.6.1 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.

15.3.6.2 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;

15.3.6.3 a shift worker rostered off duty on a Public Holiday shall be paid one day's pay for that Public Holiday or have one day added to his/her annual holidays for each such day;

15.3.7 These allowances shall not apply to any overtime worked.

15.3.8 Staff in receipt of an ACA shall have access to overtime in accordance with the provisions of this clause at the rate of salary in Schedule A, Salary Rates - RFS Officers.

## 15.4 Family

15.4.1 The Rural Fire Service will compensate staff members for additional dependent care expenses (receipts must be provided) relating to time worked during the incident.

15.4.2 This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller and approved by the Commissioner.

## 15.5 Provision of Meals and Accommodation whilst Working on Incident

15.5.1 The Rural Fire Service will generally provide meals, including breakfast, lunch and dinner, and provide supper for staff members working night shift.

15.5.2 If no meal is supplied, a payment of an amount per meal as set out in the Crown Conditions Award shall be made.

15.5.3 Wherever possible, staff members will be allowed to return home or the Rural Fire Service will provide suitable accommodation.

15.5.4 Where returning home or to other accommodation is not possible or practical and the staff members are required to camp, they will be paid the appropriate allowance as set out in the Conditions Award.

## 15.6 "On call"

15.6.1 "On call" means the requirement for staff, as defined by this Award, to respond to the Rural Fire Service's matters while on or off duty without necessarily returning to their normal place of employment or residence, the response being necessary to assist in bringing an incident to a satisfactory conclusion.

15.6.2 This requirement does not include times when such staff are on approved annual or long service leave.

### **16. Operational Communications Centre (OCC)**

16.1 The shift work provisions of the Conditions Award shall apply unless otherwise specified in this clause.

## 16.2 Roster Details

16.2.1 The OCC will operate on a 24 hour per day, 7 days per week basis across the whole year.

16.2.2 Roster arrangements shall be outlined in advance for staff.

16.2.3 The rotating roster covers a 12 week period and staff will be rostered an equitable allocation of shifts across the period and therefore across a full year.

## 16.3 Time Span of Each Shift

16.3.1 The two shift rosters operating each day for staff will be:

(i) Day Shift                      6am (06:00) to 6pm (18:00)

(ii) Night Shift                    6pm (18:00) to 6am (06:00)

Swing Shift                      Rostered as required

16.3.2 Staff members will be rostered to undertake 35 x 12-hour shifts per 12 weeks for a total of 420 ordinary hours.

16.4 Swing Shift

16.4.1 A "swing shift" (SS) will be allocated where the need arises to cover busy periods.

16.4.2 The Swing Shift may be staffed by an RFS staff member or by agency staff member through an employment agency with suitable staff.

16.5 Staffing

16.5.1 At a minimum, each shift will consist of a Senior Operational Communications Officer and Operational Communications Officer(s).

16.6 Averaging-Out Shift Penalties (ASP)

16.6.1 The shift penalties applicable have been 'Averaged-Out' for all OCC staff - abbreviated to the "ASP".

16.6.2 The ASP allows OCC staff members to receive a consistent fortnightly salary payment, which removes the need for frequent salary adjustment due to rotating shift arrangements.

16.6.3 The calculation of the ASP based on the 12-week roster is as follows:

Shifts	Type of Shift	Hours	Total	Loading	Total	
12	Mon to Fri - Day	12:00	144:00	0%	0	144:00
11	Mon to Fri - Night	12:00	132:00	15%	19.80	151.80
	Mon to Fri Total					295:80
6	Saturday Total	12:00	72:00	50%	36:00	108:00
6	Sunday Total	12:00	72:00	75%	54.00	126.00
	Sat and Sun Total					234:00
	Total Hours Paid					529:80

529:80 paid hours divided by 420 ordinary hours = 1.2614

To express 1.26 as a percentage: (1.2614 x 100%) = 126.14%

Therefore ASP = 26.14%

16.6.4 The ASP is paid for all normal rostered work undertaken plus during periods of annual leave, sick leave, family and community leave, special leave and study leave.

16.6.5 The ASP will not compensate for Public Holidays, overtime worked and during periods of extended leave, parental leave and military leave.

16.6.6 Public Holidays and overtime will be paid at the appropriate Award rate.

16.7 Shiftwork Rostering and Administration

16.7.1 In compliance with the staffing requirement of this clause, a minimum of two (2) people is required on every shift.

16.7.2 Shift rosters will be developed to ensure the equitable allocation of shifts to all OCC staff wherever possible across the whole twelve (12) week period.

16.7.3 Formal handovers will occur towards the end of the twelve (12) hour shift by the Senior Operational Communications Officer through the completion in writing of the appropriate pro forma documentation currently used in the OCC.

- 16.7.4 Extra shifts will be filled using the swing shift facility. RFS may use existing staff on overtime or temporary agency staff on contract to staff the swing shifts as required.
- 16.7.5 Staff meetings and announcements shall be through e-mail which has proved to be the most efficient and equitable way to communicate with staff to date.
- 16.7.6 If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence. Wherever possible, staff shall preferably provide a minimum of 24 hours notice.
- 16.7.7 Where a staff member stays back to cover the late arrival of another staff member, the extra hours past the twelve (12) hour shift shall be calculated at applicable overtime rates. Staff members shall not be expected to work more than four (4) extra hours.
- 16.7.8 Payment for overtime shall be made only where the staff member works approved or directed overtime.
- 16.7.9 Staff who wish to change an allocated shift on the roster can do so through mutual agreement with another staff member but must formally notify their manager of such a change as soon as this is agreed in writing.
- 16.7.10 The Rural Fire Service will maintain its ongoing support to flexible work practices to assist staff meet their family and community service commitments on a case-by-case basis.

16.8 Other Leave Entitlements

- 16.8.1 With the operation of a twelve (12) hour shift all leave taken will be calculated on an hourly basis as demonstrated below with the sick leave comparison:

Sick leave for non-shift workers			Sick leave for 12 hr OCC shift workers			
	Accrual	Debit		Accrual		Debit
Full Day	7:00 hrs	7:00 hrs	Full Day	7:00 hrs	Full Shift	12:00 hrs
½ Day	3:30 hrs	3:30 hrs	½ Day	3:30 hrs	½ Shift	6:00 hrs
¼ Day	1:75 hrs	1:75 hrs	¼ Day	1:75 hrs	¼ Shift	3:00 hrs
Sick Leave Entitlement is 15 days			Sick Leave Entitlement is 105 hours			

15 days at 7 hours = Total converted entitlement of 105 hours.

- 16.8.2 The same conversions apply to other leave such as annual leave:

20 days at 7 hours = Total converted entitlement of 140 hours.

16.9 Meal Breaks

- 16.9.1 The shift roster provides for a one-hour paid crib break during a twelve (12) hour shift taken in two 30 minute allocations.
- 16.9.2 Where a staff member works an additional shift as approved or directed overtime, the paid crib breaks as per 16.9.1 shall also apply.
- 16.9.3 No staff member shall be required to work more than five (5) consecutive hours without a meal break.

- 16.9.4 OCC Staff members may take a 10-minute tea 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.

#### 16.10 Opportunities for Training and Personal Development

- 16.10.1 The twelve-week shift roster provides for operational training to be undertaken during normal shift hours Monday to Friday in keeping with current practice.

#### 16.11 Annual Leave and Annual Leave Loading

- 16.11.1 OCC staff will be entitled to 4 weeks annual leave (converted to 140 hours), which includes four weekends or rest days.
- 16.11.2 Payment for leave loading is replaced by the ASP which attracts a higher remuneration level.

#### 16.12 Salary Rates and Classification

- 16.12.1 The salary rates in Part B Monetary Rates, Schedule B, RFS Officers (OCC) of this award apply to OCC staff members.

### **17. Staff Members who are Volunteer Members**

#### 17.1 General

- 17.1.1 Staff members who are volunteer members of, but not limited to:

NSW Rural Fire Service;  
Bushwalkers' Federation;  
Cave Rescue Association;  
State Emergency Service;  
Royal Volunteer Coastal Patrol;  
Volunteer Rescue Association of NSW (or affiliated groups); or  
Wireless Institute Civil Emergency Network;  
Australian Volunteer Coast Guard Association.

May be granted special leave of up to 5 days in any period of 12 months for the purpose of assisting as volunteers in one of the above-mentioned organisations.

- 17.1.2 However, this situation does not cover declared emergencies as described in subclause 17.2, Declared Emergencies of this clause.
- 17.1.3 A staff member who is a volunteer as described in this clause requires the permission of their supervisor, or have pre approval, prior to attending any such volunteer activities.
- 17.1.4 A supervisor may only approve of a volunteer attending a callout if it will have minimal affect on the normal routine of the office.

#### 17.2 Declared Emergencies

- 17.2.1 If a situation arises requiring an incident response, or an incident is declared under section 44 of the *Rural Fires Act 1997* or a State of Emergency is declared under the *SERM Act*, staff who volunteer to assist are granted special leave with no limit.
- 17.2.2 Leave granted under paragraph 17.2.1 is in addition to any leave granted in paragraph 17.1.1 of this clause.
- 17.2.3 Volunteers may attend subject to the provisions of this clause.

### 17.3 Proof of Attendance at Emergencies

- 17.3.1 An application for leave must be accompanied by a statement from the Incident Controller, the Local or Divisional Controller, or the Police, certifying the times of attendance.
- 17.3.2 The leave application should indicate the period and area of attendance together with the name of the organisation to which the volunteer member belongs.

### 17.4 Rest Periods

- 17.4.1 If a volunteer staff member remains on emergency duty for several days, the Commissioner may grant special leave to allow reasonable time for recovery before returning to duty.
- 17.4.2 If a volunteer staff member assists in a rescue or major incident at a time such that it would be unreasonable to expect them to report for duty at the normal time, the Commissioner may grant up to 1 day special leave for rest.
- 17.4.3 In the emergency referred to in the preceding two paragraphs is not a declared emergency, the leave granted is included in the general 5 day annual limit prescribed in subclause 17.1, General of this clause.

### 17.5 Bush Fire Fighting Training Courses

- 17.5.1 Rural Fire Service volunteers nominated to attend courses approved by the Rural Fire Service or by organisations recognised by the Rural Fire Service are to be granted the necessary special leave to attend, up to a maximum of 10 working days in any period of 12 months.
- 17.5.2 Approval of leave is subject to the Rural Fire Service's convenience and written confirmation of attendance.

### 17.6 State Emergency Service Courses

- 17.6.1 If the Director-General of State Emergency Service considers it essential that an SES volunteer staff member attend a course of training or lectures, the Commissioner should make every effort to release the staff member from duty. If the staff member is so released, the necessary absence from work is regarded as being on duty.
- 17.6.2 The Director-General of the State Emergency Service may nominate SES volunteer staff members for attendance at courses of training or lectures when their attendance is not regarded as essential. In these circumstances special leave may be granted for the time staff members are absent from duty.
- 17.6.3 A certificate of attendance is not necessary. The State Emergency Service will advise the Rural Fire Service whether attendance is required and any non-attendance will be reported to the Rural Fire Service.

### 17.7 Other Courses with Volunteer Groups as Listed Above

- 17.7.1 The Commissioner may grant special leave to attend training courses for any other approved voluntary group as listed above.

## **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, age and responsibilities as a carer.

- 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 terms or operation, has a direct or indirect discriminatory effect.
- 18.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a staff member because the staff member has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 18.4 Nothing in this clause is to be taken to affect:
- 18.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 18.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 18.4.3 any act or practice of a body established to propagate religion, which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 18.4.4 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.
- 18.5.1 Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.
- 18.5.2 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."

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

- 19.1 This award shall apply to officers, Departmental temporary employees and Casual employees as defined in the *Government Sector Employment Act 2013* employed in the NSW Rural Fire Service listed in Schedule 1, Part 1, to the *Government Sector Employment Act 2013*.
- 19.2 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 374 I.G. 359) take effect from 2 August 2016.
- 19.3 Changes made to this award subsequent to it being made on and effective from 12 April 2012 and published on 17 August 2012 (374 I.G. 223) have been incorporated into this award as part of the review.
- 19.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

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

**20. Schedule A- Salary Rates - RFS Officers**

20.1 These rates are inclusive of Annual Leave Loading.

Classification and Grades	1.7.16 \$ Per annum 2.5%
RFS Officer Level 1	
Year 1	35,610
Year 2	43,067
Year 3	46,418
Year 4	47,687
Year 5	49,702
Year 6	50,602
Year 7	51,857
Year 8	53,779
Year 9	55,723
Year 10	57,780
RFS Officer Level 2	
Year 1	60,965
Year 2	62,757
RFS Officer Level 3	
Year 1	64,507
Year 2	66,275
RFS Officer Level 4	
Year 1	68,156
Year 2	70,210
RFS Officer Level 5	
Year 1	72,404
Year 2	74,628
RFS Officer Level 6	
Year 1	80,453
Year 2	82,992
RFS Officer Level 7	
Year 1	86,245
Year 2	88,772
RFS Officer Level 8	
Year 1	91,434
Year 2	94,169
RFS Officer Level 9	
Year 1	98,090
Year 2	101,207
RFS Officer Level 10	
Year 1	104,225
Year 2	107,158
RFS Officer Level 11	
Year 1	111,532
Year 2	114,853
RFS Officer Level 12	
Year 1	120,545
Year 2	125,662
RFS Officer Level 13	
Year 1	133,531
Year 2	139,411

**21. Schedule B - Salary Rates - RFS Officers (OCC)**

21.1 These rates are NOT inclusive of Annual Leave Loading.

21.2 The rates of pay that align to the common salary points in this table are to be sourced from the *Crown Employees (Public Sector - Salaries 2016) Award* or any variation or replacement award.

Classification and Grades	Progression	1.7.16 \$ Per Annum 2.5%
RFS Officer Level A (OCC Operator)	Year 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year 7 Year 8 Year 9 Year 10	39,810 42,495 45,800 47,049 49,039 49,929 51,168 53,060 54,983 57,015
RFS Officer Level B (OCC Operational Communications Officer)	Year 1 Year 2 Year 3 Year 4	60,154 61,921 63,649 65,396
RFS Officer Level C (OCC Senior Operational Communications Officer)	Year 1 Year 2 Year 3 Year 4	67,248 69,276 71,438 73,635

**22. Schedule C - Allowances**

Item No.	Clause No.	Allowances	Per Week 1.7.16 \$
1	13	After Hours Allowance	250.00
2	14	District Staff (Fleet) Allowances Body Maker Motor Mechanic Electrical Mechanic	30.80 30.80 19.46

J. D. STANTON, Commissioner

## **CROWN EMPLOYEES (SAFE STAFFING LEVELS DEPARTMENT OF JUSTICE - CORRECTIVE SERVICES NSW) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00009024)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

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

- (a) This award shall apply to Corrective Services NSW, the PSA and employees covered by the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award.
- (b) This award is made following a review under Section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (Safe Staffing Levels Department of Justice - Corrective Services NSW) Award

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 2 August 2016.

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

- (c) Changes made to this award subsequent to it first being published on 26 February 2010 (369.I.G. 1228) have been incorporated into this award as part of the review.
- (d) This award will remain in force until 23 November 2016, this being the term of the original award..

#### **2. Definitions**

"CSNSW" shall mean Corrective Services NSW, a division within the Department of Justice.

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

#### **3. Safe Staffing Levels**

- (a) Each correctional centre operated by CSNSW shall have a management plan identifying safe procedures for the operation of the centre.
- (b) Each such management plan shall include:
  - (i) the staff establishment, maximum inmate number and classification;
  - (ii) the inmate number and classification by wing/unit/pod (and any other operational area) and the post structure for that wing/unit/pod (and any other operational area).
- (c) Variations to 3(b)(ii) above are subject to local consultation if temporary.

- (d) Permanent variations to management plans shall be the subject of consultation as required by Schedule A of the Crown Employees (Correctional Officers, Department Justice - Corrective Services NSW) Award ("the Agreed Procedures").
- (e) Any dispute arising out of consultation concerning temporary or permanent variations to management plans shall be resolved under the Agreed Procedures.
- (f) The parties acknowledge that there is no intention to staff wings/units/pods that are empty.

#### **4. Anti-Discrimination**

See clause 27 of the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award.

#### **5. Grievance and Disputes Settling Procedure**

In the event that any dispute or grievance arises in relation to any matter in this Award, the CSNSW, the PSA and employees shall comply with the procedures in Schedule A Agreed Procedures for Settlement of Grievances and Disputes of the Crown Employees (Correctional Officers, Department of Justice - Corrective Services NSW) Award.

J. D. STANTON, Commissioner

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## **CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF, GENERAL ASSISTANTS IN SCHOOLS) STANDDOWN AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006989)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Anti-Discrimination
4.	Payment During School Vacations
5.	Area, Incidence and Duration

#### **2. Definitions**

- 2.1 "Employee" means and includes persons employed as School Administrative and Support Staff under section 21 of the *Education (School Administrative and Support Staff) Act 1987* and persons employed as General Assistants under section 43 (1)(b) of the *Government Sector Employment Act 2013*.
- 2.2 "School Administrative and Support Staff" means and includes persons employed as Aboriginal Education Officers, School Administrative Officers, School Administrative Managers, School Learning Support Officers (Pre-School), School Learning Support Officers, School Learning Support Officers (Braille Transcriber), School Learning Support Officers (Sign Interpreter) and School Learning Support Officers (Ethnic).
- 2.3 "Parties" means the New South Wales Department of Education and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

#### **3. Anti-Discrimination**

- 3.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relation 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.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by the Crown Employees (School Administrative and Support Staff) Award or the Crown Employees (General Assistants in Schools - Department of Education) 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.

- 3.3 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 in a complaint of unlawful discrimination or harassment.
- 3.4 Nothing in this clause is to be taken to affect:
- 3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 3.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 3.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 3.5 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.

#### **4. Payment During School Vacations**

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

Provided that where an employee takes leave without pay, in accordance with the Crown Employees (School Administrative and Support Staff) Award exceeding five continuous days in a school term, the period of the school vacation next following such leave for which payment is made pursuant to this clause shall be reduced proportionately. A period of leave without pay of five continuous days or less shall not lead to a reduction in award entitlement.

- 4.2 Subclause 4.1 shall not apply in the first four weeks of the summer vacation whether or not the employee is receiving payment for recreation leave pursuant to the Crown Employees (School Administrative and Support Staff) Award or when the employee is being paid for a public holiday.

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

- 5.1 This award shall apply to all employees as defined in clause 2, Definitions above.
- 5.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- 5.3 Changes made to this award subsequent to it first being published on 17 August 2012 (374 I.G. 242) have been incorporated into this award as part of the review.
- 5.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

J. D. STANTON, Commissioner

## CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006186)

Before Commissioner Stanton

2 August 2016

### REVIEWED AWARD

#### PART A

##### 1. Arrangement

##### PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Monetary Rates
3.	Definitions
4.	Contract of Employment
5.	Hours
6.	Rostered Days Off Duty
7.	Rates of Pay
8.	Enterprise Consultation
9.	Additional Rates
10.	Shift Allowances
11.	Saturday and Sunday Work During Ordinary Hours
12.	Payment of Wages
13.	General Conditions
14.	Travelling Time and Expenses
15.	Outside Duties
16.	Lifting of Weights
17.	Sunday Work
18.	Overtime
19.	Call Back
20.	Mixed Functions
21.	Sick Leave/Personal Carer's Leave
22.	Public Holidays
23.	Recreation Leave
24.	Family and Community Services/Personal Carer's Leave
25.	Parental Leave
26.	Extended Leave/Long Service Leave
27.	Other Forms of Leave
28.	Anti-Discrimination
29.	Dispute Resolution
30.	Non-Reduction of Existing Wages
31.	Exemptions
32.	Deduction of Union Membership Fees
33.	Area, Incidence and Duration



## PART B

## MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

**3. Definitions**

Act means the *Government Sector Employment Act 2013*.

Afternoon Shift means any shift finishing after 6.00 p.m. and at or before midnight.

Broken Shifts means the working of two or more shifts per day by an employee within the ordinary hours as specified in subclause (iii) of clause (5), Hours.

Casual Employee means an employee engaged and paid as such and who may be employed for a period of not more than ten (10) consecutive working days for each engagement but shall not include an employee required to work a constant number of ordinary hours each week.

Conditions Award means the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2012*

Day means the period from midnight to midnight.

Head means as defined in the Act in respect of a Public Service agency.

Early Morning Shift means any shift commencing at or after 5.00 a.m. and before 6.30 a.m.

General Services Officer Grade 1 - An employee engaged as a General Service Officer Grade 1 may be required to carry out a range of duties, which may include:

Making and/or serving morning or afternoon teas or lunches or other meals including washing up and other duties in connection with such work. In addition they may undertake a range of routine tasks under close supervision with set instructions, including basic clerical functions.

General Services Officer Grade 2 - An employee engaged as a General Service Officer Grade 2 may be required to carry out a range of duties, which may include:

Cleaning work of any description or the bringing into or maintaining of premises in a clean condition in Government offices, courthouses, police stations, technical colleges and other Government establishments.

General Services Officer Grade 3 - An employee engaged as a General Service Officer Grade 3 may be required to carry out a range of duties which may include but not be limited to any of the following:

- (a) Pick up and delivery of parcels, goods and furniture
- (b) General maintenance of departmental cars and parking areas
- (c) Furniture removal and storage
- (d) Driving of departmental motor vehicles as required including loading and unloading
- (e) Relief security duties
- (f) or clerical functions as required
- (g) or cleaning and gardening as required

- (h) Other duties as required
- (i) Routine or minor maintenance of such a nature so as not to require a qualified tradesperson

Part-Time Employee means an employee engaged by the week but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees.

Night Shift means any shift finishing subsequent to midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.00 a.m.

#### Security Officer - Grade 1

Means a person employed in one or more of the following capacities:

- (a) to watch, guard or protect persons and/or premises and/or property,
- (b) to respond to basic fire/security alarms at their designated site,
- (c) to monitor a single closed circuit television unit recording from a stationary camera,
- (d) as an employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property and including vehicles carrying loads of any description. This is to ensure that the quantity and description of such goods accords with the requirements of the relevant document and/or gate pass. The employee may also have other duties to perform, including as an area or door attendant or commissionaire in a commercial building;

A security officer Grade 1 may perform incidental duties that need not be of a security nature.

#### Security Officer - Grade 2

Means a person who is employed as one of the following:

- (a) A mobile patrol officer. This means an employee who is required to patrol two or more premises in a vehicle. It also includes a security officer who, in order to perform his/her designated duties is required, as an integral part of those duties, to use a motor vehicle, or
- (b) A security officer who, as part of the shift or duty is required to monitor and act upon intrusion, detection equipment or access control equipment terminating in a televised display or computerised print-out;

A security officer Grade 2 may perform incidental duties which need not be of a security nature.

- (c) A caretaker whose presence is required for the protection, good order or convenient use of premises, and/or the cleanliness or upkeep of such, including routine or minor maintenance, but the work is not of a nature that requires a qualified tradesperson. A caretaker may also be required to receive and distribute stores.

#### Security Officer - Grade 3

Means a person employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties -

Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind; co-ordinating, checking or recording the activities of mobile patrol officers and static security officers; operating or monitoring any medium of verbal communication; or

A person, who in addition to performing the duties defined in Grade 2(b), monitors or acts upon integrated intelligent building management systems terminating at a visual display unit or computerised print-out that has the capacity for and requires data input from the security officer.

Seven Day Shift Worker: for purposes of this award, a seven day shift worker means an employee whose ordinary working period includes Saturdays, Sundays and/or Public Holidays on which the employee may be regularly rostered for work.

Union means the United Voice - New South Wales Branch.

Weekly Employee means an employee engaged and paid by the week or fortnight, as the case may be.

#### **4. Contract of Employment**

- (i) Employees under this award shall be engaged either as weekly employees, part-time employees, or casual employees.
- (ii) An employer may direct an employee covered by this award to carry out such duties as are within the limits of the employee's skill, competence and training.
- (iii) The employer shall clearly display at some place accessible to the employees, the commencing and ceasing time of ordinary hours of work. One week's notice must be given for any change to such hours, otherwise payment of overtime is incurred. Less than one week's notice may be given by mutual agreement between the employer and the employee.
- (iv) The employment of any employee other than a casual employee shall be terminated only by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof.
- (v) The employment of a resident Security Officer Grade 2b or 2c (as defined) engaged by the week shall only be terminated by three weeks' notice or by the payment or forfeiture, as the case may be, of three week's wages in lieu thereof.
- (vi) The employment of a casual employee may be terminated by one hour's notice.
- (vii) Notwithstanding the foregoing provisions, the employer may dismiss an employee at any time for misconduct or serious misconduct and then shall be liable for payment only up to the time of dismissal.
- (viii) Termination of employment by an employer shall not be harsh, unjust, or unreasonable.

For the purposes of this clause termination of employment shall include terminations with or without notice.

Termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute harsh, unjust, or unreasonable termination of employment. This definition, without limiting the above, applies except where a distinction, exclusion, or preference is based on the inherent requirements of a particular position.

- (ix) On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer, stating the period of employment and when the employment terminated.
- (x) On the termination of employment an employee shall return to the employer all uniforms, identity cards, vehicles, keys and all other items issued to employees.
- (xi) Mechanisation and Technological Changes - Three months notice of termination of employment must be given to an employee who has been employed for at least twelve months and has had their services terminated on account of the introduction, or proposed introduction, by an employer of mechanisation or

technological changes in the industry in which the employer is engaged. This applies notwithstanding the provisions of subclauses (iii) and (iv).

(xii) If there is a failure to give such notice in full:

- (a) the employee shall be paid at the rate specified for the employee's ordinary classification set out in Part B, Table 1 of this award, for a period equal to the difference between three months and the period of the notice given; and
- (b) the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the Long Service Leave Act 1955, the Annual Holidays Act 1944, *Government Sector Employment Act 2013* or any Act, amending or replacing any of those Acts. The right of the employer summarily to dismiss an employee for the reasons specified in subclause (vi), of this clause, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employment.

An employer who gives an employee notice of the termination of employment on grounds as set out in subclause (xi), must within fourteen days thereafter, give notification of the fact in writing to the Industrial Registrar, and the Secretary of United Voice - New South Wales Branch. The employer must state the employee's name, address and usual occupation and the date when the employment terminated in accordance with the notice given.

## 5. Hours

(i) Security Officers: (Other than Caretakers)

- (a) Subject to the provisions of clause 6, Rostered Days Off Duty, ordinary hours of Security Officers shall not exceed one hundred and fifty-two in each roster period of twenty consecutive days. Such hours shall be worked in not more than twenty shifts in each roster period. The shifts shall not be more than eight consecutive hours in duration and only one shift shall be worked in any period of twenty-four hours.
- (b) Except in the case of change of shifts, notice of which has been given in accordance with subclause (iii), of clause 4, Contract of Employment, of this award, not more than six consecutive shifts in any period of seven consecutive days shall be worked without the payment of overtime.
- (c) The arrangement of working hours, as set out herein may be altered by agreement between the employer and the union.
- (d) In all cases shifts shall be continuous and time shall start from the commencement of the shift.
- (e) After four hours and no later than five hours from the commencement of each shift, a crib time of not less than thirty minutes shall be allowed, where it is reasonably practicable to do so. Time allowed as crib time will be regarded as time worked and shall be paid for as such.

(ii) Caretakers:

- (a) The ordinary working hours, exclusive of meal breaks, shall be an average of 38 per week. The hours shall be worked in shifts of no more than 8 hours duration from Monday to Friday inclusive.

In establishments operating Monday to Sunday the ordinary working hours shall be an average of 38 per week. The hours shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive.

- (b) The employer shall fix the time for working such hours on such days in one, two or three shifts.

(iii) General Service Officers Grade 2 & 3, (Cleaners And Basement Attendants)

The ordinary working hours, exclusive of meal breaks, shall not exceed an average of thirty-eight per week. Such hours shall be worked as follows -

- (a) Day Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday, inclusive. These hours shall be worked on each day in one or two shifts of not more than eight hours total duration. An employee may commence thirty minutes earlier than the normal starting time or the ceasing time may be extended by thirty minutes. This thirty minutes may be divided between the starting and ceasing time if mutually agreed to by the employer and the employee.
- (b) Afternoon Shift Workers: Between 4.00 p.m. and 12 midnight, Monday to Friday, inclusive, to be worked in one shift of no more than eight hours daily.
- (c) Early Morning Shift Workers: Between 5.00 a.m. and 2.00 p.m., Monday to Friday, inclusive, to be worked in one shift daily of no more than eight hours' duration.
- (d) Broken Shift Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday inclusive, to be worked in two shifts daily, subject to the provisions of subclause (a) with respect to alterations in starting and ceasing times.
- (e) Night Shift Workers: Five shifts of not more than eight hours each, between 10.00 p.m. on Sundays and 6.30 a.m. on the succeeding day (Sunday to Friday) or five shifts of not more than eight hours between 6.00 p.m. and 6.30 a.m. on each day, Monday to Saturday, inclusive.
- (f) In establishments operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week which shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive. This is subject to the provisions of paragraphs (a), (b), (c),(d) and (e) of this subclause.

(iv) General Services Officer Grade 1

The ordinary working hours, exclusive of meal times, shall not exceed an average of thirty-eight per week or eight per day. Such hours shall be worked in one or two shifts per day between 7.00 a.m. and 6.00 p.m. Monday to Friday inclusive.

In establishments operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week, which shall be worked in one or two shifts per day between 7 a.m. and 6 p.m. from Monday to Sunday inclusive.

(v) Casual Employees

For casual employees the ordinary working hours shall not exceed eight hours on any day or night or shift without the payment of overtime.

(vi) Meal Breaks: (Other than Security Officers)

A meal break of not less than thirty minutes and not more than one hour shall be allowed for a meal. An employee shall not be required to work for more than five hours without a meal break. The provisions of this subclause shall also apply to Caretakers (Security Officer Grade 2).

## **6. Rostered Days Off Duty**

(i) Four-Week Work Cycle - Accrual Provisions:

(a) Shiftworkers - Weekly Employees

Employees on shift work shall accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift during every shift cycle. This shift shall be paid for at the appropriate shift rate as prescribed by clause 10, Shift Allowances, of this award.

(b) Dayworkers - Weekly Employees

The ordinary working hours shall be worked as a twenty-day four-week cycle, Monday to Friday inclusive. The cycle consists of nineteen working days of eight hours each, with 0.4 of one hour on each day worked accruing as an entitlement to take the twentieth day in each cycle as a day off paid for as though worked.

(c) Part-Time Employees

Accrual of rostered day off credits for part-time employees may be accounted for in the calculation of the part-time rates. The rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days actually taken as provided in subclause (iii) of this clause.

(ii) Accrual and Paid Leave:

Each day of paid leave taken (excluding long service/extended leave and workers' compensation/accident leave) and leave without pay during periods of closedowns occurring during any cycle of four weeks, shall be regarded as a day worked for accrual provisions.

(iii) Rostering - Four Week Cycle:

(a) Rostered days off shall be scheduled by mutual agreement between employees and the employer. This does not preclude an individual employee with the employer's agreement, substituting another day for their rostered day off.

(b) Except as provided by paragraph (c) of this subclause, at least four weeks notice shall be given to an employee of the weekday he/she is to be rostered off duty.

(c) In the case of a breakdown of machinery or to meet the requirements of the establishment, the employer may, with the agreement of the majority of employees concerned, substitute another day for the employee's rostered day off.

(d) Under normal conditions, employees on a rostered day off that coincides with a pay day will be paid no later than the working day immediately following pay day.

(e) Rostered days off may accumulate and in the case of school/college locations may be scheduled during vacation periods to suit the needs of the employer. Dates for the taking of such accumulated leave shall be agreed between the employer and the employee.

(iv) Rostered Day Off Falling on a Public Holiday:

In the event of an employee's rostered day off falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day shall be determined by the employer.

(v) Work on Rostered Day Off Duty:

Subject to subclause (iii), Rostering - Four Week Cycle, of this clause, any employee required to work on their rostered day off shall only be paid in accordance with the provisions of clause 18, Overtime, of this Award.

(vi) Sick Leave and Rostered Days Off:

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

## 7. Rates of Pay

Rates of pay and allowances for classifications covered by this Award are provided for by the *Crown Employees Wages Staff (Rates of Pay) Award 2015* or any instrument replacing such.

(i) Weekly Employees - A weekly employee shall be paid according to the rate for the classification as set out in Table 1 of Part B of the Award.

(ii) Part-Time Employees -

General Services Officer Grade 2 (Cleaners)

(a) Part-time employees shall be paid at an hourly rate as set out in Table 1 of Part B for all ordinary time worked and for all paid leave.

(b) The part-time rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days as provided for in paragraph (c) of subclause (i) of clause 6, Rostered Days Off Duty.

(c) The hourly rate prescribed by paragraph (a) of this subclause will be adjusted by the percentage movements in the weekly rate for a General Services Officer Grade 2 in subclause (i).

All Other Part time Employees:

(a) For each hour worked during ordinary time, part time employees shall be paid the hourly equivalent of the appropriate weekly rate of pay prescribed by subclause (i) of this clause plus an additional amount of ten per cent.

(b) The hourly equivalent for the purposes of this subclause shall be based on 38 hours where a part-time employee is not accruing credits towards rostered days off but is paid only for hours worked.

(c) The hourly equivalent for the purposes of this subclause shall be based on 40 hours where a part-time employee is accruing credit for time worked towards rostered days off as provided for in paragraph (c) of subclause (i) of clause 6 Rostered Days Off Duty.

A minimum payment of three hours shall be made for each start. Part-time cleaners in small locations may be engaged on two hours per start where the total assessed cleaning area is 500 square metres or more, and no less than one hour per shift where the total assessed cleaning area is less than 500 square metres.

(iii) Casual Employees:

(a) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly wage prescribed by this award for the class of work performed, plus 15 per cent.

(b) A minimum payment of four hours shall be made for each start in the case of security officers and three hours for each start in the case of all other employees.

(iv) The hourly rates of pay prescribed in subclause (ii) and (iii) of this clause, shall be calculated to the nearest whole cent.

## 8. Enterprise Consultation

Enterprises covered by this award shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

## 9. Additional Rates

(i) Leading Hands Allowance:

Employees placed in charge of other employees shall be paid a weekly amount as set out in Item 1 of Table 2 in addition to their ordinary wages.

(ii) Qualification Allowance:

An employee acting as a leading hand or a caretaker who has successfully completed a Cleaning Supervisors' Course or a course deemed by the employer to be of equivalent qualification, shall be paid an additional weekly amount as set out in Item 2 of Table 2. This amount shall be part of the ordinary rate of pay for all award purposes.

(iii) First Aid Allowance:

An employee who is a qualified first-aid attendant and is employed to carry out the duties of a qualified first-aid attendant shall be paid an additional weekly amount as set out in Item 3 of Table 2.

(iv) Boiler Attendant's Certificate

An employee required to hold a Boiler Attendant's Certificate shall be paid a weekly allowance as set out in Item 4 of Table 2 in addition to the ordinary rate of pay.

(v) Refrigeration Driver's Certificate

An employee required to hold a Refrigeration Driver's Certificate of competency, 1st or 2nd Class (Air Conditioning) shall be paid a weekly allowance as set out in Item 5 of Table 2 in addition to the ordinary rate of pay.

(vi) Contingency Allowance:

Employees engaged on any or all of the following duties

- (a) refuse disposal and/or sorting for incinerators and furnaces,
- (b) cleaning of ablution facilities,
- (c) clearing of minor plumbing blockages,
- (d) receiving appropriate stores or minor repair of non-electrical equipment,

shall be paid a weekly allowance as set out in Item 6 of Table 2.

(vii) Toilet Allowance:

An employee required to work in toilets, on outside steps, outside marble or outside brass or required to scrub marble, terrazzo, rubber floor corridors or stairs which necessitate the employee kneeling shall be paid an additional weekly amount as set out in Item 7 of Table 2.

The cleaning of single sex toilets may be undertaken by both male and female cleaners as long as appropriate steps are taken to ensure that the toilets are not in use at the time of cleaning. Appropriate warning signs are to be supplied by the employer.

The toilet allowance is not applicable for an employee receiving the contingency allowance set out in Item 6 of Table 2.

(viii) Multi-Purpose Machines Allowance:



Employees required to use multi-purpose machines, mobile sweeping machine and other similar mechanical equipment or operate fork lifts shall whilst so employed be paid an additional amount per shift or part thereof as set out in Item 8 of Table 2.

NOTE: A multi-purpose machine is one that performs three or more functions.

(ix) Furniture Removal Allowance:

Cleaners required to be engaged in furniture removal for more than three hours on any day or shift shall be paid an additional allowance per shift as set out in Item 9 of Table 2.

(x) Torches:

Where an employee is required to carry a torch it shall be provided and maintained in full working order by the employer. Employees providing their own torches shall be paid an allowance per shift as set out in Item 10 of Table 2 to cover the replacement of torch globes and batteries.

(xi) Laundry Allowance:

Overalls and coveralls and any uniform where supplied or required to be worn by the employee shall be laundered or dry-cleaned at the employer's expense. In lieu of this, a laundry allowance as set out in Item 11 of Table 2 may be paid for each ordinary shift worked. In the case of security officers this subclause shall apply to shifts worked in accordance with the provisions of clause 5 (i)(b), Hours of this Award.

(xii) Locomotion Allowance:

An employee required by the employer to use a motor cycle or other motor vehicle shall have such vehicle supplied and maintained by the employer. If the employee uses his/her own vehicle they shall be reimbursed each week for each shift worked at the rate set out in Item 12 of Table 2. The employer shall reimburse the employee for the cost of fuel used on the employer's business. In the case of an employee providing a bicycle for use in the employer's business the payment shall be as set out in Item 14 of Table 2 for each shift worked.

The locomotion allowance shall only be paid where the use of a motor vehicle etc. is essential to the performance of an employee's main function.

The locomotion allowance does not apply to caretakers, who are eligible to receive allowances in accordance with Item 13 of Table 2. An employee receiving the locomotion allowance is not eligible to also receive a motor vehicle allowance as set out in Item 13.

(xiii) Motor Vehicle Allowances:

(a) Employees authorised to use a private motor vehicle in the performance of their duties where no public transport is available, or where the use of public transport is not appropriate for the particular duty concerned, shall be paid additional rates as set out in Item 13 of Table 2.

(b) The rates contained in paragraph (a) are based on and shall move in accordance with the "Official Business Rate" payable under the provisions of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2012* as varied, or any replacement award.

(c) Where public transport is available employees may use such transport for approved travel and be reimbursed with the costs incurred.

(d) Employees may elect to use a private motor vehicle (where the use of such is so authorised) and be paid additional rates as set out in Item 13 of Table 2 up to the cost of the available public transport.

- (e) An employee receiving a motor vehicle allowance pursuant to this subclause shall not also receive a locomotion allowance under Item 12 of Table 2.

### 10. Shift Allowances

- (i) The following additional allowances for shift work shall be paid to employees other than Caretakers in respect of work performed during ordinary hours of shift as defined in clause 3, Definitions, of this award:

	Percentage
Early Morning Shift	10%
Afternoon Shift	15%
Night Shift, rotating with day or afternoon shift	17.5%
Night Shift, non-rotating	30%

- (ii) Caretakers:

The following additional allowances shall be paid per hour:

Between the hours of 9.00 p.m. and midnight -	15%
Between the hours of midnight and 6.00 a.m. -	30%

- (iii) Broken Shifts

- (a) Employees working broken shifts shall be paid an additional daily amount as set out in Item 15 of Table 2 of Part B of the Award for each day so worked.
- (b) Employees working broken shifts shall also be paid a weekly excess fares allowance as set out in Item 15 of Table 2 of Part B of the Award.

NOTE: An employee receiving broken shift allowance under the provisions of this subclause shall not receive the allowances provided for under subclause (i) and (ii) of this clause.

### 11. Saturday and Sunday Work During Ordinary Hours

- (i) Employees required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:
- |               |                   |
|---------------|-------------------|
| Saturday Work | time and one-half |
| Sunday Work   | double time       |
- (ii) The allowances prescribed in this clause shall be in substitution for and not cumulative upon, the shift work allowances prescribed in clause 10, Shift Allowances, of this award.
- (iii) For the purpose of this clause, the rates prescribed shall apply in respect of ordinary hours of work only and shall apply to all employees including casual employees.

### 12. Payment of Wages

- (i) All wages shall be paid fortnightly by electronic funds transfer on a Thursday as determined by the employer, and not more than forty-eight hours from the time when such wages become due.
- (ii) Wages may be paid into an employee's bank or other account as specified by the employee. The employer shall specify the day upon which wages shall be paid into such account.
- (iii) An employee kept waiting for wages on a payday shall be deemed to be working during the time kept waiting. When wages are not paid into the employee's bank or other account on the due date, the employee must notify the employer of such. The employer must make every endeavour within two full working days to ensure the appropriate credit is paid into the nominated account, or that the issuing of a

cheque for the appropriate amount is undertaken. This provision will not apply where circumstances preventing payment of wages in such a manner is beyond the employer's control.

- (iv) If payment is not made by the end of the two-day period, the employee is entitled to payment at overtime rates for performance of the next full day's work. The provisions set out in subclauses (i) to (iv) do not apply to periods of employment that are less than one full pay period.
- (v) Casual employees shall be paid within one hour of termination of employment. Wages may in some circumstances be paid by cheque.

### 13. General Conditions

#### (i) Security Officers - All Grades

- (a) Security Licence: A Security Officer required to hold a Class 1 or Class 2 Security Licence pursuant to the provisions of the Security Industry Act 1997 shall have the cost of such licence reimbursed by the employer. Reimbursement will be made on completion of each twelve months or five years' service, whichever applies to the term of the licence held.

- (b) Training:

All full-time Security Officers who during their current employment are required to undertake an approved training course nominated by the employer and as required by the provisions of the *Security Industry Act 1997* (and Regulations), shall have the costs of such training courses reimbursed by the employer. This is provided that the undertaking of the said training course is a requirement of the employee's current position.

Reimbursable costs as referred to in paragraph 1(a) of this subclause shall include excess travelling expenses relating to the attendance at the said courses.

Employees shall be granted time off without loss of pay during ordinary hours to attend training courses as referred to in this subclause.

In cases where the courses are to be held outside the rostered shift of the employee required to attend the course, then:

The rostered shift should be altered so that the employee can attend during ordinary working hours; or

For the time spent attending the course, the employee can be granted time off in lieu on an hour for hour basis at a time convenient to the employer; or

The employee shall be paid for attending the course at ordinary time rates without the addition of penalties. Such attendance shall not form part of the employee's ordinary roster for the purpose of clause 5, Hours, of this Award.

- (c) The employee may elect which is the preferred option from the above. The final determination regarding the option to be applied lies with the employer, having regard to the needs of the establishment.

#### (ii) Security Officer Grade 2(b) and 2(c)

- (a) Where a Security Officer Grade 2b or 2c (as defined) is provided with accommodation, a deduction may be made from the wages for rent, fuel and lighting. The deduction shall not be more than the amount set out in Item 16 of Table 2.

- (b) An employer shall not require a resident Security Officer Grade 2b or 2c to vacate living quarters during annual leave period for use by a relieving caretaker, unless such arrangements are mutually agreed to between the said employee and the relieving employee.

(iii) General

- (a) Accommodation for Meals: Employers shall allow employees to take their meals, crib breaks or tea breaks in a suitable place protected from the weather. Every such employee shall be provided by the employer with adequate facilities for tea making and for heating food.

This provision shall not apply to mobile security officers.

- (b) Dressing Accommodation: Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.

- (c) Means of Exit: Provision shall be made for an exit for night employees in case of necessity.

- (d) Protective Clothing: In complying with the *Work Health and Safety Act 2011* the following clothing and equipment will be issued. The clothing shall remain the property of the employer:

Wet weather coat with hood and trousers for employees who are required to work out of doors.

Rubber boots for employees who are required to work in "wet areas", i.e. toilets, ablution blocks and external areas where water is used as part of the cleaning process.

Protective eye wear for employees who are required to empty rubbish tins and tend incinerators, or work in areas where airborne particles are a hazard.

Long rubber gloves when using detergents or similar cleaning chemicals.

Leather gloves for employees who are required to collect rubbish bins, carry refuse and sweep outside areas.

Washable broad brim hats for employees who are required to work out of doors.

- (e) Work Clothing : Clean overalls or wrap-ons, gloves and safety footwear shall be supplied by the employer where they are required in undertaking duties.

#### **14. Travelling Time and Expenses**

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

#### **15. Outside Duties**

All employees covered by this award shall clean outside as required and shall clean above floor or ground level as is safely accessible. Where ladders are used the safety requirements of the *Work Health and Safety Act 2011* must be complied with.

#### **16. Lifting of Weights**

An employee shall not be required to lift by hand or carry weights in a manner that does not accord with the provisions of Chapter 4, Part 4.2, Hazardous Manual Tasks of the *Work Health and Safety Regulation 2011*.

### **17. Sunday Work**

An employee required to perform work on a Sunday shall be paid at the rate of double time, with a minimum payment of not less than four hours at such rate for each start.

### **18. Overtime**

- (i) For all work done outside ordinary hours the rates of pay shall be time and a half for the first two hours and double time thereafter. In computing overtime each day's work stands alone. All work performed after 12 noon on Saturday shall be paid for at the rate of double time.
- (ii) Meal Allowance - An employee who works overtime for one or more hours on any day or shift after the fixed ceasing time shall be paid for such day a meal allowance as set out Item 17 of Table 2 - Allowances, of Part B Monetary Rates. This applies unless notice to work has been given to such employee on or before the termination of the previous shift or day, as the case may be.
- (iii) Where overtime or extra shifts are required to be worked, preference shall be given to employees as classified and covered by the terms of this award where it is reasonably practicable to do so.
- (iv) Where an employee is required to work overtime, the minimum break between the finishing of one period of work or shift and the commencement of another, shall be as set out below:
  - (a) for shift workers, eight hours, including the normal changeover time if any;
  - (b) for day workers, ten hours.

If on the instructions of the employer such an employee resumes or continues work without having the required period off duty, the employee shall be paid at double ordinary time until released from duty. The employee shall be entitled to be absent without loss of pay for ordinary working time occurring during such absence until they have had the required period off duty.

- (v) For the purposes of this clause ordinary hours shall be inclusive of time worked for accrual purposes as provided for by clause 5, Hours.

### **19. Call Back**

An employee who after leaving their place of employment, is required to return to the employer's premises for any reason other than carrying out rostered duties, shall be paid a minimum of four hours' pay at the appropriate rate for each such attendance. This payment shall apply whether the employee was notified before or after leaving the place of employment.

This clause shall not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. The employee shall be given at least eight hours off duty, excluding travelling time in excess of thirty minutes and a meal break of thirty minutes, before there is a requirement to resume ordinary hours. An employee requested to resume duty before eight hours' rest is given shall be paid at double ordinary rates until such employee has been relieved from duty for a period of eight hours.

### **20. Mixed Functions**

An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such a day or shift. Where an employee is engaged for less than two hours on any one day or shift, payment shall be at the higher rate for the time so worked.

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

This clause shall not apply in situations where the higher duties result from the absence of an employee on a rostered day off.

## 21. Sick Leave/Personal Carer's Leave

- (i) The entitlement to sick leave shall be as follows:
- (a) Employees:
- (1) Shall be entitled to 15 days sick leave per year. Any untaken leave is cumulative. Sick leave on full pay accrues at the beginning of the calendar year. If an employee commences after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
  - (2) An employee absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Head in respect of the absence.
  - (3) An employee shall be put on notice in advance if required by the Head to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (b) Ministerial Employees, engaged under Ministerial Authority: in accordance with the Uniform Leave Conditions

- (ii) Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in clause 24 is exhausted, the sick leave provisions under clause (i) may be used by an employee to care for a sick dependant.

- (iii) Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
- (1) the employee being responsible for the care and support of the person concerned, and
  - (2) the person concerned being:
    - (1) a spouse of the employee; or
    - (2) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
      - (i) 'relative' means a person related by blood, marriage or affinity;
      - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - (iii) 'household' means a family group living in the same domestic dwelling

- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive Officer or Managing Director may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive Officer or Managing Director prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer or Managing Director beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

## 22. Public Holidays

- (i) The days on which the following holidays are observed shall be holidays under this Award, namely New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State. The Picnic Day of the Union shall also be observed as an additional holiday under this Award, to be granted on one of the three working days between Christmas and New Year's Day. The specific date is to be advised to employees prior to December each year.
- (ii) Except as hereinafter provided -
  - (a) Employees on weekly hiring shall be entitled to the above holidays without loss of pay;
  - (b) Employees shall be paid at the rate of double time and one-half with a minimum payment of four hours at such rate for all time worked on the above holidays.
- (iii) For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of working hours fall on the holiday, in which case all the time worked shall be regarded as holiday work. If the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.
- (iv)
  - (a) Where a holiday occurs on the rostered day off of a seven day shift worker who is not required to work on the day, the employee is entitled to a day's ordinary pay in respect of such day. The

employer may, in lieu of the payment of a day's ordinary pay, add a day to the recreation leave credit.

- (b) Where the worker is required to work on that day, the employer shall pay the employee a day's ordinary pay in respect of such time, plus time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.
- (c) Where the employment of a seven-day shift worker has been terminated and there is an entitlement to payment in lieu of recreation leave with respect to a period of employment, the employee shall also be entitled to an additional payment for each day accrued under this clause at the appropriate ordinary rate of pay. This is provided that payment has not already been made in accordance with paragraph (a), of this subclause.

### **23. Recreation Leave**

- (i) The entitlement to recreation leave shall be as follows:
  - (a) Employees: in accordance with the Conditions Award.
  - (b) Ministerial employees, engaged under Ministerial authority: in accordance with the Uniform Leave Conditions.
- (ii) Caretakers and Seven-Day Shift Workers -
  - (a) In addition to the normal recreation leave provisions, a caretaker or seven-day shift worker, at the end of each year of continuous employment shall be entitled to an additional one week's leave:
 

If during the year of employment only a portion of it has been served as a caretaker or a seven-day shift worker, the additional leave shall be 3.25 hours for each completed month of employment in those classifications. Where the additional leave is or comprises a fraction of a day, such fraction shall not form part of the leave period and shall be discharged by payment only.
  - (b) Where the employment of a caretaker or seven-day shift worker is terminated and the person thereby becomes entitled to payment in lieu of recreation leave for a period of employment, such person also shall be entitled to an additional payment of 3.25 hours at their ordinary rate of pay for each completed month of service.
- (iii) For the purposes of this clause, a seven-day shift worker means an employee whose ordinary working period includes Sunday and /or holidays on which the employee may be regularly rostered for work.

Redundant as leave is provided in (i)

### **24. Family & Community Services Leave**

- (i) The Chief Executive Officer or Managing Director may grant family and community service leave to an employee:
  - (a) for reasons related to the family responsibilities of the employee, or
  - (b) for reasons related to the performance of community service by the employee, or
  - (c) in a case of pressing necessity
- (ii) Family and Community Services Leave replaces Short leave.
- (iii) The maximum amount of family and community services leave on full pay that may be granted to an employee is:



- (a) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
- (b) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period
- (iv) Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (v) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in Clause 21(iii)a)(2).

### **25. Parental Leave**

The entitlement to parental leave shall be as follows:

- (a) Employees: in accordance with the Conditions Award
- (b) Ministerial employees, engaged under Ministerial Authority, in accordance with the Uniform Leave Conditions.

### **26. Extended Leave/Long Service Leave**

- (i) The entitlement to extended leave/long service leave shall be as follows:
  - (a) Employees: in accordance with the Act and the *Government Sector Employment Regulation 2014*.
  - (c) Ministerial employees, engaged under Ministerial authority in accordance with the Uniform Leave Conditions.

### **27. Other Forms of Leave**

- (i) Employees: in Accordance With the *Public Sector Employment and Management (General) Regulation 1996* and the Conditions Award, Or Any Replacement Award,
- (ii) Ministerial employees, engaged under Ministerial Authority: see Uniform Leave Conditions.

### **28. 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.
- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
 

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

### **29. Dispute Resolution**

Any dispute shall be dealt with in the following manner:

- (i) in the event of a claim, issue or dispute, the employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.
- (ii) Failing agreement, employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the Manager or his/her deputy. The Manager or his/her deputy will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.
- (iii) If no agreement is reached at this stage on the claim, issue or dispute, the matter will be fully reviewed by the Secretary of the union or its representative and senior management. All reasonable steps will be taken to resolve the matter.
- (iv) Failing agreement, the claim, issue or dispute shall be referred to the Industrial Relations Commission of New South Wales for resolution.
- (v) All work shall continue normally while the above procedures are taking place.

### **30. Non-Reduction of Existing Wages and Conditions**

Wages And Conditions

- (i) Employees still in receipt of a 20% part-time loading shall continue to receive such loading under the protection of the *Public Sector Employment and Management Act 2002*.
- (ii) Existing employees as at 31 January 1992 shall not be compelled to work broken shifts or become seven-day shift workers in accordance with the provisions of this award. However, employees engaged after 31 January 1992 may be required to work broken shifts or work ordinary hours over seven days of the week.

### **31. Exemptions**

- (i) This award shall not apply to persons currently employed in terms of *Determination No. 768 of 1982 - Security Officers and Senior Security Officers, Various Departments*, made pursuant to Section 130 of the *Public Sector Employment and Management Act 2002* or any variation or replacement thereof.

### 32. Deduction of Union Membership Fees

- (i) The Union shall provide the employer with a schedule setting out the Union's 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 employees' pay will 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 Department of Education 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.

### 33. Area, Incidence and Duration

This award shall apply to:

- a. all non-executive public service employees as defined in the Government Sector Employment Act, 2013 employed in Departments, Public Service executive agencies related to Departments, and separate Public Service agencies, listed in Schedule 1 to the Government Sector Employment Act, 2013, except where another industrial instrument or arrangement applies to the employees; and
- b. any officer, Departmental temporary employee and casual employee who, as at 23 February 2014, was employed in a Department listed in Schedule 1, Part 1, of the Public Sector Employment and Management Act, 2002 and who was covered by this award on that date will continue to be covered by this award,

who are employed in the classifications contained in this Award or under Ministerial Authority, excluding the County of Yancowinna, within the jurisdiction of the Security and Cleaning, &c (State) Industrial Committee.

- (ii) This award rescinds and replaces the *Crown Employees (Security and General Services) Award 2012* published 27 July 2012, (373 I.G. 106).
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- (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 - Rates of Pay**

Rates of pay for this award are now contained in the Crown Employees Wages Staff (Rates of Pay) Award 2015.

Rates of Pay Classification	Per week as at 1.7.15 \$
Security Officer	
Grade 1	847.00
Grade 2	876.70
Grade 3	916.80
General Services Officer	
Grade 1	755.80
Grade 2	821.00
Grade 3	847.00
Part-time Employees - General Services Officer Grade 2 (Cleaners)	23.36

Application to school based employees of the Department of Education

Clause 7 Rates of Pay Classification	Per week as at 1.7.15 \$
Security Officer	
Grade 1	913.00
Grade 2	944.80

**Table 2 – Work Related Allowances**

Item No.	Clause 9 - Additional Rates	As at 1.7.15 \$
1.	Leading Hands Allowance: (per week)	
	1 - 5 employees	36.30
	6 - 10 employees	41.30
	11-15 employees	53.80
	16-20 employees	62.10
	Over 20 employees – for each employee over 20 an additional 50 cents is paid	62.10
2.	Qualification allowance (per week)	24.40
3.	First Aid Allowance (per week)	18.70
4.	Boiler Attendants Certificate (per week)	15.90
5.	Refrigeration Drivers Certificate (per week)	15.90
6.	Contingency Allowance (per week)	
	1-10 Hours per week	9.90
	11 to 25 hours per week	15.50
	26 to 38 hours per week	20.90
7.	Toilet allowance (per week)	12.50
8.	Multi-Purpose Machines Allowance - per shift	3.02

9.	Furniture removal allowance - per shift	3.02
10.	Torches - per shift	0.99
11.	Laundry allowance - per shift	2.09
12.	Locomotion allowance - per shift	33.23
13.	Motor Vehicle Allowances – Official Business Rate	0.66
14.	Bicycle allowance - per shift	2.62
15.	Broken Shifts allowance (per day)	15.25
	Excess Fares allowance (per week)	9.70
16.	Accommodation deduction (per week)	19.00

## Application to school based employees of the Department of Education

Clause 9 - Additional Rates	As at 1.7.15
	\$
(i) Leading Hands Allowance (per week)	
1 - 5 employees	39.20
6 - 10 employees	44.30
11-15 employees	58.00
16-20 employees	67.10
Over 20 employees – for each employee over 20 an additional 50 cents is paid	67.10
(v) Contingency Allowance (per week)	
1-10 Hours per week	10.70
11 to 25 Hours per week	16.70
26 to 38 Hours per week	22.40

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (SENIOR ASSISTANT SUPERINTENDENTS  
AND ASSISTANT SUPERINTENDENTS, DEPARTMENT OF JUSTICE  
- CORRECTIVE SERVICES NSW) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007080)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD**

**PART A**

**1. Arrangement**

Clause No.	Subject Matter
------------	----------------

PART A

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

PART B

Schedule 1 - Annualised Salary Package  
Schedule 2 - Other Allowances

## 2. Title

This Award shall be known as the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Justice - Corrective Services NSW) Award 2009 .

## 3. Definitions

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

"Act" means the Government Sector Employment Act 2013

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

"Assistant Superintendent" means a commissioned officer occupying a role at the rank of Assistant Superintendent.

"Award" means this Award.

"Division Head" means the Secretary of the Department of Justice as listed in Column 2 of Schedule 1 of the Act.

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

"Corrective Services NSW (CSNSW)" means a division within the Department of Justice, as specified in Schedule 1 of the Act.

"General Manager" means a commissioned officer occupying a role at the rank of General Manager in charge of Correctional Centres or other positions so designated by the Division Head or delegate.

"Manager Business Unit" means a commissioned officer occupying a role of Manager Business Unit within Corrective Services Industries.

"Manager Centre Services and Employment" means a commissioned officer occupying a role of Manager Centre Services and Employment within Corrective Services Industries.

"Manager of Industries Levels 1 and 2" means a commissioned officer occupying a role of Manager of Industries Level 1 or Level 2 within Corrective Services Industries.

"Manager Security" means a commissioned officer occupying a role of Manager Security.

"Officer" means and includes all persons (as defined by the Act), permanently or temporarily appointed to a role within CSNSW pursuant to the provisions of the Act, of: Senior Assistant Superintendent, Assistant Superintendent, Manager of Industries Levels 1 and 2, Manager Centre Services and Employment, Manager Business Unit, Regional Business Manager and Operations Manager and who are occupying one of the role covered by this Award at its operative date, or are appointed to or employed in one of these positions after that date.

"Operations Manager" means a commissioned officer occupying a role of Operations Manager within Corrective Services Industries.

"Permanent Part-time Officer" means an officer who is engaged under the Act for set and regular hours that are less than the full 38 hour week contained in this Award.

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

"Regional Business Manager" means a commissioned officer occupying a role of Regional Business Manager within Corrective Services Industries.

"Regulation" means Government Sector Employment Regulation 2013 "Senior Assistant Superintendent" means a commissioned officer occupying a role at the rank of Senior Assistant Superintendent.

#### **4. Conditions Fixed By Other Instruments of Employment**

- 4.1 The following Awards, or their replacements, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, shall continue to apply:
- 4.1.1 Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.
- 4.1.2 Crown Employees (Transferred Employees Compensation) Award. or its replacement.
- 4.2 Except as expressly provided by this Award, and except where conditions are covered by the Awards referred to in subclause 4.1 of this clause, the conditions of employment for officers shall be determined by the provisions of the Act, the Regulation and the Personnel Handbook.

#### **5. Principles of Understanding**

- 5.1 The parties acknowledge that the former Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2005, published 10 March 2006 (357 I.G. 1068) was entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices and the initiatives contained in the "Way Forward" Reform package. In meeting this commitment, the Award provides the terms and conditions of employment for officers which are aimed at increasing productivity and flexibility in the conduct of the Department's operations.
- 5.2 The parties agreed to the introduction of an annualised salary package which includes all incidents of employment except as otherwise expressly contained in this Award.
- 5.3 The parties agreed to implement changes to rostering practices and procedures through the promulgation of a twelve week roster comprising three roster cycles, with the preparation of rosters to be undertaken by the Operations Scheduling Unit under the control of the Division Head or delegate.
- 5.4 The parties acknowledge that the changes to rostering practices and the annualisation of salaries are not intended to disadvantage officers engaged under this Award.

#### **6. Hours of Work**

- 6.1 The ordinary full time hours of work for officers on a 5 day working arrangement employed under this Award shall be an average of 38 hours per week, to be worked Monday to Friday inclusive. In exceptional circumstances work can be undertaken outside of Monday to Friday by agreement with the officer and his/her supervisor.
- 6.2 The ordinary full time hours of work for officers on a 7 day or 5 of 7 day working arrangement employed under this Award shall be an average of 38 hours per week over a 28 day period, to be worked Monday to Sunday inclusive.
- 6.3 Weekend work for 7 day and 5 of 7 day workers shall be equitably distributed over a 12 month period and displayed on the 28 day roster. Such 5 of 7 or 7 day workers shall not be rostered for work for more than an average of 2 weekends per 19 day roster period worked.
- 6.4 Officers shall have the opportunity to swap shifts as agreed by their Manager Security or officer in charge.



- 6.5 Officers may, with the approval of the Operations Scheduling Unit, request to vary the 12 week roster as promulgated, in liaison with the Manager Security of the Correctional Centre.

### 7. Public Holidays

- 7.1 Officers engaged under this Award and who regularly perform rostered duty on Sundays and Public Holidays shall receive the following compensation and are subject to the following conditions:
- 7.2 When rostered off on a public holiday - no additional compensation or payment.
- 7.3 When rostered on a public holiday and work performed - no additional payment.
- 7.4 Additional payment on the following basis:

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

- 7.5 The additional payment shall be made after the 1st December in each year for the preceding twelve months, provided that:
- 7.5.1 Where employment of an officer is terminated or the officer resigns or retires, the officer shall be entitled to be paid the additional payment that may have accrued under subclause 7.4 of this clause from the preceding 1st December until the date of termination, resignation or retirement.
- 7.5.2 Payment shall be made at the rate applying as at 1st December each year, or at the date of termination, resignation or retirement.
- 7.6 Officers who are directed to work on the Public Service Holiday as determined by the Division Head within the Christmas/New Year period are, in lieu of work on this day, entitled to be absent from duty on one of the two days preceding the New Years Day Public Holiday.

### 8. Rostered Day Off

- 8.1 The hours of work prescribed in subclauses 6.1 and 6.2 of clause 6, Hours of Work shall be worked on the basis of one rostered day off per month in each 20 working days of a 28 day roster cycle. Officers shall accrue 0.4 of an hour each 8 hour day towards having the 20th day off with pay, subject to subclauses 8.3 and 8.4 of this clause.
- 8.2 An officer's rostered day off shall be determined by CSNSW having regard to the needs of the establishment or sections thereof. Where practicable, a rostered day off shall be consecutive with other days off. The rostered day off shall be shown as a crossed day off on the roster.
- 8.3 Once set, the rostered day off may not be changed in a current 28 day roster cycle without agreement between the officer and his/her supervisor. When the rostered day off is changed by mutual agreement, another day shall be substituted in the current roster cycle. Should this not be practicable, the rostered day must be given and taken in the next roster cycle.
- 8.4 The maximum number of rostered days off prescribed in subclause 8.1 of this clause shall be 12 days per annum. There shall be no accrual towards a rostered day off during the first four weeks of recreation leave.

- 8.5 All other paid leave shall contribute towards the accrual of a rostered day off except where paid workers compensation and extended leave are current throughout the roster cycle. Where an officer's rostered day off falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.
- 8.6 As an alternative to the provisions contained in the above subclauses, officers may elect to receive:
- 8.6.1 payment in lieu of rostered days off; and/or
- 8.6.2 payment in lieu of recreation leave accrued above 4 weeks per annum up to a maximum of 10 days on an annual basis. Officers entitled to make this election must be 5 of 7 or 7 day workers.

This additional payment shall be made on the first pay period after 1st December each year.

### **9. Additional Hours**

- 9.1 No payment for additional hours to the ordinary hours of work shall be paid to officers under this Award. The only exception is in cases of emergency.
- 9.2 Officers who are authorised by the General Manager for operational purposes to remain on duty for a period in excess of 15 minutes beyond a standard 8 hour shift shall be entitled to time off in lieu on the basis of an hour off for each additional hour worked as outlined in the Procedures for the Management of Time Off in Lieu, Senior Assistant Superintendents and Assistant Superintendents issued 24 January 2006.
- 9.3 Time off in lieu shall be granted at a mutually agreeable time between the officer and the General Manager, but must account for the operational needs of the workplace and shall be taken within 28 days of the date such additional hours are performed.
- 9.4 Should it not be possible for this time off in lieu referred to in subclause 9.3 of this clause to be granted within 28 days of the date the additional hours are performed, time off in lieu shall be taken within a further 28 day period.
- 9.5 Should it not be possible for the time off in lieu to be taken within the time frames nominated in subclauses 9.3 and 9.4 of this clause, such time shall be paid at the rate of single time for all hours worked.
- 9.6 The Manager Security is responsible to the General Manager to ensure that all time off in lieu is administered in accordance with subclauses 9.3 to 9.5 of this clause and with the Procedures referred to in subclause 9.2 of this clause.
- 9.7 Officers who are recalled to duty on account of an emergency shall be entitled to the payment of overtime for all time worked. A minimum of 3 hours shall be paid for each recall to duty on account of an emergency.
- 9.8 Work undertaken on account of an emergency outside of ordinary hours of work shall be compensated at the rate of time and one-half for the first two hours and at the rate of double time thereafter, Monday to Saturday inclusive; at the rate of double time on Sunday; and at the rate of double time and one-half on a public holiday. The rate of payment for this work shall be the maximum rate for Clerk, Grade 8 plus \$1.
- 9.9 For the purposes of this Award, emergency situations include but are not limited to situations such as: riot, death in custody, fire or hostage. Hours worked in relation to any such incidents must be submitted for the approval of the officer's Manager Security or General Manager.
- 9.10 The annualised salary payable under this Award recognises that additional work time may be involved in briefing incoming officers at the time of shift handover. There shall be no additional payment for this work time.

## 10. Ranking Structure

10.1 The following ranking structure shall apply:

Senior Assistant Superintendent (commissioned officer)

Assistant Superintendent (commissioned officer)

Operations Manager (commissioned officer)

Manager of Industries Levels 1 and 2 (commissioned officer)

Manager Centre Services and Employment (commissioned officer)

Manager Business Unit (commissioned officer)

10.2 The Division Head or delegate reserves the right to transfer officers in accordance with the Movement of Staff within and between Public Sector Agencies provisions of the Act, if such action is considered to be in the best interests of CSNSW.

10.3 Wherever possible transfers between locations or positions covered by this Award will be agreed between the officer and the Division Head or delegate.. Such agreement does not apply to transfers which are directed as a result of disciplinary or performance issues or where there is a rotation between positions at the same rank in the same Correctional Centre or Correctional Complex as defined in the *Crimes (Administration of Sentences) Act 1999*. Nothing in this subclause diminishes the right of the Division Head or delegate to direct transfers in accordance with the Act.

## 11. Annualised Salary Package and Allowances

11.1 The annualised salaries payable in this Award are as shown in Part B, Schedule 1, and shall include all incidents of employment, including an Incidental Allowance, except as otherwise expressly contained in this Award.

11.2 Hosiery Allowance: An allowance shall be paid to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Part B, Schedule 2, Other Allowances.

11.3 Meal Allowances: Officers covered by this Award are not entitled to meal allowances except when work is being performed in accordance with the provisions of subclauses 9.6 to 9.8 of clause 9, Additional Hours of this award. In such circumstances, a meal allowance will be paid in accordance with Item 19 of Table 1 - Allowances of Part B Monetary rates of the Conditions Award as follows:

11.3.1 The rate equivalent to the Dinner rate when working a double shift;

11.3.2 The rate equivalent to the Breakfast rate when called in one hour prior to the rostered shift start time and this work commences prior to 6.00am;

11.3.3 The rate equivalent to the Dinner rate when work continues a minimum of 1½ hours beyond the rostered finish time and continues beyond 6.00 pm.

11.3.4 Actual expenses for meals when travelling on official business may be claimed in accordance with the meal expenses for one-day journeys and travelling compensation provisions of the Conditions Award.

11.4 Salary Packaging, including Salary Sacrifice: An employee may elect, subject to the agreement of CSNSW, to enter into a Salary Packaging Arrangement in accordance with the provisions of the salary packaging provisions of the Crown Employees (Public Sector - Salaries 2008) Award, or any variation or replacement award.

## **12. Leave Entitlements**

- 12.1 All leave (sick, recreation etc.) except for extended leave shall be granted and administered in accordance with the relevant provisions of the Conditions Award.
- 12.2 Extended leave entitlements shall be granted and administered in accordance with Division 3 of the Regulations .
- 12.3 All leave will be debited in actual time, replacing the system of debiting multiples of 1/4 days.

## **13. Recreation Leave**

- 13.1 Officers under this Award engaged as 5 day workers, Monday to Friday, shall be entitled to recreation leave in accordance with the provisions of the Recreation Leave clause of the Conditions Award that is, four weeks paid leave for each completed year of service.
- 13.2 Officers under this Award engaged as 5 of 7 or 7 day workers and who are regularly required to perform rostered duty on Sundays and Public Holidays shall receive, in addition to four weeks recreation leave in subclause 12.1 of this clause, an additional two weeks recreation leave.
- 13.3 Limits on accumulation and direction to take recreation leave shall be in accordance with the Recreation Leave clause of the Conditions Award.
- 13.4 At least two consecutive weeks of recreation leave shall be taken every 12 months, as specified by in the Recreation Leave clause of the Conditions Award except by written agreement with the Division Head or delegate in special circumstances.
- 13.5 Permanent part-time officers shall be entitled to pro rata recreation leave calculated in accordance with the proportion of full time officers' hours they work.

## **14. Annual Leave Loading**

- 14.1 Annual Leave loading payable to officers under this Award shall be paid in accordance with the provisions of the Annual Leave Loading clause of the Conditions Award.

## **15. Allowance for Temporary Assignment**

- 15.1 Subject to this clause, an officer who is required to perform duties in a higher role covered by this Award from time to time (provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higherrole ) shall be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher position covered by this Award.
- 15.2 This higher duties allowance shall be paid on a daily basis.
- 15.3 A Senior Assistant Superintendent or Assistant Superintendent who is required to perform duties and exercise delegations of a higher role under the Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Justice - Corrective Services NSW) Award 2009 shall be paid a higher duties allowance to the higher role on a daily basis when such work is performed.

## **16. Performance Agreement**

- 16.1 All officers shall enter into a performance agreement with CSNSW.
- 16.2 Performance agreements will be reviewed every 12 months by the General Manager. Officers who have not met the targets in a performance agreement shall be counselled by the General Manager with the aim of developing a detailed developmental program to enable the officer to satisfactorily participate in planning of workplace performance and self-development. An appeal may be made to the Division Head or delegate should an officer disagree with a review.

- 16.3 The parties recognise that the Division Head or delegate, as part of a developmental program, may transfer an officer. The purpose of such a transfer is to assist an officer in his or her work performance and self-development and shall be arranged in consultation with the officer.

### **17. Permanent Part-Time**

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

### **18. Professional Conduct**

- 18.1 Corporate Plan: Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives expressed in the CSNSW's Corporate Plan.
- 18.2 Conduct of duties: Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability by complying with CSNSW's Guide to Conduct and Ethics in the performance of their duties. All officers shall be professional in their conduct with the public, other staff and inmates.
- 18.3 Dress Policy: Officers shall comply with the requirements of CSNSW's Dress Policy, shall ensure their dress and grooming is of the highest standard and shall wear and display CSNSW name tags. Officers are responsible for ensuring that all staff under their supervision comply with CSNSW's Dress Policy.
- 18.4 Case Management: Officers shall have a thorough knowledge of and practice of the management of Case Management Principles, as defined by departmental policy and procedures, and shall diligently perform the duties required to implement them. All officers shall participate in the oversight and implementation of Case Management.

### **19. Equality of Employment and Elimination of Discrimination**

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

### **20. Harassment Free Workplace**

- 20.1 CSNSW is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 20.2 Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant.
- 20.3 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by CSNSW or the Association.
- 20.4 Officers at all levels shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 20.5 All officers are required to refrain from perpetuating, or being party to, any form of harassment.
- 20.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the relevant legislation.

## 21. Anti-Discrimination

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

## 22. Work Health and Safety

- 22.1 At all times officers shall comply with the *Work Health and Safety Act 2011* and Regulation.
- 22.2 The parties are committed to maintaining an accident-free and healthy workplace through:
- 22.2.1 Implementation of appropriate health and safety procedures;
- 22.2.2 Appropriate management and risk assessment practices;
- 22.2.3 The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare;
- 22.2.4 Management and officer participation on Health and Safety Committees.
- 22.3 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the *Work Health and Safety Act 2011* and Regulations.

## 23. Flexible Working and Operational Arrangements

- 23.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career break scheme, part year employment and variable leave employment as contained in the Flexible Work Practices Policy and Guidelines issues by the then Public Employment Office in October.
- 23.2 Community Consultative Committee: A Community Consultative Committee shall be established at each correctional centre. This committee shall meet on a regular basis and shall comprise representatives from all appropriate groups.

- 23.3 Local Management Board: A Local Management Board shall be established at each correctional centre covered by this Award to provide advice regarding the operation and routines of each correctional centre. Elected representatives of the Vocational Branches of the Association, including the Commissioned Officers Vocational Branch where represented, and representatives from Community Offender Services shall be allocated positions on Local Management Boards.
- 23.4 Directed duties: The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.
- 23.5 Any direction made pursuant to this clause shall be consistent with the Centre's security requirements, as assessed by the General Manager or most senior officer available at that time, and CSNSW's obligation to provide a safe and healthy work environment.

#### **24. Deduction of Association Membership Fees**

- 24.1 The Association shall provide CSNSW with a schedule setting out the Association's fortnightly membership fees payable by members of the Association in accordance with the Association rules.
- 24.2 The Association shall advise CSNSW of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of the Association fortnightly membership fees payable shall be provided to CSNSW at least 28 days in advance of the variation taking effect.
- 24.3 Subject to subclauses 24.1 and 24.2 of this clause, CSNSW shall deduct the Association's fortnightly membership fees from the salary of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised CSNSW to make such deduction.
- 24.4 Monies so deducted from the officer's salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officer's membership accounts.
- 24.5 Unless other arrangements are agreed to by CSNSW and the Association, all Association membership fees shall be deducted by CSNSW on a fortnightly basis.

#### **25. Grievance and Dispute Resolution Procedures**

- 25.1 The aim of this procedure is to ensure that industrial and officer grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level in the workplace.
- 25.2 Grievances shall be handled in accordance with CSNSW's Grievance Management Policy and Guidelines. A grievance may be defined as:

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

- (a) harassment and/or discrimination on the basis of sex, race, marital status, disability, sexual preference or age; or
  - (b) interpersonal conflict at work, including supervisor, officer and co-worker conflicts; or
  - (c) unfair allocation of development opportunities; or
  - (d) lack of communication of work-related information; or
  - (e) a difficulty concerning the interpretation or application of CSNSW's policy or procedure.
- 25.3 Where a matter does not fall within the definition of a grievance it shall be regarded as a dispute. A dispute may be defined as:

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

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

25.5 A dispute shall be dealt with in accordance with the following procedures:

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

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

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

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

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

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

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

## **26. No Further Claims**

26.1

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 2016 by a party to this Award

## **27. Savings of Rights**

27.1. Should there be a variation to the Crown Employees (Public Sector Salaries – 2016) Award, or to an award replacing it, during the term of this award, by way of a general salary increase, this Award shall be varied to give effect to any such increase.

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

29.1 This Award shall apply to all officers as defined in clause 10, Ranking Structure of this Award.

29.2 This award is made following a review under Section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009



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 2 August 2016.

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

- 29.3 Changes made to this award subsequent to it first being published on 28 August 2009 (368 I.G. 1508) have been incorporated into this award as part of the review.

## PART B

### Schedule 1 - Annualised Salary Package

#### 1.1 Remuneration: Commissioned Correctional Officers

Title	Annualised Salary from the first full pay period on or after 1 July 2016 \$
Senior Assistant Superintendent 7 day or any 5/7 days	120,130
Assistant Superintendent 7 day or any 5/7 days	112,447
Senior Assistant Superintendent 5 day	113,558
Assistant Superintendent 5 day	105,873

#### 1.2 Remuneration: Commissioned Industries Officers

Title	Annualised Salary first full pay period on or after 1 July 2016 \$
Regional Business	Yr 1 127,575
Manager	Yr 2 130,853
5 day	Yr 3 136,470
	Yr 4 141,513
Operations Manager	135,759
Manager of Industries Level 1 - 5 day	125,270
Manager of Industries Level 2 - Any 5 of 7 days	125,796
Manager Centre Services & Employment Manager of Industries level 2 5 day	119,222
Manager Business Unit any 5/7days	120,130
Manager Business Unit 5 day	113,558

- 1.3 The salaries in clause 1.1 and 1.2 above are annualised. All incidents of employment except as otherwise expressly contained in this Award are included within the annualised salary.

### Schedule 2 - Other Allowances

2.1	Hosiery	\$240.00 per annum	subclause 11.2
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J. D. STANTON, Commissioner

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## **CROWN EMPLOYEES (SENIOR OFFICERS SALARIES) AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006242)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **Arrangement**

#### PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements
5.	Grievance and Dispute Settling Procedure
6.	Savings of Rights
7.	Anti-Discrimination
8.	Area, Incidence and Duration

#### PART B

#### MONETARY RATES

Table 1 - Salaries

### **PART A**

#### **1. Title**

This Award shall be known as the Crown Employees (Senior Officers Salaries) Award 2012.

#### **2. Definitions**

"Act" shall mean the Government Sector Employment Act 2013.

"Award" shall mean this Crown Employees (Senior Officers Salaries) Award 2012.

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

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the Government Sector Employment Act 2013, or other appropriate Acts, and who, as at the operative date of this Award were occupying one of the positions covered by this Award or who, after that date, are appointed to or employed in one such position.

“Industrial Relations Secretary” is as established under the Section 49(1), Government Sector Employment Act 2013.

### **3. Salaries**

- (i) All officers will be paid in accordance with the salary structure as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (ii) Pay movements within each grade will be incremental (12 months) subject to satisfactory conduct and service.
- (iii) There is to be no broadbanding of grades.

### **4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

An officer may elect, subject to the agreement of the Department or agency, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2016) Award or any variation or replacement Award.

### **5. Grievance and Dispute Settling Procedures**

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (ii) An officer is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The officer may pursue the sequence of reference to successive levels of management until the matter is referred to the Division Head.
- (vi) The Department Head may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the officer and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) An officer, at any stage, may request to be represented by the Association.
- (ix) The officer or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The officer, Association, Department Head and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any officer or member of the public.

#### **6. Savings of Rights**

- (i) At the time of the making of this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- (ii) Should there be a variation to the and Crown Employees (Public Sector - Salaries 2015) Award or an Award replacing that Award, Senior Officers will maintain the same salary relationship to the rest of the public service. Any such salary increase will be reflected in this Award either by variation to it, or by the making of a new Award.

#### **7. Anti-Discrimination**

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

### 8. Area, Incidence and Duration

- (i) This award shall apply to all Senior Officers of the New South Wales Public Service.
- (ii) Officers are entitled to the conditions of employment provided by this award and by the Government Sector Employment Act 2013 and the Government Sector Employment Regulation 2014. The provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 and Crown Employees (Public Sector - Salaries 2016) Award or any replacement awards, also apply to officers covered by this award, except where specifically varied by this award.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.

Changes made to this award subsequent to it first being published on (364 I.G. 43) have been incorporated into this award as part of the review.

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

## PART B

### MONETARY RATES

**Table 1 - Salaries**

Senior Officer Classification

Classifications and Grades	First pay period to commence on or after 1/7/15 Per Annum \$
Grade 1 Year 1	150,161
Year 2	161,807
Grade 2 Year 1	164540
Year 2	176141
Grade 3 Year 1	182035
Year 2	199,822

J. D. STANTON, Commissioner

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**CROWN EMPLOYEES (SHERIFF'S OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007087)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD****PART A****1. Arrangement**

## PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Salary
5.	Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 to Apply
6.	Meal Allowance For Staff Who Are Required to Travel
7.	Uniforms Laundering and Grooming
8.	Vehicle Maintenance
9.	Skill Development, Training and Promotion
10.	Grievance and Dispute Settling Procedures
11.	Anti-Discrimination
12.	Work Practice Reform
13.	Area, Incidence and Duration

## PART B

## MONETARY RATES

Table 1 - Salary Rates

Table 2 - Meal Allowance

**2. Title**

This Award shall be known as the Crown Employees (Sheriff's Officers) Award.

**3. Definitions**

"Act" means the Government Sector Employment Act 2013 and its Regulations and Rules.

Department means the Department of Justice (Courts and Tribunal Services Division).

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

"Public Service Commissioner" has the same meaning as in the Government Sector Employment Act 2013.

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the Government Sector Employment Act 2013, and who as at the operative date of this award were occupying one of the positions covered by this Award or who, after that date, are appointed to one of such positions.

#### **4. Salary**

The weekly salary payable to officers shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.

#### **5. Crown Employees (Public Service Conditions of Employment) Award 2009 to Apply**

The provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 apply to this award except clause 29, Meal Expenses on One Day Journeys, and clause 46, Uniforms Protective Clothing and Laundry Allowance.

#### **6. Meal Allowance for Staff Who Are Required to Travel**

- (i) For the purposes of this clause "region" means the sheriff's office region to which an officer is from time to time assigned.
- (ii) An officer who is required to travel to perform duty outside the officer's region and who is not required to obtain overnight accommodation at a place other than the officer's residence shall be paid the following allowances as set out in Table 2 of Part B Monetary Rates for:
  - (a) breakfast when required to commence travel at or before 6.00am and at least 1 hour before the prescribed starting time;
  - (b) an evening meal when required to travel until or beyond 6.30pm; and
  - (c) lunch when unable to take lunch within the officer's region and, as a result, incurs additional expense for lunch. In such instances, the officer shall be paid the amount equivalent to the additional expense or the allowance specified for lunch in Table 2 of Part B Monetary Rates, whichever is the lesser.

#### **7. Uniforms, Laundering and Grooming**

The uniform requirements of Sheriff's Officers are determined by the Sheriff. Officers who are required to wear complete uniform in accordance with those determinations are responsible at their own cost for the care and laundering of all uniform items provided to them. Officers are required to be personally well-groomed, neat and tidy at all times when on duty.

#### **8. Vehicle Maintenance**

Sheriff's Officers are responsible for the care, maintenance and cleaning of official vehicles and suitable equipment and materials are to be supplied for those purposes.

#### **9. Skill Development, Training and Promotion**

To be eligible to be appointed to any promotional positions an officer will be required to satisfactorily complete the minimum training courses determined by the Sheriff from time to time to become eligible to apply for promotion on a competitive merit basis.

The Sheriff may from time to time prescribe those courses to be satisfactorily completed by all applicants at each promotional rank, and the frequency of continuing refresher training. Without limiting the foregoing a course or courses may be prescribed in the areas of:

- (i) ethical practice skills;
- (ii) client service skills;



- (iii) tactical and self defence competencies;
- (iv) conflict management and resolution;
- (v) information technology skills;
- (vi) operational management;
- (vii) leadership and management.

#### **10. Grievance and Dispute Settling Procedures**

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

#### **11. Anti-Discrimination**

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have an obligation to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (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:
  - 1. any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 2. offering or providing junior rates of pay to persons under 21 years of age;
  - 3. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
  - 4. a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
  - 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.

## **12. Work Practice Reform**

The parties are to work diligently, cooperatively and in good faith to achieve ongoing work practice reforms to improve the efficiency and effectiveness of Sheriff's Office operations.

## **13. Area Incidence and Duration**

- (i) This award will apply to Sheriff's Officers of the Department of Justice (Courts and Tribunal Services Division).
- (ii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- (iii) Changes made to this award subsequent to it first being published on 14 March 2008 have been incorporated into this award as part of the review.

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

**Table 1 - Salary Rates - Sheriff's Officers**

The salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2015) Award effective from the beginning of the first pay period to commence on or after 1 July 2016

Position	Salary \$
Chief Inspector	
Year 2	87,591
Year 1	85,098
Inspector	
Year 2	81,888
Year 1	79,384
Sergeant	
Year 4	73,635
Year 3	71,438
Year 2	69,276
Year 1	67,248
Sheriff's officer	
Year 4	65,396
Year 3	63,649
Year 2	61,921
Year 1	60,154
Probationary Sheriffs officer	54,983

**Table 2 - Meal Allowance**

Capital cities and the following country centres:

- Maitland
- Newcastle
- Port Macquarie
- Wagga Wagga
- Wollongong

Breakfast	\$24.90
Lunch	\$28.00
Dinner	\$47.75

All other NSW Country Centres

Breakfast	\$22.30
Lunch	\$25.85
Dinner	\$43.85

J. D. STANTON, Commissioner

## **CROWN EMPLOYEES (TECHNICAL OFFICERS - TREASURY) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006299)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **PART A**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
5.	Dispute Resolution Procedure
6.	Anti-Discrimination
7.	Area, Incidence and Duration

#### **PART B**

#### **MONETARY RATES**

### **PART A**

#### **1. Title**

This award shall be known as the Crown Employees (Technical Officers - Treasury) Award.

#### **2. Definitions**

"Act" shall mean the *Government Sector Employment Act 2013*.

"Award" shall mean the Crown Employees (Technical Officers - Treasury) Award

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

"Officer" means and includes all persons in ongoing or temporary employment under the provisions of the *Government Sector Employment Act 2013*, or other appropriate Acts, and who, as at the operative date of this award, were occupying one of the positions covered by this award or who, after that date, are appointed to or employed in one such position.

"Treasury" refers to New South Wales Treasury

### **3. Salaries**

- (i) All officers shall be paid in accordance with the salary structure set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (ii) Work value alone is not sufficient to have a position classified and graded as a Grade 1 or Grade 2 Technical Officer - Treasury. Other factors must also be satisfied such as skill shortage, specialist skills and use on the job of higher level competencies.
- (iii) Pay movements within each grade will be based on a pre-defined matrix comprised of competency, performance, market relationship and degree of speciality.
- (iv) Progression is not incremental in nature.

### **4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- (i) An employee may elect, subject to the agreement of Treasury, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2016) Award or any variation or replacement Award.
- (ii) Officers are eligible for salary packaging of the private use component of motor vehicles subject to the benefit's monetary value being determined in accordance with the methodology applicable to Public Service Senior Executives.

### **5. Dispute Resolution Procedure**

- (i) All disputes or difficulties 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 Treasury, if required.
- (ii) An officer is required to notify (in writing or otherwise) their Director as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti-Discrimination Act 1977) that makes it impractical for the staff member to advise their immediate manager, the notification may occur to the next appropriate level of management, including, where required, to the appropriate Division Head or Delegate.
- (iv) The Director shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the Director, the officer may request to meet the appropriate Executive Director in order to resolve the matter. This manager shall respond within two (2) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the member of staff until the matter is referred to the Secretary, NSW Treasury.
- (vi) The Secretary, NSW Treasury may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) In the event that the matter remains unresolved, the Secretary, NSW Treasury 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 reasons for not taking action, in relation to the matter.
- (viii) An officer may request to be represented by an Association representative.

- (ix) The officer or Association on their behalf, or the Secretary, NSW Treasury may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (x) The officer, Association, Treasury and the Industrial Relations Secretary shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the grievance, dispute or difficulty.
- (xi) Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or in the case of a dispute involving Occupational Health and Safety. If practicable, normal work shall proceed in such a manner as to avoid any risk to the health and safety of any officer or member of the public.

#### **6. Anti-Discrimination**

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

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

- (i) This Award shall apply to all staff employed as Technical Officers in New South Wales Treasury.
- (ii) Technical Officers are entitled to the conditions of employment provided by this Award, the *Government Sector Employment Act 2013* and the *Government Sector Employment Regulation 2014*. The provisions of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award*

2009 and the Crown Employees (Public Sector - Salaries 2016) Award or any replacement award, also apply to officers covered by this Award, except where specifically varied by this Award.

- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- (iv) Changes made to this award subsequent to it first being published on 26 October 2007 (364 I.G. 39) have been incorporated into this award as part of the review.
- (v) 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**

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

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (TIPSTAVES TO JUSTICES) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007094)

Before Commissioner Stanton

2 August 2016

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

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Recreation Leave
5.	Purchased Leave
6.	Extended Leave
7.	Sick Leave
8.	Public Holidays
9.	Leave for Special Purposes
9A.	Leave for Matters Arising from Domestic Violence
10.	Military Leave
11.	Study Time
12.	Parental Leave
12A.	Lactation Breaks
13.	Absence Whilst on Compensation to Count as Service for Leave Purposes
14.	Absences caused by Adverse Weather Conditions
15.	Continuity of Service
16.	Uniforms
17.	Grievance and Dispute Settling Procedures
18.	Anti-Discrimination
19.	Secure Employment
20.	Leave Reserved
21.	Area, Incidence and Duration

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

Table 1

Appendix A

Appendix B

**PART A****1. Title**

This award shall be known as Crown Employees (Tipstaves to Justices) Award 2007.



## 2. Definitions

- 2.1 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.2 "Employee" means a person employed as a tipstaff.
- 2.3 "Department" means the Department of Justice (Courts and Tribunal Services Division). In this Award, the term "employer" may be used in lieu of "Department" or "Department Head".
- 2.4 "Service" means continuous service both before and after the commencement of this award as a tipstaff to any Justice of the Supreme Court of New South Wales or the Industrial Relations Commission of New South Wales, or the Land and Environment Court of New South Wales, or as a tipstaff to any Judge of the District Court of New South Wales or the Compensation Court of New South Wales; provided that future entrants shall be deemed to have the years of service indicated by the salary at which they enter.
- 2.5 "Uniform" means a frock coat for court work as provided.
- 2.6 "Domestic Leave" means domestic violence as defined in the Crimes (Domestic and Personal Violence Act) 2007.

## 3. Salaries

The rates of pay of employees shall be as set out in Table 1 of Part B, Monetary Rates.

## 4. Recreation Leave

### 4.1 Accrual and Calculation of Leave -

- (a) Recreation leave accrues at one and two third days per completed month of service, up to a maximum of 20 days per year. Recreation leave does not accrue in respect of unauthorised absences or in respect of authorised periods of leave without pay which, when aggregated, exceed five working days in a leave year unless such leave is taken during Law Vacation - see clause 4.4 Law Vacation below.
- (b) The minimum unit of leave is a quarter of a day and leave may be taken in multiples of a quarter day. Recreation leave entitlements should be balanced at least once per year. When calculating recreation leave, fractions other than an exact quarter day should be rounded off to the nearest quarter day or multiple thereof.
- (c) When calculating the proportionate deduction to be made in respect of leave without pay, fractions other than a quarter day or multiple thereof, should be rounded off to the next lower quarter day or multiple thereof.

### 4.2 Taking of Leave -

- (a) Recreation leave is to be taken in one consecutive period not later than six months after the completion of each 12 months service, except where the employer and employee agree otherwise.
- (b) An employee may be required by the employer to take accrued recreation leave at a time convenient to the employer but, as far as practicable, the wishes of the employee should be taken into account when fixing the time for the taking of leave, particularly where employees have special needs due to family responsibilities. For example, where employees have school aged children, leave rosters should be arranged in such a way as to allow each person to take leave at some time during school holidays.

### 4.3 Conservation of Leave -

- (a) Conservation of leave up to a maximum of 40 working days may be permitted by the employer in exceptional circumstances and on the understanding that the leave will be reduced to an acceptable level as soon as possible.
- (b) An employee must take their recreation leave to reduce all balance below 8 weeks, or its hourly equivalent, and the employer must cooperate in this process. The employer may direct an employee with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by school term one 2010.

#### 4.4 Law Vacation -

- (a) Where a court or tribunal or other judicial body is temporarily closed or reduced to a nucleus for the purposes of annual holidays (law vacation), an employee who has not accrued sufficient recreation leave to cover the whole period of such closure or reduction of staff, will be required to take recreation leave to credit followed by leave without pay for the balance of the period.
- (b) Employees who are required to take leave without pay during law vacation are to be paid for all public holidays occurring during such leave. This period of leave without pay is also to count for the accrual of recreation leave in the following year.

#### 4.5 Payment on Termination of Employment -

- (a) On termination of employment, an employee is entitled to be paid the monetary value of recreation leave to credit.
- (b) For the purposes of calculation of leave on termination, credit is to be allowed for periods of employment of less than a month. Leave due is to be calculated to an exact quarter day. Where applicable, fractions other than an exact quarter day are to be taken to the next higher quarter day.
- (c) Where an employee has been granted recreation leave in advance, the employer may deduct the value of such leave from any remuneration due to the employee on termination of employment.

#### 4.6 Payment of Monetary Value of Accrued Recreation Leave On Death -

- (a) If an employee dies, the monetary value of accrued leave for which payment has not already been made, may be applied towards the payment of funeral expenses or may be paid to the employee's next of kin or to the Estate.
- (b) Where the funeral expenses have not been paid or have been paid by a person other than the person making the claim for payment of untaken recreation leave, approval may be sought from the Minister to direct that the funeral expenses form the first charge on the monetary value of leave. Payment may be made directly to the funeral director or to the person who paid the funeral expenses, subject to production of receipts.
- (c) Any balance of the monetary value of recreation leave should then be paid to the employee's next of kin or to the Estate as specified in the next clause.
- (d) If no claim for payment of funeral expenses is made, the monetary value of leave is to be paid in the following order (each class taking to the exclusion of the others):
  - (1) to the widow or widower of the employee; or
  - (2) to the children of the employee; or
  - (3) to the dependent relatives of the employee; or
  - (4) to the personal representative of the employee (that is the Estate)

#### 4.7 Recreation Leave Loading -

- (a) Employees are to be granted a recreation leave loading equivalent to 17.5 per cent of four weeks' ordinary salary or wages, provided that the loading payable does not, in any case, exceed the loading calculated in accordance with the foregoing on the maximum salary applicable from time to time to Grade 12, Clerk under the Crown Employees (Public Sector – Salaries 2015) Award.
- (b) There shall be a leave loading year ending 30 November, in every year. The full entitlement to the loading on recreation leave that the employee has accrued over the previous leave year is to be paid to the employee on the first occasion when he or she takes sufficient recreation leave to enable the employee to be absent from duty for at least two consecutive weeks after 1 December in any year. The loading will apply only to leave accrued in the year ending on the preceding 30 November.
- (c) Leave and salary records need to be endorsed to indicate that the leave loading for the previous leave loading year has been paid.
- (d) In the event of no such absence occurring by 30 November of the following year, the employee is to be paid the monetary value of the recreation leave loading payable on leave accrued as at 30 November of the previous leave year, notwithstanding that the employee has not entered on leave. Leave and salary records need to be endorsed to indicate that the payment has been made.
- (e) On retirement or termination of services by the employer for any reason other than misconduct an employee, who has not already taken a period of recreation leave since the preceding 1 December and who has not been paid the recreation leave loading in respect of such leave, is to be paid the recreation leave loading which would have been payable had such leave been taken.
- (f) The recreation leave loading is not to be paid when an employee is granted recreation leave to credit or the monetary value of recreation leave to credit on resignation or dismissal for misconduct.
- (g) Broken service during the year does not attract the recreation leave loading. If an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment is to be taken into account for annual leave loading purposes.
- (h) Rate of Payment -
  - (1) The recreation leave loading is to be calculated on the salary or wage rate paid for the leave when taken.
  - (2) If an increase in the salary or wage rate occurs during a period of leave, retrospective adjustment of the recreation leave loading is to be made. Where payment is made as at 30 November, because no period of two weeks' leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.
  - (3) Provided adequate notice is given, the recreation leave loading is to be paid prior to entry on leave, generally at the same time as the salary or wages in respect of the period of leave.
  - (4) The recreation leave loading may be calculated in the following manner:
    - (i) Annual Salaries; loading on 4 weeks leave; divide the annual salary by 74.54.
    - (ii) Weekly Rates; loading on 4 weeks leave; divide the weekly rate by 1.4286.

#### 5. Purchased Leave

- 5.1 An employee may apply to enter into an agreement with the employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (a) Each application will be considered subject to operational requirements and personal needs and will take into account the employer's business needs and work demands.
  - (b) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
  - (c) The leave will count as service for all purposes.
- 5.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
- (a) Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
  - (b) To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 5.3 Purchased leave is subject to the following provisions:
- (a) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
  - (b) Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
  - (c) Sick leave cannot be taken during a period of purchased leave.
  - (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
  - (e) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
  - (f) Allowance for Temporary Assignment will not be paid when a period of purchased leave is taken.
- 5.4 Specific conditions governing purchased leave may be amended from time to time by the Director of Public Employee in consultation with the Association. The employer may make adjustments relating to their salary administration arrangements.

## **6. Extended Leave**

- 6.1 Employees are entitled to extended leave in accordance with the Government Sector Employment Regulation 2014.
- 6.2 Employees who are required to take leave without pay as a result of the law vacation shall have such periods counted as service for the purposes of extended leave.

## **7. Sick Leave**

- 7.1 Accrual of Leave -
- (a) Subject to the conditions set out in this clause, an employee with not less than three months' continuous service may be granted sick leave up to a maximum of ten working days in each sick leave year in respect of absence from duty, provided the employer is satisfied that such absence is due to illness or incapacity not attributable to the employee's misconduct.

- (b) For those who commenced employment prior to 1 July 1986, a sick leave year shall commence on the first day of January each year. In the first year of service, however, where the employee has completed at least three months' of continuous service, sick leave shall accrue on the following basis:-
- (1) Where employment commenced after 31 December and prior to 1 April: 10 days
  - (2) Where employment commenced after 31 March and prior to 1 July: 7.5 days
  - (3) Where employment commenced after 30 June and prior to 1 October: 5 days
  - (4) Where employment commenced after 30 September and prior to 1 January: 2.5 days
- (c) For those who commenced employment after 1 July, 1986, the following sick leave provisions apply:
- (1) during the first 12 months of employment:  
first 3 months of continuous service: no leave  
3 to 6 months of continuous service: 5 days  
6 to 9 months continuous service: 7.5 days  
9 to 12 months of continuous service: 10 days
  - (2) on completion of 12 months' service; 10 days sick leave will be available per year from the anniversary of commencement of employment.
- (d) Re-employment in the same leave year - Where an employee is re-employed in the same leave year, sick leave entitlement in respect of that year is not to exceed ten working days or the sick leave that the employee would have been entitled to had employment during the year been continuous from the date of first employment in that year, whichever is the lesser.
- (e) Previous accumulation - An employee who was employed as such on 1 January 1970 is to be credited with the sick leave accumulated as at that date. In respect of a partially completed year of service as at 31 December 1969, accumulation under the said paragraph 6.1(b) is to be calculated by allowing half a day for each completed month of service.
- (f) Accumulation from 1 January 1970 - Effective from 1 January 1970, all sick leave not utilised during the leave year, accumulates and may be used during subsequent service as required in respect of genuine absences due to illness or incapacity.
- (g) Service - Except as provided in paragraph 7.1(d) above and in the Continuity of Service section hereunder, previous periods of employment are not to be taken into account for sick leave purposes.

7.2 Special Leave for Accepted War-Caused Disabilities - After a continuous period of at least three months' service as a Ministerial employee, an employee who has had a period of service with the armed forces of Australia, is eligible to be granted up to ten days' special sick leave on full pay in any sick leave year in addition to his or her ordinary sick leave, if he or she is absent as a result of an accepted war-caused disability. Absences from duty for the following reasons are also to be debited against the special sick leave:

- (a) attending hospital or medical officer for pension review;
- (b) attending hospital to report or for periodical examination or attention; and;

- (c) attending Limb Factories for supply, renewal and or repair of artificial replacements or surgical appliances.
- 7.3 When an employee exhausts the special sick leave allocation in a leave year, any further absences in that year on account of war-caused disabilities, are to be charged against ordinary sick leave to credit.
- 7.4 Notification of Absence - If an employee is to be absent from duty because of illness or other emergency, the employee shall notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 7.5 Leave Pending Determination of Claims for Workers Compensation -
- (a) Pending the determination of a claim for workers compensation, an employee may be granted sick leave to credit. If subsequently, payment of workers' compensation is approved, any sick leave granted in anticipation of workers' compensation is to be restored to the employee's credit.
  - (b) When an employee who has been absent from duty in excess of 26 weeks, is granted the statutory rate under workers' compensation, he or she may utilise available sick leave to make up the difference between the statutory rate and ordinary rate of weekly salary or wage. On the expiration of available sick leave, weekly compensation payments only will be payable.
- 7.6 Leave as a Charge Against Accrued Recreation Leave, Long Service Leave or Leave Without Pay.
- An employee who has exhausted sick leave to credit and is still unable to resume duty through illness or incapacity, may elect to utilise any recreation, long service leave to credit or sick leave without pay, provided the absence continues to be supported by acceptable medical certificates.
- 7.7 Illness whilst on Recreation or Long Service Leave -
- (a) Where an employee produces a satisfactory medical certificate to the effect that he or she has been incapacitated for any period whilst on recreation leave or for a week or more whilst on long service leave, the employee may be granted sick leave to credit in respect of the period covered by the medical certificate. Recreation or long service leave replaced by the grant of sick leave is to be re credited to the employee.
  - (b) The granting of sick leave shall not apply in respect of recreation or long service leave being taken prior to resignation or termination of services.
- 7.8 Medical Certificates - An employee absent on account of illness for any period shall submit a medical certificate showing the nature of the illness, if called upon by the employer to do so.

## 8. Public Holidays

- 8.1 The following public holidays shall be paid for provided they occur on days which ordinarily would be working days for the employees concerned: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labor Day; Christmas Day; Boxing Day and such other holidays as may be proclaimed as public holidays throughout the State but not proclaimed local holidays.
- 8.2 An employee who is absent from work on the working day before or the working day after a Public Holiday without reasonable excuse or without the approval of an appropriate senior person, for example supervisor at the place of employment, shall not be entitled to payment for such holiday. When work is not carried on right up to the holiday or resumed immediately after a holiday, as at Christmas and New Year, payment for the holiday shall be granted if the employee works up to the time of general stoppage and resumes when the work recommences.
- 8.3 If the holiday falls on a weekend, no additional payment shall be made unless the employee is required to work on that day.

- 8.4 When a holiday occurs during the first month in which an employee is absent through illness, such an employee is to receive pay for the day at the rate of wages paid immediately before the absence commenced.
- 8.5 Where any of the abovementioned public holidays fall within a period of leave granted to an employee, such holidays shall not be a charge against such leave except where leave being taken is long service leave.
- 8.6 An employee who is entitled to be paid for public holidays, shall be paid in full for any such holidays occurring during a period of absence in respect of which workers compensation payments are being made.

### **9. Leave for Special Purposes**

#### **9.1 Bereavement Leave -**

- (a) An employee other than a casual employee shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 9.1(c) below.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 9.11(a)(3) provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclause 9.11. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the court.

#### **9.2 Attending Retirement Preparation Seminars -** An employee may be granted one day's special leave (with pay) for the purpose of attending a retirement preparation seminar conducted by a recognised Superannuation Fund.

#### **9.3 National Aborigines Day -** Employees who identify as Aborigines may be granted up to one day's special leave to enable them to participate in the celebrations on the day appointed each year as the National Aborigines Day.

#### **9.4 Jury Service -** An employee who is called up for jury duty may elect to be granted:

- (a) special leave with pay to cover the time necessarily absent from work, subject to the employee refunding to the employer any fees, less out-of-pocket expenses, paid by the Court in respect of attendance for jury duty; or
- (b) leave without pay or as a charge against recreation leave to credit, in which case the employee is entitled to retain all fees paid by the Court in respect of attendance for jury duty.

#### **9.5 Firefighting or Assisting the State Emergency Services -**

- (a) An employee who undertakes firefighting duties during declared emergencies is to be granted special leave on full pay for the time the employee is required to be absent from duty on such emergency firefighting activities.

- (b) An employee who is a volunteer member of a local Fire Brigade or Rural Fire Service may be granted special leave on full pay to a maximum of five days per year to cover necessary absences from duty when called upon to fight fires during normal working hours.
  - (c) An employee, who volunteers to assist the State Emergency Services or Rural Fire Service during emergency operations and is released by the employer for that purpose, is to be regarded as being on duty whilst engaged in these activities during normal working hours and paid as if he or she has been carrying out normal work. Where an employee remains on emergency duty for several days and, as a result, experiences physical distress, such employee may be allowed reasonable time for rest before returning to normal duties.
- 9.6 Absences due to adverse weather conditions - Employees whose life or property is being threatened by adverse weather conditions or where they are prevented from reporting for duty by fire, flood or snow, are eligible to be granted leave to cover their absence from duty.
- 9.7 Naturalisation Ceremonies - An employee who is to be naturalised may be granted time off, without loss of pay, for the minimum time necessary to enable him or her to prepare for and attend the ceremony.
- 9.8 Leave to attend Trade Union Training Courses - Leave may be granted up to a maximum of 12 working days in any period of two years to employees who are members of the union to attend short training courses or seminars conducted by or with the support of the Trade Union Training Australia, subject to the following conditions:
- (a) that the employer's operating requirements permit the grant of leave and the employee's absence does not require the employment of relief staff;
  - (b) leave of absence will be granted at ordinary pay, that is, payment is not to include shift allowances, penalty rates or overtime;
  - (c) leave granted will count as service for all purposes;
  - (d) expenses associated with attendance at such courses or seminars, for example fares, accommodation, meal costs, will be met by the employee concerned, but subject to the maximum prescribed above, leave may include travelling time required during working hours to attend such courses or seminars;
  - (e) applications for leave must be accompanied by a statement from the union that it has nominated the employee concerned for such course or seminar or that it supports his or her application.
- 9.9 Leave for employees holding office in Local Government -
- (a) Holders of the office of Mayor of a Municipality, President of a Shire or Chairman of a County Council may be granted special leave with pay for the purpose of attending meetings, conferences or performing other council work which cannot be carried out outside of ordinary working hours.
  - (b) Whilst the quantum of leave to be granted is to be determined by the employer, absences requiring time off during normal working hours should be kept to a minimum.
  - (c) Where the employer is not prepared to grant special leave with pay, the employee may be granted leave as a charge against available recreation leave or leave without pay.
- 9.10 English Language Tuition Leave -
- (a) Employees of non-English speaking background who are unable to adequately communicate in the English language, shall be granted time off without loss of pay to attend English Language Classes conducted by the employer or any other recognised statutory authority, for example the Adult Migrant English Service.



- (b) The type, duration and extent of courses conducted by the employer shall be developed in consultation with the Adult Migrant English Service or other recognised authority.

9.11 Personal/Carer's Leave -

(a) Use of Sick Leave -

- (1) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 9.11(a)(3) shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 in terms of clause 6 Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (2) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (3) The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:

- (A) a spouse of the employee; or
- (B) a de facto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
- (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or the spouse or de facto spouse of the employee; or
- (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (E) a relative of the employee who is a member of the same household, where for the purposes of this subclause:

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

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

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

- (b) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- (c) Unpaid Leave for Family Purpose - An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 9.11(a)(3) of this clause who is ill.
- (d) Recreation Leave -

- (1) An employee may elect, with the consent of the employer, subject to the provisions of clause 4 Recreation Leave, to take recreation leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (2) Access to recreation leave, as prescribed in subparagraph 9.11(d)(1) of this subclause, shall be exclusive of any Law Vacation period provided for elsewhere under this award.
- (3) Where applicable, an employee and employer may agree to defer payment of recreation leave loading in respect of single day absences, until at least five consecutive recreation leave days are taken.

#### **9A. Leave for Matters Arising from Domestic Violence**

- 9A.1 The definition of domestic violence is found in subclause 2.5, of clause 2 Definitions of this award;
- 9A.2 Leave entitlements provided for in clause 7 Sick Leave and subclause 9.11, Personal Carers Leave, may be used by employees experiencing domestic violence;
- 9A.3 Where the leave entitlements referred to in subclause 9A.2 are exhausted, the employer shall grant up to five days Special Leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- 9A.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 9A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 9A.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

#### **10. Military Leave**

- 10.1 Annual Grant - In the period of 12 months commencing on 1 July each year, employees who are part-time members of the Defence Forces' Reserves are entitled to be granted military leave on the following basis:
- (a) Annual Training for members of the:
    - Navy Reserve - 13 calendar days on full pay.
    - Army Reserve - 14 calendar days on full pay.
    - Air Force Reserve - 16 calendar days on full pay.
  - (b) Attendance at a School, Class or Course of Instruction by members of the:
    - Navy Reserve - 13 calendar days on full pay.
    - Army Reserve - 14 calendar days on full pay.
    - Air Force Reserve - 16 calendar days on full pay.Leave provided for in this subclause also applies to attendances in a teaching capacity.
  - (c) Additional Grant - Where the Commanding Officer certifies in writing that it is obligatory for the employee to attend training for a period that exceeds the leave normally available, the employer

may grant further military leave not exceeding four calendar days in any one military leave year. If the additional 4 calendar days are insufficient to cover the excess, then the employer may grant leave as a charge against recreation or long service leave to credit or as leave without pay.

- (d) Alternative Arrangements - Whilst every effort should be made to release an employee from work at the time requested, military leave may be refused if it is not in the public interest to grant the leave at the time applied for. In such cases, the leave is to be granted later in the military leave year to enable the employee to attend an equivalent annual camp, school, class or course of instruction.
- (e) Payment for Military Leave - Payment of wages in respect of periods of military leave is additional to any payments that the employee receives from the Defence Force Reserves.

10.2 Medical Examinations - Special leave up to a maximum of one day may be granted for the time necessary to attend a medical examination or tests for acceptance as a part-time member of the Defence Force Reserves, subject to production of evidence of attendance.

- 10.3.1 Casual Employees - A casual employee required to undertake part-time military training may be granted leave on the same basis as applies to other employees, provided the period does not exceed the period in which he or she would normally have been employed by the current employer.

## 11. Study Time

11.1 Purpose - Study time is granted for the following purposes:

- (a) attendance at compulsory lectures, tutorials or residential schools, where these are held during working hours;
- (b) necessary travelling during working hours to attend lectures or tutorials held during or outside working hours;
- (c) weekly private study;
- (d) to provide a period of time off prior to or during the examination period for private study purposes as an alternative to weekly study time.

11.2 Courses Eligible for Study Time - Courses for which study time is granted must meet at least one criteria in each of the subclauses below:

- (a) lead to a recognised qualification; or  
 be a TAFE special course; or  
 be a bridging or qualifying course; or  
 be an incidental subject which forms part of a course for which study time would be available, where the incidental subject is of relevance to the employer or the public sector.
- (b) be administered by a public institution;  
 be accredited by the Department of Education and Training; or  
 lead to membership of a registered professional organisation.
- (c) be able to be taken on a part-time basis. Study time does not apply to a course that is organised essentially for full time students or which, in later stages, requires full-time attendance.

11.3 More Than One Course Studied at the One Time -

- (a) Study time may be granted for more than one course at the same time, provided that the two courses together result in a part-time load and the attendance pattern is convenient to the employer.
- (b) Regardless of the number of courses studied at one time, the maximum grant remains four hours per week, as outlined in subclause 10.4 below.

#### 11.4 Calculation of Study Time Grant -

- (a) Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week and in respect of correspondence courses, by allowing half an hour for every hour of tutorial or lecture attendance in a corresponding face to face course.
- (b) Where there are block attendance requirements or field days, the grant is calculated by:
  - Step 1: totalling the attendance requirement, in hours, for the semester;
  - Step 2: dividing this amount by two;
  - Step 3: dividing this by the number of weeks in the semester that lectures are held;
  - Step 4: this amount, or 4 hours, whichever is the lesser, is the weekly amount granted.

#### 11.5 Additional Leave -

- (a) Where the grant in subclause 10.4 above is insufficient to cover essential absences, the necessary extra should be granted. Additional leave which, together with leave granted under 10.4 above, totals 4 hours or less does not have to be made up. Leave of more than 4 hours per week must be made up.
- (b) Study time granted in excess of 4 hours may be made up either in advance or in retrospect.

#### 11.6 Study Time in Excess of Four Hours Per Week - Study time granted in excess of four hours per week may be made up either in advance or in retrospect but always in accordance with the arrangement negotiated, in advance, between the employer and employee.

When such an arrangement is being negotiated, the following factors should be considered:

- (a) nature of the duties;
- (b) needs of the workplace;
- (c) whether additional leave granted can be made up before the next grant; and
- (d) use of other forms of leave to offset the additional study time where making it up is impractical.

#### 11.7 When Study Time is Postponed or Not Granted.

- (a) Study time is not to be granted in respect of any classes not attended or when an employee is absent on any other form of leave.
- (b) Study time is an expendable grant. It is lost if not taken at the nominated time but, if an emergency situation arises and the employee is asked by the employer to forego their normal study time, such time may be granted on another day during the same week.

#### 11.8 Power to Grant or Refuse - The grant of study time is subject to the relevance of the course and employer convenience. The employer has the power to grant, and to refuse, study time and the actual study time arrangement must be negotiated between the employee and the employer.

#### 11.9 Repeated Subjects -

- (a) 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 employee's control.
- (b) An employee attending, during working hours, repeat subjects for which study time has not been granted, must make up all time taken off in attending those subjects.

#### 11.10 Accumulation - Subject to employer's convenience:

- (a) employees may choose to accumulate part or all of their study time;
- (b) accumulated study time may be taken in any pattern or at any time.

#### 11.11 Compulsory Residential Schools - Correspondence students may accumulate their study time as outlined in subclause 10.10 above in order to cover any compulsory residential schools.

#### 11.12 Block Grants -

- (a) Some courses require substantial block attendance to allow students to undertake compulsory practical work experience.
- (b) A block grant may be made, either in addition to or instead of study time accumulating under 10.11 above, if the employer is satisfied that:
  - (1) block attendance is compulsory;
  - (2) the usual study time grant is inadequate; and
  - (3) the course is of significant value and therefore warrants a different kind of grant.

#### 11.13 Maximum Periods of Block Grants - Block periods of study time may be granted as follows:

- (a) up to 10 days study time may be granted in addition to the grant outlined in subclause 10.5 above;
- (b) up to 20 days study time may be granted instead of the grant outlined in subclause 10.6 above.

#### 11.14 Study Time Granted for the Whole Course - In some circumstances it may be more appropriate to grant an amount of study time for the whole course. Such study time can then be taken according to the needs of the employee and employer's convenience. In cases of this type, the average yearly study time taken should not be more than 10 days, if taken in accordance with 10.13(a) above or 20 days, if taken in accordance with 10.13(b) above.

#### 11.15 Courses Involving Research and Thesis - Block periods of study time may be granted to staff in relation to the research and thesis component of:

- (a) higher degrees;
- (b) qualifying studies to higher degrees; or
- (c) Honours studies.

#### 11.16 Grant of Block Periods in Respect of Courses Involving Research and Thesis - These block periods may be granted on the following basis:

- (a) 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 10 days study time for the thesis or major project component;
- (b) for qualifying studies entirely by thesis the grant is 10 days;
- (c) for masters degree studies by research and thesis only, the total grant is 25 days for courses of 2 years' minimum duration and 35 days for courses of 3 years' minimum duration.
- (d) for doctoral studies, the total grant for the course is 45 days.

11.17 Monitoring Study Time - Employers should ensure that:

- (a) employees granted study time have completed their enrolments;
- (b) employees are continuing with the course for which study leave has been granted;
- (c) where there is a choice of times for attendance, the actual attendance pattern is convenient to the employer as well as the employee; and
- (d) additional study time, in excess of four hours per week, is made up.

11.18 The Application Process - Employees who wish to apply for study time should formally notify the employer as soon as possible. Where study time has been granted, employees should give the employer reasonable notice of the program for each year or semester and their proposed pattern of leave. This will allow any negotiations to be completed before the academic year or semester begins.

11.19 Refusal of Study Time Applications - Where an employer decides to refuse an application for study time, he or she should ensure that:

- (a) timely advice is given to the applicant to allow consideration of alternatives;
- (b) counselling is available to applicants to consider alternatives;
- (c) reasons for refusal are clearly and promptly stated, in writing, to the applicant;
- (d) an internal review process or grievance procedure is available should the employee wish a review of the decision.

If subsequently the decision not to grant study time is overturned, the employer may grant study time retrospectively.

11.20 Examination Leave -

- (a) Paid leave, up to a maximum of 5 working days per year, may be granted in respect of attendance at examinations in approved courses of study. Examination leave is available to both face to face and correspondence students.
- (b) The period granted is to include time actually involved in the examination and necessary travelling time. Examination leave is not to be granted in respect of any examinations conducted within normal class timetable during the term or semester, and where study time has been granted to the candidate

## 12. Parental Leave

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

12.1 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:

- (a) For a period up to 9 weeks prior to the expected date of birth; and
  - (b) For a further period of up to 12 months after the actual date of birth.
  - (c) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 12.2 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:
- (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
  - (b) For such period, not exceeding 12 months on a full-time basis, as the employer may determine, if the child has commenced school at the date of the taking of custody.
  - (c) 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.
- 12.3 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (a) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
  - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 12.4 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:
- (a) Applied for parental leave within the time and in the manner determined set out in subclause 12.1 of this clause; and
  - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
    - (1) Continuous service is defined as full or part-time but not casual service, within the NSW Public Service or within a State or governmental organisation proclaimed as such under the Public Sector Employment and Management Act 2002.
  - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
    - (1) in advance as a lump sum; or
    - (2) fortnightly as normal; or
    - (3) fortnightly at half pay; or
    - (4) a combination of full-pay and half pay.

- 12.5 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:
- (a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
  - (b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
  - (c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 12.6 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
  - (b) at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
  - (c) at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 12.7 Calculation of increments and leave credits:
- (a) Increments - any period of paid parental leave (at full or half-pay) shall count as full service for the purposes of determining incremental progression. However, unpaid parental leave shall not count as service for determining incremental progression.
  - (b) Leave credits -
    - (1) Parental leave at full pay shall count as full service for the purposes of determining all forms of leave.
    - (2) Parental leave at half pay is paid leave that is being taken at a reduced rate of pay and shall accrue all other leave at half the rate.
    - (3) Unpaid parental leave shall not count as service for determining any form of leave entitlement except for extended leave in cases where at least 10 years of service has been completed and the unpaid parental leave does not exceed 6 months.
- 12.8 Except as provided in subclauses 12.4, 12.5 and 12.6 of this clause, parental leave shall be granted without pay.
- 12.9 Right to request
- (a) An employee who has been granted parental leave in accordance with subclause 12.1, 12.2 or 12.3 may make a request to the employer to:
    - (1) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
    - (2) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the employee in reconciling work and parental responsibilities.



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

#### 12.10 Notification Requirements

- (a) 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.
- (b) 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:
  - (1) that she/he intends to take parental leave, and
  - (2) the expected date of birth or the expected date of placement, and
  - (3) if she/he is likely to make a request under subclause 12.9.
- (c) At least 4 weeks before an employee's expected date of commencing parental leave they must advise:
  - (1) the date on which the parental leave is intended to start, and
  - (2) the period of leave to be taken.
- (d) Employee's request and the employer's decision to be in writing  

The employee's request under 12.9(a)(1) and the employer's decision made under 12.9(a)(2) must be recorded in writing.
- (e) 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 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.
- (f) 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.
- (g) An employee must notify the employer as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (h) 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.

12.11 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 12.8, and she/he resumes duty immediately after the approved leave or work on a part time basis.

12.12 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 appointed to a role of the same grade and classification as the employee's former role.

- 12.13 If the role occupied by the employee immediately prior to the taking of parental leave has been moved as part of a formal relocation of an organisational unit (for example, the relocation of all or part of an agency from the Central Business District, or the regionalisation of agency's functions) the employee has the right to return to the former role in the new location. If the employee so requests, the employer should consider the practicability of transferring the employee to a role at the same classification and grade in the former, or more suitable location.
- 12.14 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.
- 12.15 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 employer) must be given.
- 12.16 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.
- 12.17 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.
- 12.18 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
  - (b) the total period of parental leave, is not extended by the taking of recreation leave at half pay;
  - (c) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 12.19 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.
- 12.20 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.
- 12.21 Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
    - (1) 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
    - (2) 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.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) of this subclause.

12.22 Employees entitled to parental leave shall also have an additional entitlement as set out in Appendix B.

### **12A. Lactation Breaks**

12A.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.

12A.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.

12A.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.

12A.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.

12A.5 The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

12A.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.

12A.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.

12A.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 7, Sick Leave of this award, or access to flexible working hours, where applicable.

### **13. Absence Whilst on Compensation to Count as Service for Leave Purposes**

Absence due to incapacity caused by an accident for which compensation is payable is to be regarded as service for the accrual of all leave.

### **14. Absences Caused By Adverse Weather Conditions**

Where an employee is stood down without pay because of an adverse weather condition, such absence is to be regarded as service for recreation and long service leave purposes.

### **15. Continuity of Service**

- 15.1 Periods of absence not to affect continuity - Continuity of service shall be deemed not to be broken by periods of absence on recreation, sick or long service leave or other absences not involving a termination of the contract of employment.

An employee's contract of employment and continuity of service shall also be deemed not to be broken by termination of services arising directly or indirectly from an industrial dispute or where the services have been terminated by the employing authority by reason of slackness of work. Such break in the contract of employment however is not to be taken into account in calculating the period of service.

- 15.2 Termination due to ill health and subsequent re-employment - Where the services of an employee have been terminated because of ill health but the employee is re-employed within a period of twelve months, the previous service is to be taken into account for recreation and sick leave purposes, provided the employee is able to produce a medical certificate which covers the whole period of absence, that is, from date of termination to date of re-employment.
- 15.3 Taking of Leave - Leave is to be taken, whenever practicable, upon the completion of each 12 months service and not later than six months after accrual.
- 15.4 General - In all other respects, the provisions for Recreation Leave under clause 4 apply.

### **16. Uniforms**

One new uniform shall be supplied to each tipstaff upon appointment as a tipstaff and thereafter upon each twelve months completed service each tipstaff shall receive a new uniform provided that each tipstaff shall be responsible for the reasonable upkeep and repair of his or her own uniform.

### **17. Grievance and Dispute Settling Procedures**

- 17.1 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.
- 17.2 An employee is required to notify in writing their immediate supervisor, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and if possible, state the remedy sought.
- 17.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 17.4 The immediate supervisor, 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.
- 17.5 If the matter remains unresolved with the immediate supervisor, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Department Head.
- 17.6 The Department Head may refer the matter to the Public Service Commission for consideration.
- 17.7 If the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 17.8 An employee, at any stage, may request to be represented their union.

- 17.9 The employee, or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 17.10 The employee, Association, department and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 17.11 Whilst the procedures outlined in subclauses 16.1 to 16.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

### **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, age and responsibilities as a carer.
- 18.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have an obligation to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 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.

### **19. Secure Employment**

#### 19.1 Objective of this Clause

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

#### 19.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment

converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph 19.2(a), upon receiving notice under subclause 19.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 19.2(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 19.2(c), discuss and agree upon:
  - (1) whether the employee will convert to full-time or part-time employment; and
  - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph 19.2(f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

### 19.3 Workplace Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
  - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation

and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
  - (2) provide employees of the labour hire business and/or contract business with appropriate workplace health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 18.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Workplace Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

#### 19.4 Disputes Regarding the Application of this Clause

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

- 19.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent legislation) and are deemed by the relevant authority to comply with the national standards for Group Training Organisations.

### **20. Leave Reserved**

In the event that any conditions relating to matters other than those dealt with by this award are altered, except with the consent of the Association, liberty to apply is reserved to the Association.

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

- 21.1 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- 21.2 Changes made to this award subsequent to it first being published on 14 March 2008 have been incorporated into this award as part of the review.

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

The salaries are set in accordance with the Crown Employees (Public Sector - Salaries 2015) Award and are effective from the first pay period to commence on or after 1 July 2015.

**Table 1**

Tipstaff	Salary Per Annum Effective 1 July 2016
	\$
1st Year of service	57,015
2nd Year of service	58,108
3rd Year of service	59,120
Tipstaff to the Chief Justice	60,155

**APPENDIX A**

- (1) 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 (2) 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,
- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (2) A family member for the purposes of paragraph (i)(a) above is:
- (a) a spouse of the employee; or



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

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

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

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

(3) 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.

## APPENDIX B

- (1) Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
  - (a) the employee or employee's spouse is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
  - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;  
to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing  
The employee's request and the employer's decision made under 3(a) and 3(b) must be recorded in writing.
- (d) Request to return to work part-time  
Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (4) Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

J. D. STANTON, Commissioner

**CROWN EMPLOYEES (TRADES ASSISTANTS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006281)

Before Commissioner Stanton

2 August 2016

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

Clause No.	Subject Matter
1.	Hours - Day Workers
2.	Wages
3.	Mixed Functions
4.	Special Rates
5.	Overtime
6.	Shiftwork
7.	Holidays and Sunday Work
8.	Payment of Wages
9.	Contract of Employment
10.	Distant Work
11.	Special Conditions
12.	Hygiene and Safety First-Aid Outfit
13.	Conveniences
14.	Damage to Clothing or Tools
15.	Special Clothing
16.	Excess Fares and Travelling Time
17.	Expense Related Allowances
18.	Exhibition of Award
19.	Dispute Resolution Procedures
20.	Family and Community Service/Personal Carer's Leave
20A.	Leave for Matters Arising from Domestic Violence
21.	Parental Leave
21A.	Lactation Breaks
22.	Anti-Discrimination
23.	Picnic Day
24.	General Leave Conditions and Accident Pay
25.	Union Delegate
26.	Deduction of Union Membership Fees
27.	Secure Employment
28.	Area, Incidence and Duration

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

Table 1 - Wages

Table 2 - Other Rates and Allowances

## PART A

### 1. Hours - Day Workers

- 1.1 Except as provided elsewhere in this Award the ordinary working hours shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four-week work cycle.
- 1.2 The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00 a.m. and 6.00 p.m. Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.
- 1.3 By agreement in writing between the employer and the employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant award will apply to the alternate day off.
- 1.4 Where the fourth Monday or agreed rostered day off falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 1.5 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 1.6 Where an employee has not worked a complete 4 week cycle, they shall be entitled to pro-rata accrued entitlements towards a rostered day off for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.
- 1.7 In addition to their accrued entitlements, employees shall be paid at the rates for Saturday work as provided in Clause 5, Overtime, if required by the employer to work on an accrued rostered day off. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.
- 1.8 Where an employee works on their rostered day off in accordance with subclause 1.8, the employee may elect, where practicable, to have another day off in substitution before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.
- 1.9 A paid rest period of ten minutes shall be provided between 9 a.m. and 11 a.m. or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the employer. The taking of the tea break shall not involve a complete stoppage of work. Where the majority of employees on a particular site are covered by awards other than this award, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.

### 2. Wages

The ordinary rates of pay for employees under this award shall be as set out in Table 1 of Part B of this award. These rates will be adjusted in accordance with variations of the *Crown Employees (Public Sector – Salaries 2016) Award* or any replacement award.

### 3. Mixed Functions

Where an employee is engaged for more than two hours daily or per shift on temporary assignment, they shall be entitled to an allowance or rate allowance for the whole of such day or shift. If the temporary assignment is undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked.

#### 4. Special Rates

In addition to the wages prescribed in clause 2 Wages, the following special rates and allowances shall be paid to employees, and will be adjusted in accordance with variations of the *Crown Employees (Public Sector - Salaries 2016) Award* or any replacement award:

- 4.1 Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius shall be paid the allowance rate specified in Item 1 of Part B, Table 2. Where such work continues for more than two hours, employees shall be entitled to twenty minutes rest after every two hours work without loss of pay.
- 4.2 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 2 of Part B, Table 2. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 4.3 Dirty Work - Work which is considered by both a supervisor and worker to be of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned, and for which no other special rates are prescribed, shall be paid for by the allowance rate specified in Item 3 of Part B, Table 2.

In the case of disagreement between the supervisor and worker the latter shall be entitled within twelve hours to ask for a decision on their claim by the employer, industrial officer, manager, superintendent or engineer. A decision shall be given on the worker's claim within twenty-four hours of its being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the employer, industrial officer, manager, superintendent or engineer, it shall have the right to bring such case before the Industrial Relations Commission of New South Wales.

- 4.4 Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 4 of Part B, Table 2. Height shall be calculated from where it is necessary for the employee to place their hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial structure that, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health and Safety Regulation 2011*.
- 4.5 Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid the allowance rate specified in Item 5 of Part B, Table 2. In places where the temperature exceeds 54 degrees Celsius, such employees shall be paid the allowance rate specified in Item 5 of Part B, Table 2.

Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours' work, without deduction of pay. The work supervisor will decide as to the temperature level, after consultation with the employees who claim the extra rate.

- 4.6 Insulation Material - An employee working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material of a like nature is being used in insulating work, shall be paid the allowance rate specified in Item 6 of Part B, Table 2. If the insulating material is silicate, they shall be paid an extra hourly amount also set out in Item 6. This additional allowance shall apply whether the employee is actually handling such material or not, if the insulating material includes granulated cork. The allowance will not be paid for the handling of corkboard or materials contained in unbroken packages.
- 4.7 Smoke-boxes, etc - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an hourly allowance. An employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while also working inside such boiler, be entitled to a further allowance. The rates for both allowances are specified in Item 7 of Part B, Table 2.

## 4.8 Wet Places -

- (i) An employee working in any place where water is continually dripping on the employee, or where there is water underfoot so that clothing and boots become wet, shall be paid the allowance rate specified in Item 8 of Part B, Table 2. This extra rate is not payable where an employee is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.
- (ii) An employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 9 of Part B, Table 2.
- (iii) An employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 10 of Part B, Table 2. This subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.

4.9 Acid Furnaces, Stills, etc - A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid the allowance rate specified in Item 11 of Part B, Table 2.

4.10 Towers Allowance - An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rate specified in Item 12 of Part B, Table 2, for all work above fifteen metres.

4.11 Depth Money - An employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth shall be paid the allowance rate specified in Item 13 of Part B, Table 2.

4.12 Swing Scaffolds - The allowance rate specified in Item 14 of Part B, Table 2, for the first four hours or any portion thereof, and for each hour thereafter on any day shall be made to any persons employed:

- (i) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
- (ii) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

Solid plasterers when working off a swing scaffold shall receive an additional hourly payment as set out in Item 14 of Part B, Table 2.

An employee shall not be required to raise or lower a swing scaffold by themselves.

4.13 Septic Tanks - If an employee is required to work in a septic tank in operation he/she shall be paid an additional amount set out in Item 15 of Part B, Table 2 per day or part of a day.

4.14 Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature, then only the highest of such rates shall be payable.

4.15 Rates Not Subject To Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.

4.16 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid the allowance rate specified in Item 16 of Part B, Table 2.

4.17 Distant Places -

- (i) All employees working in districts west and north of and excluding:
  - (a) State Highway No. 17 from Tocumwal to Gilgandra;
  - (b) State Highway No. 11 from Gilgandra to Tamworth;
  - (c) Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes.

shall be paid the allowance rate specified in Item 17 of Part B, Table 2.

- (ii) All employees working the in Western Division of the State shall be paid the allowance rate specified in Item 17 of Part B, Table 2.
- (iii) All employees working within the area bounded by and inclusive of:
  - (a) Snowy River from the New South Wales border to Dalgety, then by road directly from Dalgety to Berridale;
  - (b) on the Snowy Mountain Highway at Adaminaby to Blowering;
  - (c) from Blowering southwest to Welaregang and on the Murray River;
  - (d) in a south-easterly direction along the New South Wales border to the point of commencement.

shall be paid the allowance rate specified in Item 17 of Part B, Table 2 extra per day or part thereof.

#### 4.18 Applying Obnoxious Substances -

- (i) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (ii) In addition, employees applying such material in buildings, which are normally air-conditioned, shall be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (iii) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator. In addition, protective clothing shall be supplied where recommended by the NSW Department of Health.
- (iv) Employees working in close proximity to employees so engaged shall be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (v) For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

4.19 Foundry Allowance - Employees, whilst employed in a foundry, shall be paid an allowance as set in item 19 of Part B, Table 2 for each hour worked to compensate for all disagreeable features associated with foundry work. This includes heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise. The allowance herein prescribed shall be in lieu of any payment otherwise due under this clause.

#### 4.20 Asbestos Eradication -

This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.

Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos.

All aspects of asbestos eradication work shall be conducted in accordance with the *Work Health and Safety Regulation 2011*

In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 20 of Part B, Table 2. This is in lieu of special rates as prescribed in Clause 4 Special Rates, with the exception of subclauses 4.1 cold places; 4.5 hot places; 4.12 swinging scaffolds.

Other Conditions - The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the award as varied from time to time.

## 5. Overtime

5.1 Overtime shall be payable for all time worked outside the ordinary hours prescribed in Clause 1, Hours - Day Workers, for any one day, including accrued time. The rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause 5.2 of this clause, in computing overtime each day's work shall stand alone.

5.2 Rest Period after Overtime: Following completion of overtime, an employee shall either:

- (i) Be released from resuming ordinary duty for a period of 10 consecutive hours. This number of hours does not include time spent travelling; or,
- (ii) If required to resume or continue working without having had a break of 10 consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given. This break shall be granted without loss of pay for ordinary working time occurring during such absence.
- (iii) In the case of shift workers, the provisions of this subclause shall apply as if eight hours were substituted for ten hours when overtime is worked:
  - (a) for the purpose of changing shift rosters; or
  - (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
  - (c) where a shift is worked by arrangement between the employees themselves.

5.3. Call Back -

- (i) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time recalled. In the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:
  - (a) in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside their ordinary working hours; or
  - (b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.



- (ii) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 5.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.
- (iii) If an employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 21 of Part B, Table 2 and allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

#### 5.4 Saturday Work - Five Day Week -

A day worker on a five-day week who is required to work on a Saturday shall be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon shall be paid for at double time rates. Tea Breaks shall be allowed in accordance with subclause 1.10 of Clause 1, Hours - Day Workers.

#### 5.5 Standing By -

An employee required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time they are advised of the requirement to stand by. This is subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back.

#### 5.6 Meal Hours - General -

Except as provided in subclause 5.7, Meal Hours - Maintenance Employees, Concrete Pours etc., double time rates shall be paid for work done during meal hours and thereafter until a meal break is allowed. An employee shall not be compelled to work for more than six hours without a break for a meal.

#### 5.7 Meal Hours - Maintenance Employees, Concrete Pours, etc -

- (i) Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an employee employed as a regular maintenance person shall, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 5.6.
- (ii) Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the employer may alter the lunch break either forward or backward by one hour.

#### 5.8 Tea Money -

Tea Money - An employee required to work overtime shall be paid the amount set out in item 21 of Part B, Table 2 for Meal Allowance after one and a half hours overtime. A further payment as set out in item 21 of Part B, Table 2 for Meal Allowance Each Subsequent Meal shall be made after a further two and a half hours overtime (i.e., after four hours in total) and then for each subsequent period of four hours overtime. Such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

#### 5.9 Transport of Employees -

An employer shall provide transport for an employee where he/she finishes overtime work or a shift not part of their regular roster at a time when reasonable means of transport are not available. If transport is not provided the employee shall be paid at their current rate for the time reasonably occupied in reaching their home. This subclause shall not apply to an employee who uses their own vehicle to travel to and from their place of work.

#### 5.10 Compulsory Overtime -

- (i) An employer may direct any employee to work reasonable overtime at overtime rates provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
  - (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
  - (b) any risk to employee's health and safety,
  - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
  - (d) the notice (if any) given by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
  - (e) any other relevant matter.

#### 5.11 Cribs -

- (i) An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 1, Hours, Day Workers and Clause 6, Shiftwork.
- (ii) Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm without loss of pay.

#### 5.12 Limitation of Overtime -

No employee, including a night shift worker, shall work for more than 16 hours overtime in any week excepting in the case of extreme urgency such as urgent repairs or delay causing unemployment.

### 6. Shift Work

#### 6.1 Definitions - For the purpose of this clause:

"Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

"Continuous Work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

"Rostered Shift", means a shift of which the employee concerned has had at least forty-eight hours' notice.

#### 6.2 Hours - General -

- (i) Employees on shift work shall accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift for every 20-shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause.

- (ii) Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 7, Holidays and Sunday Work, shall be regarded as shifts worked for accrual purposes.
- (iii) Except as provided above, employees not working a complete four week cycle shall be paid accrued pro-rata accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment, on termination.
- (iv) The employer and employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation shall be limited to no more than 5 days before they are taken as paid days off. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20-shift cycle.
- (v) Where an employer, for emergency reasons requires an employee to work on their rostered day off, the terms and conditions prescribed in subclauses 1.8 and 1.9 of Clause 1 Hours - Day Workers, shall apply.

6.3 Hours - Continuous Work Shifts - This subclause shall apply to shift workers on continuous work -

- (i) The ordinary hours of such shift workers shall not exceed -
  - (a) eight in any one day; nor
  - (b) forty-eight in any one week; nor
  - (c) eighty-eight in fourteen consecutive days; nor
  - (d) one hundred and fifty two in twenty-eight consecutive days.
- (ii) Subject to the following conditions such shift workers shall work at such times as the employer may require:
  - (a) a shift shall consist of not more than eight hours, inclusive of crib time;
  - (b) except at the regular changeover of shifts an employee shall not be required to work more than one shift in each twenty-four hours;
  - (c) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

6.4 Hours - Other than Continuous Work - This subclause shall apply to shift workers not on continuous work. The ordinary hours of such shift workers shall not exceed -

- (i) forty in any week to be worked in five shifts of eight hours Monday to Friday, inclusive; or
- (ii) eighty in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;
- (iii) one hundred and twenty-one consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

6.5 Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

- 6.6 The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.

Determined commencing and finishing times of shifts may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment. In the absence of agreement, variation can occur by the employer giving seven days' notice of alteration to the employee.

- 6.7 Afternoon or Night Shift Allowances - Shift workers whilst on afternoon or night shifts shall be paid 15 per cent more than the ordinary rate for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid at the rate of time and a half for the first three hours and double time thereafter.

An employee who:

- (i) during a period of engagement on shifts, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of their working time off night shift in each shift cycle;

shall during such engagement, period or cycle be paid 30 per cent more than their ordinary rate for all time worked as ordinary working hours on such night shifts.

Notwithstanding anything elsewhere contained in this subclause, employees of the Department of Education who are required to work on an afternoon shift, as defined, on an intermittent basis of from one to five evenings in any week shall be paid 15 per cent more than the ordinary rates for such shift when the shift ceases not later than 9 pm. Where the shift ceases after 9 pm, the employee shall be paid 20 per cent more than the ordinary rates for such shift.

- 6.8 Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 6.7 of this clause.

- 6.9 Overtime - An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work in accordance with such requirement.

- 6.10 Sundays and Holidays -

- (i) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three-quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one-half.
- (ii) Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 7, Holidays and Sunday Work. Where shifts commence between 11 pm and midnight on a Sunday or a holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate. The time worked by an employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where the major portion of a shift falls on a holiday, that shift shall be regarded as the holiday shift.

## **7. Holidays and Sunday Work**

- 7.1 Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.
- 7.2 Except as provided in subclause 6.10 Sundays and Holidays of Clause 6, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until relieved from duty.
- 7.3 An employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until they have had ten consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.
- 7.4 An employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.
- 7.5 Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

Where public holidays fall on successive days an employee who works on either the day preceding or succeeding the holiday, but not on both, shall be entitled to payment for the holiday closest to the said day. No payment shall be made if the employee has ceased work without permission on either of the said days.

- 7.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, he/she shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.
- 7.7 The provisions of subclause 1.10 of clause 1, Hours - Day Workers, of this award, shall apply to employees working on Sundays and Holidays.

## **8. Payment of Wages**

- 8.1 Wages shall be paid fortnightly. For the purpose of any increase to the wages, the wages shall be made up on a weekly basis.
- 8.2 Wages shall be paid into a bank or other account, except in isolated areas where payment will be made by cheque.
- 8.3 The employer shall not keep more than 3 days pay in hand.
- 8.4 Upon termination of employment wages shall be paid according to the usual method no later than the next working day. Where an employee is summarily dismissed as provided for in Clause 9, Contract of Employment, the employer shall provide all monetary entitlements within 48 hours according to the usual method of payment.

## **9. Contract of Employment**

- 9.1 Weekly Employment - Except as otherwise provided, employment shall be by the week.
- 9.2 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such cases the wages shall be paid up to the time of dismissal only.

Where an employee has given or been given notice, employment is continued until the date of the expiration of such notice, except by agreement between the parties.

An employee who has given or been given notice in line with this subclause must provide a reasonable explanation for any absences during the period of notice. Proof of the reason for such absence must be provided by the employee. If no proof is provided, the employee shall be deemed to have abandoned their employment, and shall not be entitled to payment for work done within the period of notice.

- 9.3 Payment shall be deducted for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work that the employer cannot reasonably be held responsible for. This is not including time lost for wet weather.
- 9.4 An employee (other than an employee who has given or received notice in accordance with subclause 9.2) not attending for duty shall, except as provided by clause 7, Holidays and Sunday Work, receive no payment for the actual time of such non-attendance.
- 9.5 During the first week of employment, an employee's services may be terminated by the giving of one hour's notice on either side.
- 9.6 Late Comers: Notwithstanding anything elsewhere contained in this award, employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an employee has a legitimate reason for coming late or leaving early and promptly advises the employer of such.

An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.

#### **10. Distant Work**

- 10.1 Distant work is defined as work that requires employees to live away from their usual place of residence. An applicant for a position involving distant work shall provide the employer with a statement in writing of their usual place of residence. If the employee, whilst employed on distant work changes their usual place of residence one or more times, determination of whether the work can still be defined as distant work is based on the location of the new place of residence. The employee must inform the employer in writing of any change to their usual place of residence.

This clause will not apply to an employee who, after four weeks employment is appointed to work as a regular employee at a permanent workshop, while they are employed at such a workshop.

- 10.2 An employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the employer's expense. If the employee is called back to the work site after finishing their daily duties, they again shall be transported to and fro at the employer's expense for each occurrence.
- 10.3 Return fares and travelling time need not be paid to an employee who:
- (i) leaves their employment of their own free will; or
  - (ii) is discharged for misconduct
- before completion of three months employment or before the job is completed, whichever occurs first; or is discharged for incompetence within one week of engagement.
- 10.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No employee shall be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 22 of Part B, Table 2.

- 10.5 On distant work reasonable board and lodging shall be provided by the employer or a weekly (7 day) allowance as set out in Item 23 of Part B, Table 2. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the end of a period of distant work, the allowance shall be all living expenses actually and reasonably incurred but not exceeding the amount as set out in Item 23 of Part B, Table 2.
- 10.6 Reasonable board and lodging shall mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available.
- 10.7 Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available for the employee to proceed to and from their home each day, subclauses 10.5 and 10.6 of this clause shall not apply.

For such employees, the employer shall provide a camp with accommodation in single cubicles, not less than 14 cubic metres in size. Each cubicle shall be fitted with a bed with mattress. Each cubicle shall have a timber floor covering, be fitted with a door and a moveable window of reasonable size, with wire screen covering. The cubicle shall be furnished with a table or suitable substitute, a seat and a wardrobe. Each cubicle shall be ceiled and lined and artificial lighting provided. If reasonably required, the employer shall provide a suitable heating appliance for each cubicle.

Provision shall be made in the camp for suitable washing facilities; including hot and cold showers, provided that an adequate water supply is available. Employees shall also be provided with sufficient facilities to wash their clothes. Sanitary conveniences shall be adequate, sewered where reasonably practicable and situated within reasonable distance from the living quarters. The conveniences shall have adequate access by properly lighted paths. Effluent from kitchen, laundry and showers should be dispersed in such a way as to avoid any health risk. A veranda shall be constructed in front of each room, except where corridor-type barracks are provided.

The employer shall provide an enclosed galley conforming to the requirements of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, as varied from time to time, or by any award replacing the said award.

Where the circumstances so require, the employer may, as an alternative, provide caravans for employees. The caravans should contain as far as practicable, amenities at least equal to those specified above.

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 24 of Part B, Table 2 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

Leave is reserved to the employers to apply in respect of the standards of accommodation under this subclause.

- 10.8 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 25 of Part B, Table 2 on each occasion they return home - provided they:
- (i) work as required during the ordinary working hours, and
  - (ii) work on the working day both before and after a weekend, and
  - (iii) notify the employer no later than the Tuesday of each week, and
  - (iv) return home for the weekend.

Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 10.7, for the day or days on which they are absent.

- 10.9 This subclause shall not apply to an employee who is receiving the allowance rate specified in Item 23 of Part B, Table 2 in lieu of board and lodging being provided by the employer.
- 10.10 An employee shall be deemed to have returned home at the weekend only if this involves him/her in being absent from their accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next week.
- 10.11 The provisions of this clause shall apply wherever the employee is engaged.
- 10.12 An employee on distant work may return home at a weekend after three months' continuous service and thereafter at three monthly intervals. The employee shall be paid any fares reasonably incurred in so travelling to their home and to the place of work. If the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause shall not apply.
- 10.13 The employer shall obtain and the applicant shall provide the employer with a statement in writing of their usual place of residence.
- 10.14 The employee shall inform the employer in writing, of any subsequent change in their usual place of residence.

### **11. Special Conditions**

- 11.1 Employees engaged installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged shall be reimbursed the amount of damage sustained.
- 11.2 All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acids or acid fumes. At all times the *Work Health and Safety Regulation 2011*, shall be complied with.
- 11.3 Employees working in battery room or like places where acids or caustic soda are stored or used shall be provided with gloves, overalls and rubber boots. These are to be periodically disinfected in accordance with the requirements of the Department of Health for disinfecting clothing, while in use and before being issued to another person.
- 11.4 The employer shall provide a suitable gas mask at the place of work when the employee is required to work on a live gas service.
- 11.5 X-ray - an employee working in an infectious area of a hospital or home shall be X-rayed at the employer's expense and in the employer's time after each six months or at the termination of their employment in such hospital or home, whichever is the sooner.

### **12. Hygiene and Safety First-Aid Outfit**

- 12.1 The employer shall provide and maintain at the place of work an efficient first-aid kit and appliances in line with the provisions of the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*
- 12.2 In the event of any accident happening to any employee whilst at work or going to or from work where the employee is so seriously injured that they cannot travel by their own means, the employer shall provide transport facilities free of charge to the nearest hospital or doctor.
- 12.3 At a place of work where fifty or more persons are employed, the employer shall provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, he or she shall be paid an additional rate as set in Item 26 of Table 2, Part B.



### 13. Conveniences

- 13.1 The employer shall provide on each place of work sanitary conveniences in accordance with the requirements of the local health authority providing that such conveniences will at least measure up to the following minimum standard:
- (i) they shall be at least 1.066 metres wide and 1.371 metres long and 2.34 metres high internal measurement and shall have a hinge door capable of being fastened both inside and on the outside.
  - (ii) the walls and roof and door shall be of weatherproof material and shall be so constructed as to ensure privacy.
  - (iii) each convenience shall be provided with a suitable receptacle for, and an adequate supply of, deodorising or fly-repellent material, blue oil or kerosene or phenol. It shall also be provided with a means for disposing of sanitary items.
  - (iv) a fly-proof cover and seat shall be provided should sewerage not be accessible or connected to the toilet or convenience.

The ratio of such accommodation shall be one convenience to eight employees or part of eight employees.

- 13.2 The employer shall provide at the place of work a suitable and secure weatherproof lock-up solely for the purpose of storing employees' tools. Where tools are stolen because no lock-up has been provided, the employee shall be compensated to the extent of their loss.
- 13.3 Where a total of fifteen tradespeople are working on site, whether employed under this award or otherwise, and the job has been or will be of two months' duration or longer, the employer shall provide for employees at the work site weatherproof accommodation for changing clothes. This accommodation shall be not less than .84 square metres to each employee.
- 13.4 At permanent places of work, the employer shall provide weather and dust proof accommodation for dressing, and lockers securely fixed with suitable locks, solely for the use of their employees.
- 13.5 At meal times and rest periods, boiling water shall be provided by the employer at a location that is reasonably accessible for employees.
- 13.6 The employer shall provide for employees an adequate supply of cool, clean drinking water.

### 14. Damage to Clothing Or Tools

An employee whose clothing is spoiled by acids or sulphur or other deleterious substance, due to the circumstances of their employment shall be recompensed by the employer to the extent of their loss.

### 15. Special Clothing

- 15.1 Where necessary, the employer shall provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.7 Smoke-boxes, etc., of clause 4 Special Rates.
- 15.2 If, in the course of employment, an employee is required to use muriatic acid they shall be provided with protective clothing.
- 15.3 The employer shall supply to employees rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.
- 15.4 When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters shall be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the New South Wales Department of Health.

### 16. Excess Fares and Travelling Time

- 16.1 An employee who is required by their employer to work at a job away from their accustomed workshop or depot shall report for work at that job at their usual starting time. For each day spent on such work, employees will be entitled to be paid travelling time where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop or depot.
- 16.2 The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays when it shall be time and one-half. The maximum travelling time to be paid for shall be twelve hours out of every twenty-four.

### 17. Expense Related Allowances

The Expense Related Allowances set out in Table 2, of Part B of this Award (i.e. Meal allowance, Distant work allowances, Camping allowance and Return home at weekend allowance) shall be adjusted in accordance with variations to the *Crown Employees (Skilled Trades) Award* or any replacement award.

### 18. Exhibition of Award

An up to date copy of this award shall be posted and kept posted by the employer in a prominent place on the employer's premises that is accessible to all employees.

### 19. Dispute Resolution Procedures

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following:

- 19.1 Procedure relating to a grievance of an individual employee:
- (i) The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer to discuss the grievance and state the remedy sought.
  - (ii) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (iii) Reasonable time limits must be allowed for discussion at each level of authority.
  - (iv) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
  - (v) While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
  - (vi) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.
- 19.2 Procedure for a dispute between an employer and the employees:
- (i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (ii) Reasonable time limits must be allowed for discussion at each level of authority.
- 19.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.

- 19.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.
- 19.5 Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales by any of the parties.

## **20. Family and Community Service/Personal Carer's Leave**

- 20.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:
- (i) a spouse of the employee; or
  - (ii) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
    - (a) "relative" means a person related by blood, marriage or affinity;
    - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - (c) "household" means a family group living in the same domestic dwelling.
- 20.2 Family and Community Service Leave
- (i) The employer may grant family and community service leave to an employee:
    - (a) for reasons related to the family responsibilities of the employee, or
    - (b) for reasons related to the performance of community service by the employee, or
    - (c) in a case of pressing necessityFamily and Community Service Leave replaces Short leave.
  - (ii) The maximum amount of family and community service leave on full pay that may be granted to an employee is:
    - (a) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
    - (b) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.
  - (iii) Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

- (iv) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete "per occasion" basis on the death of a person defined in subclause 20.1.

20.3 Use of sick leave to care for a sick dependant - general -

When family and community service leave, as outlined in subclause 20.2 is exhausted, the sick leave provisions under subclause 20.4 may be used by an employee to care for a sick dependant.

20.4 Use of sick leave to care for a sick dependant - entitlement -

- (i) The entitlement to use sick leave in accordance with this clause is subject to:
  - (a) the employee being responsible for the care and support of the person concerned, and
  - (b) the person concerned being as defined in subclause 20.1.
- (ii) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (iv) In special circumstances, the employer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 20.4(iii).
- (v) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (vi) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (vii) Wherever practicable, the employee shall give the employer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the employer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (viii) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

20.5 For Department of Education employees assigned to work at TAFE premises, the provisions of TAFE Determination No. 1 of 1997 - Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Service Entitlements - Non-Teaching/Educational Staff shall apply.

#### **20A Leave for Matters Arising from Domestic Violence**

20A.1 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*;

20A.2 Leave entitlements provided for in clause 20, Family and Community Service/Personal Carer's Leave, may be used by an employee experiencing domestic violence;

- 20A.3 Where the leave entitlements referred to in sub clause 20A.2 are exhausted, the employer shall grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- 20A.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 20A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 20A.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

## **21. Parental Leave**

For employees covered by this award, the following provisions in respect of parental leave shall apply:

- 21.1 Employees engaged pursuant to the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, or any replacement award.
- 21.2 Employees engaged under Ministerial authority in Government and quasi-Government bodies shall be regulated by the Uniform Leave Conditions.
- 21.3 Employees of the Department of Education assigned to work at TAFE premises, the Department of Education policies in regard to parental leave.

### **21A. Lactation Breaks**

- 21A.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 21A.2 A full time employee or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 21A.3 A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 21A.4 A flexible approach to lactation breaks can be taken by mutual agreement between a employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- 21A.5 The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 21A.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- 21A.7 Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.

21A.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or access to flexible working hours or make up time in their workplace, where applicable.

## 22. Anti-Discrimination

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

22.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

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

- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (ii) offering or providing junior rates of pay to persons under 21 years of age;
- (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

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

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

## 23. Picnic Day

23.1 The first Monday in December of each year shall be the Union Picnic Day.

23.2 All employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any employee required to work on such day shall be paid at the rate of double time and one-half, for all time worked on such day, with a minimum payment for four hours work. An employee who is required to work on a picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.

23.3 An employer may require from an employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the employer requests production of the ticket butt, payment need not be made unless the evidence is produced.

- 23.4 Where an employer holds a regular picnic for employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.
- 23.5 This clause shall apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the employer.
- 23.6 In Departments to which the *Government Sector Employment Act 2013* applies, employees may take a day designated by their Department Head as a public service holiday during the period between Boxing Day and New Year's Day in lieu of the Picnic Day prescribed in this clause.

#### **24. General Leave Conditions and Accident Pay**

- 24.1 General leave conditions and accident pay of employees engaged by Government departments under the provisions of the *Government Sector Employment Act -2013* shall be bound by the Government Sector Employment Regulation 2014. For Department of Education employees assigned to work at TAFE premises, general leave conditions and accident pay will be regulated by Department of Education policies on these issues.
- 24.2 General leave conditions and accident pay of employees engaged under Ministerial authority in Government and quasi-government bodies shall be regulated by the Uniform Leave Conditions.

#### **25. Union Delegate**

An employee appointed union delegate in the shop or department in which he/she is employed shall, upon notification, be recognised by the employer as an accredited representative of the Union. The union delegate shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting the employees who are represented by the delegate.

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

- 26.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 26.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 26.3 Subject to 26.1 and 26.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 26.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 26.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 26.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

#### **27. Secure Employment**

- 27.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in

particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

## 27.2 Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph 27.2(i), upon receiving notice under paragraph 27.2(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 27.2(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 27.2(iii), discuss and agree upon:
  - (a) whether the employee will convert to full-time or part-time employment; and
  - (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996 (NSW)*;

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.



(viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(ix) Exemption

The abovementioned casual conversion clause will not apply to persons who:

(a) perform work for the Public Service Departments as defined in Part 1of the *Government Sector Employment Act 2013*; or

(b) have their conditions of employment regulated by the:

i. *Police Act 1990*;

ii. *Technical and Further Education Commission Act 1990*;

iii. *Casino Control Act 1992*;

iv. *Independent Commission Against Corruption Act 1988*.

### 27.3 Work Health and Safety

(i) For the purposes of this subclause, the following definitions shall apply:

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

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

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

(a) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;

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

(c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

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

(iii) Nothing in this subclause 27.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

## 27.4 Disputes Regarding the Application of this Clause

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

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

### 28. Area, Incidence and Duration

28.1 This award shall apply to all employees of the classes specified in clause 2, Wages, of this award who are employed in agencies to which Schedule 1 Public Service agencies of the *Government Sector Employment Act 2013* applies, including Department of Education employees assigned to work at TAFE premises; or engaged under Ministerial authority in Government and quasi-government bodies. It shall not apply to those persons employed under the above provisions that are employed in Broken Hill.

28.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.

28.3 Changes made to this award subsequent to it first being published on 14 March 2008 (365 I.G. 155) have been incorporated into this award as part of the review.

## PART B

### MONETARY RATES

Table 1 - Wages

Trades Assistants	
Classification and Grades	1.7.16 Per week 2.50% \$
Blacksmith's striker	894.40
Cold saw operator	901.40
Driller (stationary machines)	894.40
Dresser and grinder (portable machines)	910.10
Dresser, shot blast or sand blast-	
(a) who operates from outside a properly enclosed cabin	901.40
(b) other	940.20
Dogman and/or crane chaser	910.10
Forger's assistant	894.40
Fork Lift Driver (TAFE)	964.10
Assistant Furnaceperson	901.40
General assistant assisting tradespersons or employed in a metal and/or electrical workshop (TAFE)	894.40
General assistant, other (TAFE)	886.70
General assistant/tool storeperson assisting tradespersons or employed in a metal and or electrical workshop (less than 20 hpw toolstore duties) (TAFE)	910.10
General assistant/tool storeperson, other (less than 20hpw toolstore duties (TAFE)	939.70
Hammer driver	901.40
Heat treater operative	910.10
Machinist second class (Metal Trades)	949.40
Operator of straight line oxy-acetylene Cutting machine	910.10
Pipe fitter	949.40

Rigger and/or splicer (other than construction work)	980.40
Rigger and/or splicer (construction work)	998.70
Spray painter (ironwork) and/or brush hand	910.10
Tool and/or material storeman	940.20
Tool Storeperson (Classroom only, TAFE)	949.40
Trades assistant (Metal Trades)	894.40
Trades assistant (Electrical Trades)	918.70
Trades assistant	901.40
Cupola furnaceperson (foundries)	949.40
Allowances:	
Cold Places per hour	0.77
Confined Spaces per hour	0.97
Dirty Work per hour	0.77
Height Money per hour:	
- At a height of 7.5 m	0.77
- For every additional 3m	0.23
Hot Places per hour:	
- 46C-54C	0.77
- Above 54C	0.97
Insulation Material per hour:	
- Pumice or other recognised insulator	0.77
- Silicate	0.97
Smoke Boxes etc per hour:	
- Working on repairs to smoke boxes, furnaces etc	0.50
- Working on repairs inside oil-fired boilers	1.92
Wet Places per hour	0.77
Working on a boat or punt per day	2.99
Working knee deep in mud or water per day	6.12
Acid, furnaces, stills, etc per hour	3.94
Towers per hour	0.77
Depth money per hour	0.77
Swing Scaffolds:	
- First four hours (fixed rate)	5.71
- Each hour thereafter	1.16
- Solid plasterers per hour	0.23
Septic Tanks per day	9.19
Distant Places per day:	
- Area re paragraph 4.17.1	1.51
- Area re paragraph 4.17.2	2.45
- Area re paragraph 4.17.3	2.45
Epoxy Materials per hour	0.97
- Applying to air-conditioned buildings per hour	0.67
- Employees in close proximity per hour	0.77
Foundry per hour	0.57
Asbestos Eradication per hour	2.58
First Aid per day	3.38

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description Allowance	As at 1/7/15
1	4.1	Cold places	0.75 per hour
2	4.2	Confined spaces	0.95 per hour
3	4.3	Dirty work	0.75 per hour

4	4.4	Height money at a height of 7.5 metres for every additional 3 metres	0.75 per hour 0.22 per hour?
5	4.5	Hot places : 46 C - 54 C Above 54 C	0.75 per hour 0.95 per hour
6	4.6	Insulation material Pumice or other recognised insulator Silicate	0.75 per hour 0.95 per hour
7	4.7	Smoke boxes, etc., : Working on repairs to smoke boxes, furnaces, etc. Working on repairs inside oil-fired boilers	0.49 per hour 1.87 per hour
8	4.8 (i)	Wet places	0.75 per hour
9	4.8 (ii)	Working on a boat or punt	2.92 per day
10	4.8 (iii)	Working knee deep in mud or water	5.97 per day
11	4.9	Acid, furnaces, stills, etc.,	3.84 per hour
12	4.10	Towers	0.75 per hour
13	4.11	Depth money:	0.75 per hour
14	4.12	Swing scaffolds allowance: First four hours Each hour thereafter Solid plasterers	5.57 fixed rate 1.13 per hour 0.22 per hour?
15	4.13	Septic tanks	8.97 per day
16	4.16	Explosive powered tools allowance	1.82 per day
17	4.17	Distant places: Area described in paragraph 4.17.1 Area described in paragraph 4.17.2 Area described in paragraph 4.17.3	1.47 per day 2.39 per day 2.39 per day
18	4.18 (i) 4.18 (ii) 4.18 (iv)	Epoxy materials: Applying to air-conditioned buildings Employees in close proximity	0.95 per hour 0.65 per hour 0.75 per hour
19	4.19	Foundry per hour	0.56 per hour
20	4.20	Asbestos eradication	2.52 per hour
21	5.3 / 5.8	Meal allowance Meal allowance each subsequent meal	14.70 12.60
22	10.4	Distant work - Expenses of reaching home and of transporting tools from distant work	22.90 per day
23	10.5	Distant work - Board and lodging allowance	496.70 per week
24	10.7	Camping allowance	28.50 per day
25	10.8	Return home at weekend allowance	39.30 per occasion
26	12.3	First Aid Allowance	3.30 per day

J. D. STANTON, Commissioner

**CROWN EMPLOYEES DEPARTMENT OF FAMILY AND  
COMMUNITY SERVICES NSW (ABORIGINAL HOUSING AWARD)  
2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006270)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD**

**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Statement of Intent
4.	Work Environment
5.	Anti-Discrimination
6.	Grievance and Dispute Resolution Procedures
7.	Classifications and Salary Structures
8.	Working Hours
9.	Leave
10.	Travel Passes
11.	Deduction of Association Membership Fees
12.	Review Clause
13.	Area, Incidence and Duration

**1. Title**

This award will be known as the Crown Employees Department of Family and Community Services NSW (Aboriginal Housing Award) 2016.

**2. Definitions**

"Chief Executive Officer" means the Chief Executive Officer of the Aboriginal Housing Office.

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

"Employees" means all those persons who are permanently or temporarily employed under the *Government Sector Employment Act 2013* and who are employed in a classification under this award, except officers employed in the Senior Executive Service.

**3. Statement of Intent**

3.1 This award aims to provide appropriate, flexible workplace conditions within the Aboriginal Housing Office (AHO) to ensure that the AHO can:

operate in accord with the provisions of the *Aboriginal Housing Act 1998*;

provide its services efficiently and effectively to meet the diverse interests and needs of its clients and stakeholders; and

ensure that the professionalism, dedication and commitment of management and employees are recognised and valued.

In addition, this award is intended to facilitate and support the employment of Aboriginal people within the AHO.

3.2 This Award should be read in conjunction with the Memorandum of Understanding between the AHO and the Association dated February 2000.

3.3 The Parties to this Award are:

The Director General of the Department of Premier and Cabinet and Chief Executive Officer of the Aboriginal Housing Office, and

The Association on behalf of the employees of the Aboriginal Housing Office.

#### **4. Work Environment**

4.1 The AHO will meet its responsibilities with respect to the occupational health and safety of AHO employees in accordance with the *Work Health and Safety Act 2011* and its associated regulations.

4.2 The AHO is committed to equality of opportunity in employment and will seek to ensure that this commitment is reflected in all its operations, within the framework of its policy of seeking to maximise the sustainable employment of Aboriginal people both within the AHO and within the Aboriginal housing sector.

4.3 The AHO will require management and employees to meet their responsibilities under the *Anti-Discrimination Act 1977* to ensure that the AHO is a workplace free from harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer.

#### **5. Anti-Discrimination**

5.1 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.

5.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award that, by its terms or operation, has a direct or indirect discriminatory effect.

5.3 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.

5.4 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.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

5.6

- (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."

### **6. Grievance and Dispute Resolution Procedures**

- 6.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 6.2 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.
- 6.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 6.4 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.
- 6.5 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 Department Head.
- 6.6 The Department Head may refer the matter to the Director of Public Employment for consideration.
- 6.7 If the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 6.8 An employee, at any stage, may request to be represented by the Association.
- 6.9 The employee or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 6.10 The employee, Association, department and Director of Public Employment shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 6.11 Whilst the procedures outlined in subclauses 6.1 to 6.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work

shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

At any stage of this process either party may request that the situation be referred to an independent mediator. Aboriginal employees have the right to have the matter referred to an Aboriginal mediator if they request this.

### **7. Classifications and Salary Structures**

- 7.1 All AHO employees will be paid in accordance with the salary structures set out in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 and/or the Crown Employees (Public Sector - Salaries 2016) Award or their successors.
- 7.2 AHO trainees will be paid at the levels of salary established by the Clerks General Scale set out in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or its successors, with previous years of paid employment determining the salary up to a maximum of ten years.
- 7.3 At the time of making this award, all employees are classified as Clerks. However, individual positions (and hence the employees occupying those positions) will have a title which reflects the role and functions of the position and which is meaningful to AHO clients and stakeholders.
- 7.4 Incremental progression for all employees will be subject to a satisfactory performance report recommending progression.

### **8. Working Hours**

- 8.1 Normal business hours of the AHO will be 8.45 am to 5.00 pm.
- 8.2 Normal contract hours for employees are 35 hours per week, Monday to Friday.
- 8.3 The following provisions shall be read and applied in conjunction with clause 11, Working Hours of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

8.3.1 A standard working day is 9.00 am to 5.00 pm Monday to Friday

8.3.2 The bandwidth is from 7.30 am to 6.00 pm. Bandwidth hours may be varied to meet the needs of the AHO or the personal needs of the employee by agreement between an employee and their manager, subject to paragraph 8.3.5 and provided that changing the bandwidth does not incur additional payments for overtime or meal allowance.

8.3.3 Coretime is between 9.30 am and 3.30 pm. Coretime is the period during the day when all employees are required to be on duty, unless on authorised leave. The lunch break is not part of coretime.

Coretime may be varied by agreement between an employee and their manager, subject to paragraph 8.3.5. Where the bandwidth is substantially varied in accordance with paragraph 8.3.2, coretime should likewise be varied.

8.3.4 The lunch break may be taken within the period between 11.30 am and 2.30 pm.

The minimum lunch period is 30 minutes, and the normal lunch period is one hour.

An employee may, with the approval of their manager, extend the lunch period up to 2½ hours, provided that this longer lunch break does not prevent the proper functioning of their section.

8.3.5 A flexible and adaptable approach to working hours will be adopted to meet peak work demands, service delivery requirements, and the personal circumstances of AHO employees.



Flexible working hours will only be available on the condition that an adequate service is maintained at all times. Services provided by the AHO will not be withdrawn to accommodate the absence of employees under any flexible working hours arrangements.

Flexible working hours arrangements are subject to organisational requirements. An employee's attendance outside the hours of a standard work day, but within the bandwidth shall be subject to the availability of work.

## **9. Leave**

- 9.1 Support will be provided to Aboriginal employees with respect to their extended family, cultural and ceremonial obligations and their involvement in their communities through the approval of flex and other appropriate leave.
- 9.2 Leave will be authorised and supported in accordance with clauses 67 to 84 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its replacement.
- 9.3 Flex leave entitlements will be extended to accommodate and recognise additional hours which may be required to be worked to meet the needs of the AHO, and to provide greater flexibility to meet the personal needs of individual employees.
- 9.4 Flexible working hours as defined in clause 21 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 are varied as follows:

A maximum of 18 flex days may be taken in a year. The year will commence with the first flex period in July each year, and conclude at the end of the last flex period commencing in June each year.

Up to 2 flex days may be taken in any flex period, subject to paragraph 8.3.5 and the approval of the manager.

Flexitime credits in excess of 10 hours at the end of each flex period may be saved up to a limit of 42 hours (6 days) being held at any one time.

On one occasion in a year between 1 and 5 consecutive days may be taken in addition to the 2 day/s available in the flex period, subject to paragraph 8.3.5 and the approval of the manager.

Approval is required prior to granting any flex leave. Five working days notice is required when 2 or more flex days are requested. This requirement may be waived for exceptional circumstances.

## **10. Travel Passes**

The AHO will fund an up front payment on behalf of interested permanent employees to purchase an annual public transport travel pass (either rail, bus, ferry or a combination of these). Employees in turn will agree to repay this up front payment over 12 months through regular fortnightly deductions from after tax salary. This offer must be taken up by a date to be stipulated for a minimum period of 12 months. The cost of any Fringe Benefit Tax (FBT) implications for employees taking up this offer must be met by the relevant individual employee.

## **11. Deduction of Association Membership Fees**

- 11.1 The Association shall provide the AHO with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the union's rules.
- 11.2 The Association shall advise the AHO 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 AHO at least one month in advance of the variation taking effect.

- 11.3 Subject to subclauses 11.1 and 11.2 of this clause, the AHO shall deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the union's rules, provided that the employee has authorised the AHO to make such deductions.
- 11.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.
- 11.5 Unless other arrangements are agreed to by the AHO and the Association, all union membership fees shall be deducted on a fortnightly basis.
- 11.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

## 12. Review Clause

Should there be any variation to the Crown Employees (Public Sector – Salaries 2016) Award, or an Award replacing it, during the term of this Award, by way of salary increase, or other benefit to the public service, this award shall be varied to give effect to any such salary increase, or other benefit from the operative date of the variation of the former award, or replacement award.

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

## 13. Area, Incidence and Duration

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 Family and Community Services NSW (Aboriginal Housing Award) 2012 published 17 August 2012 (374 IG 314) and all variations thereof.

The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on 2 August 2016.

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

J. D. STANTON, Commissioner

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Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES SOUND REPORTERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No.2016/00006308)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD****PART A - INTRODUCTION, INTENTIONS AND COMMITMENTS, PARTIES,  
ARRANGEMENT AND DEFINITIONS****1. Arrangement****PART A - INTRODUCTION, INTENTIONS AND  
COMMITMENTS, PARTIES, ARRANGEMENT  
AND DEFINITIONS**

Clause No.	Subject Matter
1.	Arrangement
2.	Introduction, Intentions and Commitments, Parties
3.	Definitions
<b>PART B - ARRANGEMENTS FOR SALARY AND CLASSIFICATION LEVELS</b>	
4.	Salary and Classification Levels for Multi-Skilled Reporters and Sound Reporters Dual Remote
5.	Competencies required of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote.
6.	Progression of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote
7.	Variation of Employment Conditions
8.	Benefits and Efficiencies
<b>PART C - TECHNOLOGICAL CHANGES</b>	
9.	Response to Technological Changes
<b>PART D - DISPUTE RESOLUTION, ANTI- DISCRIMINATION, Workplace HEALTH AND SAFETY, INCIDENCE AND DURATION</b>	
10.	Grievance and Dispute Settling Procedures
11.	Anti-Discrimination
12.	Workplace Health and Safety
13.	Area, Incidence and Duration

## 2. Introduction, Intentions and Commitments, Parties

- 2.1 This Award shall be known as the "Crown Employees (Sound Reporters) Award".
- 2.2 The intentions and commitments of this Award are to:
- 2.2.1 Provide a link between the competencies and the salaries of employees being trained for and holding the positions of Multi-Skilled Sound Reporter and Sound Reporter Dual Remote.
- 2.2.2 Provide the competencies, which must be held by each employee in order to progress through the classification structure.
- 2.3 The parties to this Award are the Department of Justice - Courts and Tribunal Services Division), the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.4 This Award shall be in four parts as follows:
- Part A - Introduction, Intentions and Commitments, Parties, Arrangement and Definitions
- Part B - Arrangements for Salary and Classification Levels
- Part C - Technological Changes
- Part D - Dispute Resolution, Anti-Discrimination, Workplace Health and Safety, Incidence and Duration.

## 3. Definitions

"Act" means the Government Sector Employment Act 2013.

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

"Competencies" means the list of skills which must be possessed by the individual at the time of recruitment or acquired during the training period.

"Continuous Monitoring" means the actual recording of proceedings before two Courts or Tribunals simultaneously. "Micro pauses" form part of the continuous period.

"Department" means the Department of Justice (Courts and Tribunal Services Division).

"Departmental standards" means the standards agreed to by the Department and the Association which form the basis for the production of transcript and monitoring and logging of proceedings.

"PSC" means the Public Service Commission, as established under the Government Sector Employment Act 2013.

"Log Notes" means the written or electronic record of the progress of proceedings.

"Monitoring" means to record the proceedings.

"Multi-Skilled Sound Reporter" means a reporter trained and able to perform the duties of both monitoring and logging court proceedings and transcribing court proceedings.

"Recruitment" means merit based recruitment in accordance with the provisions of the Government Sector Employment Act 2013.

"Reporting Services Branch" means a business centre of the Department of Justice.

"Sound Reporter Dual Remote" means a Multi-Skilled Sound Reporter who accurately records dual court proceedings from a location outside the courtroom and monitors and logs to ensure that the transcription of proceedings meets Departmental Standards.

"Sound Reporter (monitor)" means a sound reporter who is trained and able to perform the duty of monitoring and logging court proceedings only.

"Sound Reporter (typist)" means a sound reporter who is trained and able to perform the duty of transcribing court proceedings only.

"Trainee Multi-Skilled Sound Reporter" means a temporary member of staff under a contract of employment who has gained a position as a result of recruitment action and is undergoing training in both monitoring and logging of court proceedings and the transcription of court proceeding.

"Transcribe" means to produce a typed record of recorded proceedings.

## **PART B - ARRANGEMENTS FOR SALARY AND CLASSIFICATION LEVELS**

### **4. Salary and Classification Levels for Multi- Skilled Reporters and Sound Reporters Dual Remote**

4.1 The following salary and classification structure will apply to those persons who are successful in being employed to the following positions:

Classification Level	Year	From first pay period on or after 1/7/2016 \$
Trainee Multi-Skilled Sound Reporter	1	60,154
Multi-Skilled Sound Reporter	2	63,649
Multi-Skilled Sound Reporter	3	65,396
Multi-Skilled Sound Reporter	4	67,248
Multi-Skilled Sound Reporter	5	69,276
Sound Reporter Dual Remote		71,438

4.2 All salary rates will be increased in accordance with the Crown Employees (Public Sector - Salaries 2015) Award and any variation or replacement award. The rates contained in subclause 4.1 equate to those of Clerk, Grade 1, first year of service, Clerk Grades 2 to 3, and Clerk Grade 4, first year of service, of the Administrative and Clerical Officers - Salaries schedule of that Award.

4.3 These salary rates will be used to determine superannuation employer contributions made to each employee under this Award.

### **5. Competencies Required of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote**

5.1 The following competencies must be met by Trainee Multi-Skilled Reporters to be eligible for appointment as a Multi-Skilled Sound Reporter. Upon completion of training and having met the following required competencies, permanent appointment will be confirmed:

5.1.1 Keyboard typing at fifty words per minute with ninety eight percent accuracy.

5.1.2 English literacy skills including punctuation, grammar and spelling with seventy five percent accuracy.

5.1.3 Satisfactorily transcribe five minutes from live court proceedings.

5.1.4 Undertake operation of in-court recording equipment to Departmental standards.

5.1.5 Keep monitoring log notes to Departmental standards.

- 5.1.6 Produce transcription production to Departmental standards.
- 5.1.7 Demonstrate satisfactory conduct and services including the ability to work in a team, the ability to work in a high volume and demanding environment and the ability to follow reasonable instructions.
- 5.2 Trainee Multi-Skilled Sound Reporters who are able to demonstrate all the competencies listed in subclause 5.1 of this Award, at the conclusion of the training period, will be appointed as Multi-Skilled Sound Reporter Year 2, in accordance with subclause 4.1 of this Award.
- 5.3 In addition to the competencies to be met for the position of Multi-Skilled Sound Reporter, listed in subclause 5.1 of this Award, the following competencies must be met to qualify for appointment to the position of Sound Reporter Dual Remote:
  - 5.3.1 Demonstrated ability to monitor proceedings in dual courts simultaneously while maintaining concentration over protracted periods of time subject to the provisions of Clause 12 of this Award.
  - 5.3.2 Demonstrated superior knowledge of court room procedure.
  - 5.3.3 Demonstrated ability to work in isolation whilst monitoring and transcribing.
  - 5.3.4 Demonstrated ability to understand diverse voices, accents, languages, and meanings in the court.
  - 5.3.5 Demonstrated ability to work in the limited confines of a remote booth while maintaining physical dexterity.
- 5.4 Other competencies may be added to the position of Sound Recorder Dual Remote by agreement between the Department and the Association as the position of Sound Reporter Dual Remote evolves.

## **6. Progression of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote**

- 6.1 Progression through Years 2 to 5 as shown in subclause 4.1 of this Award will be incremental and dependent upon satisfactory performance and conduct.
- 6.2 Incremental progression will be in accordance with the Government Sector Employment Regulation 2014.
- 6.3 Multi-Skilled Sound Reporters employed by the Department as Clerk Grade 1 at the time this Award takes effect will automatically progress to Multi-Skilled Sound Reporter Year 2, as set down in subclause 4.1 of this Award.
- 6.4 Multi-Skilled Sound Reporters employed by the Department as Clerk Grade 2 and being paid at the maximum rate at the time this Award takes effect will automatically progress to Multi-Skilled Sound Reporter Year 4, as set down in subclause 4.1 of this Award.
- 6.5 Multi-Skilled Sound Reporters employed by the Department as Clerk Grade 2 and being paid at the minimum rate at the time this Award takes effect will automatically progress to Multi-Skilled Sound Reporter Year 3, as set down in subclause 4.1 of this Award.
- 6.6 Employees of the Department who are qualified as Multi-Skilled Sound Reporters will be eligible to apply for the advertised positions of Sound Reporter Dual Remote. Multi-Skilled Sound Reporters will only progress to this level upon merit based appointment.
- 6.7 Applications for the positions of Sound Reporter Dual Remote will be on a voluntary basis.
- 6.8 External applicants may also apply and be recruited by the Department to be trained for the position of Sound Reporter Dual Remote. The Department will invite applications internally in the first instance in

any recruitment process. Where the Department is unable to attract a sufficient field of applicants for the positions of Sound Reporter Dual Remote, external recruitment will proceed. Successful external applicants for the position of Sound Reporter Dual Remote will be eligible for temporary appointment at Year 1 as set down in subclause 4.1 of this Award. Upon completion of training and having attained all the required competencies set down in this Award, remuneration will be at the level of Sound Reporter Dual Remote.

- 6.9 Following implementation of this Award, subsequent recruitment for the positions of Multi-Skilled Sound Reporter and Sound Reporter Dual Remote will be in accordance with the merit based selection processes under the Government Sector Employment Act 2013 .

### **7. Variation of Employment Conditions**

- 7.1 Subject to the satisfactory conduct and performance of duties, the Department will not take any action to vary the employment of a Multi-Skilled Sound Reporter whilst there remains work to be performed which is associated with the duties of the Multi-Skilled Sound Reporter position. If the situation occurs where the work to be performed by a Multi-Skilled Sound Reporter no longer remains, the Department will follow the prevailing policies and procedures.
- 7.2 The Department may vary the location of the employment of Multi-Skilled Sound Reporters on a needs basis and in accordance with the agreed terms of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and other applicable industrial instruments.
- 7.3 Any internal applicant who is appointed to the position of Sound Reporter Dual Remote on the basis of competitive merit selection may return to their position which they occupied immediately before being appointed to a Sound Reporter Dual Remote at their request immediately if made within one month of their appointment.
- 7.4 Any appointee returning to their former position in accordance with subclause 7.3 of this Award will return to the grade and salary level which applied to them immediately before being appointed to the Sound Reporter Dual Remote position.

### **8. Benefits and Efficiencies**

- 8.1 It is acknowledged by all parties to this Award that the following benefits and efficiencies will be achieved as a result of the effect of this Award:
- 8.1.1 Ability to convert Multi-Skilled Sound Reporter positions to Sound Reporter Dual Remote positions.
- 8.1.2 Reduction in the use of private contractors to undertake the work performed by staff covered by this Award
- 8.1.3 Improved staff skill development.
- 8.1.4 Creation of a progressive career path for employees.
- 8.1.5 Implementation of new technology.

## **PART C - TECHNOLOGICAL CHANGES**

### **9. Response to Technological Changes**

- 9.1 Technological change affects directly the service provided by the Reporting Services Branch ("RSB"), including the way the business is conducted, the scope and number of positions providing the service and the manner in which work is organised. It is vital to the ongoing success of RSB that opportunities presented by technology be identified and introduced continually. To enable this, Parties to this Award agree to:

- 9.1.1 In consultation with the Association, review the business whenever significant technological change occurs.
- 9.1.2 The review process will take into account the changes technology has brought to the business and the probable changes that technology may bring about in the next two year period.
- 9.1.3 Create a team within RSB that will continually evaluate emerging technology and work practices in consultation with the Association, with a view to implementing these throughout the business.
- 9.1.4 Regular benchmarking exercises will be conducted to ensure that best practice in the delivery of reporting services is attained, consistent with the objectives of subclause 9.1.3.
- 9.1.5 Renegotiate this Award at the completion of two years.

## **PART D - DISPUTE RESOLUTION, ANTI-DISCRIMINATION, WORKPLACE HEALTH AND SAFETY, INCIDENCE AND DURATION**

### **10. Grievance and Dispute Settling Procedures**

- 10.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- 10.2 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.
- 10.3 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 Agency Head or delegate.
- 10.4 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.
- 10.5 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 Agency Head.
- 10.6 The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- 10.7 If the matter remains unresolved, the Agency Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 10.8 A staff member, at any stage, may request to be represented by the Association.
- 10.9 The staff member or the Association on their behalf, or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 10.10 The staff member, Association, Department and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.



- 10.11 Whilst the procedures outlined in subclauses 10.1 to 10.10 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.

### **11. Anti-Discrimination**

- 11.1 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.
- 11.2 It follows that in fulfilling their obligations under clause 10 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.
- 11.3 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.
- 11.4 Nothing in this clause is 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) and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 11.5 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

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) Section 56(d) of the Anti-Discrimination Act 1997 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."

### **12. Workplace Health and Safety**

- 12.1 The parties to this Award agree to adhere to the provisions of the Workplace Health & Safety Act 2011.
- 12.2 Subject to the outcome of any workplace health and safety risk assessment, the Department and the Association agree that a Sound Reporter Dual Remote is entitled to a break of two hours from continuous monitoring after four hours of continuous monitoring.
- 12.3 During the break from continuous monitoring referred to in subclause 12.2, a Sound Reporter Dual Remote may be deployed to perform other duties at the direction of the Department subject to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

**13. Area, Incidence and Duration**

- 13.1 This award will apply to Sound Reporters employed by the Department of Justice (Courts and Tribunal Services Division)
- 13.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016
- 13.3 Changes made to this award subsequent to it first being published on 26 October 2007 have been incorporated into this award as part of the review.

J. D. STANTON, Commissioner

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007052)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **Arrangement**

#### **PART A**

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

#### **PART B**

#### **MONETARY RATES**

Rates of Pay

#### **PART A**

##### **1. Title**

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

##### **2. Definitions**

"Act" means the Government Sector Employment Act 2013.

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

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

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

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

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

### **3. Salaries**

The rates of pay for employees are set out in Part B - Monetary Rates of this Award and are set in accordance with the Crown Employees (Public Sector-Salaries 2016) Award and any variation or replacement award.

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

All employees are employed under the Act and conditions of employment will be in accordance with the Act and Regulations, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2016) Award.

### **5. Classification Standards**

5.1 For the purpose of this clause:

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

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

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

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

5.3 The following classification levels will apply:

#### **Level 1**

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

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

#### **Level 2**

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

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

### **Level 3**

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

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

### **Level 4**

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

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

**Level 5**

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

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

**Level 6**

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

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

**Level 7**

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

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

#### **Level 8**

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

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

#### **Level 9**

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

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

**Level 10**

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

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

**Level 11**

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

- (a) work independently developing and implementing specialist projects or programs and/or manage a number of specialists or work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and



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

## **6. Progression**

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

## **7. Appeals Mechanism**

- 7.1 An employee of Sydney Living Museums shall have the right to appeal any decision made by their Agency in relation to their performance assessment review or in relation to promotion on merit from one level to another where this is available under the provision of this Award.
- 7.2 An employee shall submit a written submission outlining their case to the Director within twenty-eight (28) days of the decision being appealed.
- 7.3 The Director shall constitute an Appeals committee made up of one (1) management representative, one (1) relevant Public Service Association representative and one (1) peer who is acceptable to both Management and the Association.

- 7.4 The appeal shall be heard within twenty-eight (28) days of it being lodged and the recommendation of the committee shall be forwarded to the Director.
- 7.5 The decision of the Director shall be forwarded to the employee concerned within seven (7) days of the appeal being heard.
- 7.6 The appeals mechanism shall not cover matters that are dealt with by the NSW Industrial Relations Commission.

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

- 8.1 The aim of this Procedure is to ensure that, during the life of this Award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level at which they occur in the workplace. For the purpose of this Procedure, industrial grievances are distinguished from a grievance dealt with under public sector grievance handling procedure (e.g. complaints or discrimination).
- 8.2 In the first instance, the employee/employees will notify (in writing or otherwise) the immediate supervisor, or other appropriate person, as to the substance of the grievance/dispute, request a bilateral meeting to discuss it, and state the remedy sought.
- 8.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti-Discrimination Act 1977) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Director or delegate.
- 8.4 The immediate supervisor, or other appropriate employee shall convene a meeting in order to resolve the grievance/dispute within 48 hours (two (2) working days), or as soon as practicable, of the matter being brought to attention.
- 8.5 If the matter remains unresolved, the matter shall be further discussed by the employee/employees and, at their request, the appropriate union delegate, the immediate supervisor, the supervisor's manager, and a more senior management representative. This should take place within 48 hours of the completion of step 8.4
- 8.6 If the matter remains unresolved and the employee/employees is/are union members, it should be discussed/ negotiated between representatives of the State Branch of the union(s) concerned, and relevant senior management of the employer. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance/dispute. In addition, in the case of a grievance, if the matter has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing any proposed remedy.
- 8.7 A matter relating to the conditions of employment fixed by this Award may be submitted by one or the other of the parties when all other steps 8.2 to 8.5 above, have been exhausted, to the relevant industrial tribunal which may exercise its functions under the Industrial Relations Act 1996.
- 8.8 Where the issue in dispute relates to a change of work or management practice, the pre-existing practice shall be allowed to continue until the issue has been finally resolved. Neither party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

## **9. Anti-Discrimination**

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

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

- 9.3 Under the Anti-Discrimination Act 1977 it is unlawful to victimise an employee because they have made or may make or have been involved in a complaint of unlawful discrimination or harassment.
- 9.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 9.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 9.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 9.7 Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

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

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

#### **11. Consultative Committee**

- 11.1 The Sydney Living Museums' Employee and Management Participation and Advisory Committee and the Joint Consultative Committee (JCC) shall be used to monitor the implementation of this Award.

- 11.2 The Employee and Management Participation and Advisory Committee consists of, amongst other employees and management representatives, a representative of senior management and the Association delegate.

## 12. Area, Incidence and Duration

- 12.1 This Award shall apply to Horticultural and Trades employees of the Sydney Living Museums in the Office of Environment and Heritage.
- 12.2 The changes made to the Award pursuant to the Award Review to give effect to s19 of the Industrial Relations Act and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310. IG 359) take effect on and from 2 August 2016.
- 12.3 Changes made to this Award subsequent to it being published on 26 October 2007 (364 I.G. 72) have been incorporated into this Award as part of the review.
- 12.4 The Award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

Effective from the first pay period commencing on or after 1 July 2016.

Horticultural/Trades Officer	01.07.16 \$ Per Annum 2.5%
Level One	44,165
Level Two Year 1	49,039
Level Two Year thereafter	50,334
Level Three Year 1	52,136
Level Three Year thereafter	53,992
Level Four Year 1	55,970
Level Four Year thereafter	57,656
Level Five Year 1	59,695
Level Five Year thereafter	61,290
Level Six Year 1	63,008
Level Six Year thereafter	64,754
Level Seven Year 1	66,591
Level Seven Year thereafter	68,582
Level Eight Year 1	70,751
Level Eight Year thereafter	73,635
Level Nine Year 1	76,522
Level Nine Year thereafter	79,384
Level Ten Year 1	81,888
Level Ten Year thereafter	84,188
Level Eleven Year 1	91,123
Level Eleven Year thereafter	96,784

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

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

J. D. STANTON, Commissioner

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**CROWN EMPLOYEES-LEGAL OFFICERS (CROWN SOLICITOR'S  
OFFICE, LEGAL AID COMMISSION STAFF AGENCY, OFFICE OF  
THE DIRECTOR OF PUBLIC PROSECUTIONS AND  
PARLIAMENTARY COUNSEL'S OFFICE) REVIEWED AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007381)

Before Commissioner Stanton

2 August 2016

**REVIEWED AWARD**

**Arrangement**

PART A - GENERAL

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Legal officers to whom Award applies
4.	Salaries
5.	Salary progression
6.	Calculation of service
7.	Indemnity by Public Service agency
8.	Anti-discrimination
9.	Grievance and dispute settling procedures
10.	Area, incidence and duration

PART B - MONETARY RATES

Table 1 - Rates of Pay

**PART A - GENERAL**

**1. Title**

This Award is known as the Crown Employees-Legal Officers (Crown Solicitor's Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award 2016.

**2. Definitions**

In this Award:

"admitted as an Australian lawyer" means admitted to the Australian legal profession in this jurisdiction or any other jurisdiction (within the meaning of the *Legal Profession Uniform Law (NSW)*).

"agency head" of a Public Service agency, means the head of the agency within the meaning of the *Government Sector Employment Act 2013*.

"lawyers" means any of the following persons:

- (a) graduates in law from a University that is recognised for the purposes of admission to the Australian legal profession or graduates of the diploma in law of the NSW Legal Profession Admission Board,
- (b) persons who possess qualifications in law that are deemed to be equivalent,
- (c) persons who have been admitted, or who are qualified to be admitted, as an Australian lawyer.

"legal officer" means a lawyer to whom this Award applies.

"Public Service agency to which this Award applies" means the Crown Solicitor's Office, the Legal Aid Commission Staff Agency, the Office of the Director of Public Prosecutions and the Parliamentary Counsel's Office.

"service" means continuous service. Legal officers are deemed to have the years of service indicated by the salaries at which they are appointed.

### **3. Legal officers to whom Award applies**

This Award applies to lawyers who are employed under the *Government Sector Employment Act 2013* in the Crown Solicitor's Office, the Legal Aid Commission Staff Agency, the Office of the Director of Public Prosecutions and the Parliamentary Counsel's Office and who are employed in the role of a legal officer (however described).

### **4. Salaries**

- (1) Subject to the *Government Sector Employment Act 2013* and the regulations under that Act, legal officers are to be paid not less than the rates of salaries specified in Part B (Monetary rates) of this Award.
- (2) A minimum salary at the rate specified for the fifth year of service in Grade I is to be paid to a legal officer:
  - (a) who has been admitted as an Australian lawyer, or
  - (b) who has completed at least 2 years' practical legal experience in a Public Service agency to which this Award applies or equivalent practical legal experience approved by the appropriate agency head.
- (3) A legal officer is not eligible to progress beyond the salary specified for the second year of service in Grade II until the legal officer has been admitted as an Australian lawyer.
- (4) A legal officer who is not employed in full-time ongoing employment under the *Government Sector Employment Act 2013* is to be paid the weekly equivalent of the annual rates specified in this Award, unless otherwise determined by the Industrial Relations Secretary under that Act.

### **5. Salary progression**

- (1) The salaries of legal officers are to be adjusted to the appropriate scale specified in this Award on the basis of years of service as a legal officer.
- (2) A legal officer who has served for 12 months on the maximum rate specified for Grade I is to be progressed to the minimum salary for Grade II if the appropriate agency head, after the required review:
  - (a) is satisfied that work appropriate to Grade II is available and that the legal officer is suitable to perform that work, and
  - (b) approves the progression to Grade II.

The appropriate agency head is required to undertake a review in relation to every such legal officer at or prior to the completion of 12 months' service on the maximum rate specified for Grade I.

- (3) A legal officer who has served for 12 months on the maximum salary specified for Grade II is eligible to be considered for progression to Grade III. When that occurs, the appropriate agency head is to review the work performed by the legal officer and the work available to be performed by the legal officer, and may approve the progression of the legal officer to Grade III if satisfied that:
- (a) the legal officer's performance warrants the progression, and
  - (b) work appropriate to Grade III is required to be performed, and
  - (c) the legal officer is suitable to perform that work.

The legal officer is to be progressed to Grade III on the anniversary of the attainment of the maximum salary specified for Grade II if the legal officer satisfies those requirements on that date or from such later date on which those requirements are satisfied.

- (4) Promotion beyond Grade III is subject to the occurrence of a vacancy in a role at a higher grade.

#### **6. Calculation of service**

In calculating years of service for the purpose of this Award, the following periods are not to be taken into account:

- (a) any period in respect of which an increment is refused in accordance with the regulations under the *Government Sector Employment Act 2013*,
- (b) any leave of absence without pay exceeding 5 days in any incremental year,
- (c) any period necessary to give full effect to a reduction in salary imposed under section 68 (Unsatisfactory performance) or section 69 (Misconduct) of the *Government Sector Employment Act 2013*.

#### **7. Indemnity by Public Service agency**

A legal officer is indemnified by the Public Service agency in which the officer is employed with respect to the whole of any order made against the legal officer pursuant to clause 5 of Schedule 2 to the *Legal Profession Uniform Law Application Act 2014* (NSW) in any matter, unless the conduct of the legal officer giving rise to the making of the order:

- (a) was "serious and wilful misconduct" as that phrase is construed under section 5 of the *Employees Liability Act 1991* (NSW), or
- (b) did not occur in the course of, and did not arise out of, the employment of the legal officer.

#### **8. Anti-discrimination**

The provisions of clause 100 of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* relating to the prevention and elimination of discrimination in the workplace (or similar provisions of any award that replaces that Award) apply to matters arising under this Award.

#### **9. Grievance and dispute settling procedures**

The provisions of clause 9 of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* relating to grievances and dispute settling procedures (or similar provisions of any award that replaces that Award) apply to matters arising under this Award.



**10. Area, incidence and duration**

- (1) The legal officers to whom this Award applies are 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 regulations and rules made under that Act, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2015) Award* or any awards replacing those Awards.
- (2) Changes made to this Award subsequent to it first being published, and the *Crown Employees (Office of the Legal Aid Commission - Indemnification of Employed Solicitors) Award*, have been incorporated into this Award as part of the review.
- (3) This Award takes effect on and from 2 August 2016.
- (4) This Award remains in force until varied or rescinded.

**PART B - MONETARY RATES**

Effective from the first pay period commencing on or after 1 July 2015:

Grade	Amount (per annum) \$
Grade I	
1st year of service	61,471
2nd year of service	63,801
3rd year of service	65,608
4th year of service	67,586
5th year of service	70,282
Grade II	
1st year of service	76,071
2nd year of service	79,891
3rd year of service	84,570
4th year of service	88,900
5th year of service	92,446
Grade III	
1st year of service	97,426
2nd year of service	100,330
3rd year of service	104,200
Grade IV	
1st year of service	111,639
2nd year of service	113,787
Grade V	
1st year of service	119,657
2nd year of service	122,002
Grade VI	
1st year of service	128,538
2nd year of service	131,247

J. D. STANTON, Commissioner

## NSW AMBULANCE DEATH AND INCOME PROTECTION BENEFITS INTERIM (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00010318)

Before The Honourable Justice Walton, President  
Commissioner Stanton  
Commissioner Murphy

20 May 2016

### AWARD

#### PART A - INTRODUCTION AND INTENTIONS, ARRANGEMENT AND DEFINITIONS

##### 1. Introduction and Intentions

1.1 This Award shall be known as the NSW Ambulance Death and Income Protection Benefits Interim (State) Award.

1.2 The intentions and commitments of this Award are to provide:

1.2.1 benefits in the event that an on duty or off duty illness or injury results in the death or incapacity of an officer

1.2.2 transitional arrangements related to the cessation of lump sum benefits for total and permanent disablement and partial and permanent disablement previously available under the Ambulance Service of NSW Death and Disability (State) Award published 10 July 2008 (366 IG 5) as varied from time to time

1.2.3 a health and wellness program for officers.

1.3 This Award shall be in five parts as follows:

Part A - Introduction and Intentions, Arrangement and Definitions.

Part B - Arrangements for Officers Entitled to the Death and Income Protection Benefits Prescribed by this Award.

Part C - Transitional Provisions

Part D - Health and Wellness Program

Part E - Exclusions, Disputes, Anti-Discrimination and Area, Incidence and Duration.

##### 2. Arrangement

Clause No.	Subject Matter
1.	Introduction and Intentions
2.	Arrangement
3.	Definitions
4.	Coverage

5. Other Entitlements Not Affected
6. Insurance
7. Lump Sum Payments for Death
8. Income Protection
9. Officers Covered by the Transitional Provisions
10. Transitional Payments for On Duty Total and Permanent Disability
11. Transitional Payments for Off Duty Total and Permanent Disability
12. Rehabilitation, Retraining and Transitional Payments for Officers Who Suffer Partial and Permanent Disability
13. Insurance and Assessment of Entitlement to Transitional Benefits
14. Exclusion
15. Health and Wellness Program
16. Grievance Mechanism
17. Anti-Discrimination
18. Cost of the Scheme and Award Review
19. Area, Incidence and Duration

Annexure A - Benefits for On Duty Death  
 Annexure B - Benefits for Off Duty Death  
 Annexure C - Transitional Benefits  
 Annexure D - Components of 'Salary'.

### 3. Definitions

"actuary" means an actuary appointed by NSW Ambulance.

"date of disablement" means the last day the officer works in their pre-injury duties.

"NSW Ambulance" means the Ambulance Service of NSW, a Division of the NSW Health Service, as established by the Health Services Act 1997.

"off duty injury" means any personal injury or disease which is not an on duty injury.

"officer" means an employee in a classification for which it is an essential requirement that they possess, or undertake the Diploma in Paramedical Science (or an equivalent, or its predecessor qualification) This is confined to classifications under Clause 5 Classifications of the Operational Ambulance Officers (State) Award and Clause 4 Definitions of the Operational Ambulance Managers (State) Award, but excludes temporary and casual employees of both Awards. For the purpose of this award, NSW Ambulance positions designated as Health Relationship Manager are included in the definition of officer at the operative date of this Award.

"on duty injury" means an injury arising out of or in the course of employment (including a disease which is contracted by an officer in the course of their employment) in such circumstances as would, if the officer were a worker within the meaning of the Workers Compensation Act 1987, entitle the officer to compensation under the terms and provisions of the Act.

"partial and permanent disability" means the officer's cessation of employment was substantially due to the permanent physical or mental disability of the officer (not caused by any act or default of the officer intended to produce an injury leading to that disability) and the officer is, when the officer ceases to be employed by NSW Ambulance, permanently unable, by reason of that disability, to perform the duties of the position for which the officer was substantively employed.

"salary" means for officers covered by the Operational Ambulance Officers (State) Award the base salary prescribed by that award (including allowances regarded as part of salary for the purposes of that award) plus 20% and salary plus 3% for officers under the Operational Ambulance Managers (State) Award. The award components that make up "salary" are contained in the schedule at Annexure D. In the case of officers

employed on a full time basis, lump sum benefits payable under this Award shall utilise the salary as defined above. In the case of officers who have worked a period of their service on a permanent part-time basis, the benefits will be calculated by applying the relevant part time ratio to the prescribed benefit. This ratio shall be calculated by dividing the officer's actual service by the full time equivalent service. The period of service taken into account is from 10 November 2006 or the date employment commenced, whichever is the later.

"State Authorities Superannuation Scheme" means the superannuation scheme established under the State Authorities Superannuation Act 1987.

"State Superannuation Scheme" means the superannuation scheme established under the Superannuation Act 1916.

"suitable employment" means the same as the definition in Section 43A of the Workers Compensation Act 1987.

"total and permanent disability" means:

a) An officer suffers the loss of:

the use of two limbs, or

the sight of both eyes, or

the use of one limb and the sight of one eye

where limb is defined as the whole hand or the whole foot: or

b) An officer working 15 hours each week or more

The officer having been absent from his/her occupation with the employer through injury or illness for six consecutive months and becoming incapacitated to such an extent as to render the officer unlikely to ever engage in any gainful profession, trade or occupation for which the officer is reasonably qualified by reason of education, training or experience.

c) An officer working less than 15 hours each week

The officer, because of injury or illness becomes permanently unable to perform the basic activities normally undertaken as part of everyday life as evidenced by the officer being unable to undertake any two of the activities listed below:

i) Bathing - to shower or bathe

ii) Dressing - to dress or undress

iii) Toileting - to use the toilet including getting on or off

iv) Feeding - to eat and drink

v) Mobility - to get in or out of his/her wheelchair

vi) Continence - to control bladder and bowel function

If the officer can perform the activity on his/her own by using special equipment the officer is not to be considered unable to perform the activity.

"Union/s" means Health Services Union NSW and/or Australian Paramedics Association (NSW).

## **PART B - ARRANGEMENTS FOR OFFICERS ENTITLED TO THE DEATH AND INCOME PROTECTION BENEFITS PRESCRIBED BY THIS AWARD**

#### **4. Coverage**

- 4.1 This Award applies to all officers with the following exceptions:
- 4.1.1 members of the State Superannuation Scheme; and
  - 4.1.2 officers aged 65 years and over.
- 4.2 Officers who are members of the State Authorities Superannuation Scheme who have additional benefit cover are not entitled to the death benefits provided by clause 7 of this Award. However, such officers are entitled to income protection benefits provided by clause 8 of this Award.

#### **5. Other Entitlements Not Affected**

- 5.1 The benefits conferred upon officers by this Award do not affect:
- 5.1.1 any compensation payable under the Workers Compensation Act 1987; or
  - 5.1.2 any superannuation entitlements.

#### **6. Insurance**

- 6.1 NSW Ambulance will establish with First State Super, a superannuation scheme to pay the benefits prescribed by clause 7 of this Award.
- 6.2 NSW Ambulance will take out an insurance policy to pay the benefits prescribed by clause 8 of this Award.
- 6.3 An officer
- 6.3.1 who suffers a disability arising from an injury before the commencement date of the insurance policy described at subclause 6.2; and
  - 6.3.2 who is not covered by the insurance policy described at subclause 6.2 in respect of that disability; and
  - 6.3.3 who is not entitled to a payment under Part C Transitional Provisions of this Award; and
  - 6.3.4 who would have been covered in respect of that disability under the Ambulance Service of NSW Death and Disability (State) Award,

is entitled to be paid by NSW Ambulance in respect of that disability such amounts as are equivalent to the amounts that the officer would have been paid under the new insurance policy described at subclause 6.2, if that policy had covered the officer.

#### **7. Lump Sum Payments for Death**

- 7.1 Officers shall be entitled to a lump sum payment in accordance with Annexure A to this Award in the event that an on duty injury results in an officer's death.
- 7.2 Lump sum benefits payable under subclause 7.1 of this Award shall be calculated utilising the salary as defined in this Award.
- 7.3 Officers shall be entitled to a lump sum payment in accordance with Annexure B to this Award in the event that an off duty injury results in an officer's death. The lump sum amounts specified at Annexure B shall be increased in accordance with general increases in salaries prescribed in Operational Ambulance Officers (State) Award or the Operational Ambulance Managers (State) Award.

- 7.4 For the purposes of this clause, an officer's age shall be his/her age at the date of death.
- 7.5 Entitlements will be paid in accordance with the scheme's trust deed. Entitlement to receive a lump sum benefit from the First State Super insurance superannuation scheme shall be assessed in accordance with the terms of the First State Super superannuation scheme trust deed and policy document. Any dispute will be assessed in accordance with the First State Super superannuation scheme's Disputes and Complaints procedure. This includes if unresolved by internal processes, any dispute as to entitlement to receive a lump sum payment from the First State Super insurance superannuation scheme the matter may be referred the Superannuation Complaints Tribunal. Disputes may also be addressed through the Grievance Mechanism in clause 16.

## **8. Income Protection**

- 8.1 NSW Ambulance will take out and maintain an income protection insurance policy that provides insurance cover that applies where, due to illness or injury incurred either on or off duty, an officer is unable to perform the duties of the position for which they are substantively employed and they are under the care of a medical practitioner.
- 8.2 NSW Ambulance will take out an insurance policy that includes the following terms at a minimum:
- A disability benefit which tops up any other income received by the officer so that the officer receives 75% of pre-disability salary
- A waiting period of 90 days before any benefit is payable in the case of an Off Duty Injury, or 26 weeks in the case of an On Duty Injury.
- A maximum benefit period of two years.
- An officer is not forced to use their accrued sick leave during waiting periods.
- If an officer's employment is terminated as a result of illness or injury during the benefit period, the termination of the employment does not affect benefits to which the officer is otherwise entitled.
- 8.3 Entitlement to income protection benefits shall be assessed in accordance with the terms of the insurance policy.

## **PART C - TRANSITIONAL PROVISIONS**

### **9. Officers Covered by the Transitional Provisions**

- 9.1 This Part of the Award applies to officers who as at 19 August 2016 contributed a percentage of their salary towards the benefits formerly provided under the Ambulance Service of NSW Death and Disability (State) Award as follows:
- 9.1.1 Officers who contributed 1.8 per cent of their salary are entitled to the provisions of clauses 10, 11 and 12 of this Award.
- 9.1.2 Officers who contributed 0.92 per cent of their salary are entitled to the provisions of clauses 10 and 11 of this Award.
- 9.1.3 Officers who contributed 0.88 per cent of their salary are entitled to the provisions of clause 12 of this Award.

### **10. Transitional Payments for On Duty Total and Permanent Disability**

- 10.1 Officers specified at subclauses 9.1.1 and 9.1.2 of this Award and whose date of disablement is on or prior to 19 August 2016 shall be entitled to a lump sum payment in accordance with Table 1 of Annexure C to this Award in the event that an on duty injury results in an officer suffering total and permanent disability.

10.2 For the purposes of this clause, an officer's age shall be his/her age at the date of disablement.

### **11. Transitional Payments for Off Duty Total and Permanent Disability**

11.1 Officers specified at 9.1.1 and 9.1.2 of this Award and whose date of disablement is on or prior to 19 August 2016 shall be entitled to a lump sum payment in accordance with the scale set out in Table 2 of Annexure C of this Award in the event that an off duty injury results in their total and permanent disability. Any such lump sum payment will be at the rate effective at the date of disablement.

11.2 For the purposes of this clause, an officer's age shall be his/her age at the date of disablement or at such earlier date as may be determined by the parties in accordance with clause 14.1.

11.3 The lump sum amounts prescribed at Table 2 of Annexure C shall be increased in accordance with general increases in salaries prescribed by the Operational Ambulance Officers (State) Award or the Operational Ambulance Managers (State) Award.

### **12. Rehabilitation, Retraining and Transitional Payments for Officers Who Suffer Partial and Permanent Disability**

12.1 The lump sum payments prescribed by this clause may be payable to officers:

12.1.1 specified at subclauses 9.1.1 and 9.1.3 of this Award; and

12.1.2 who are medically unfit for their pre-injury duties on 19 August 2016; and

12.1.3 whose date of disablement is on or prior to 19 August 2016.

12.2 An officer who returns to pre-injury duties on or after 20 August 2016 is not entitled to the provisions of this clause. For this purposes of this subclause, an officer who returns to their substantive position with restrictions under a supervised return to work plan as part of the rehabilitation processes as outlined in this clause, is not considered to have returned to pre-injury duties.

12.3 In order to be entitled to a benefit pursuant to this clause an officer must engage in the provisions outlined within this clause.

12.4 There is a mutual obligation on both NSW Ambulance and the injured officer to identify suitable employment. However, it is the injured officer's responsibility to accept a reasonable offer of a suitable employment made by NSW Ambulance, which may include transfer to another location. A failure to accept one of three offers of suitable employment will jeopardise any benefits or entitlements payable under this Award and may result in termination of employment.

12.5 An officer who suffers an on duty injury shall receive rehabilitation/retraining consistent with NSW Ambulance's Policy and Procedures for the Management of Return to Work, leading to a return to pre-injury employment wherever possible.

12.5.1 Where a return to pre-injury employment is not possible, as determined by a medical assessor contracted by NSW Ambulance, the officer will be declared as suffering a partial and permanent disability and opportunities for permanent placement in suitable employment will be sought.

12.5.2 If permanent placement in suitable employment within NSW Ambulance is not possible the employment of the officer may be terminated. In such circumstances the officer, subject to eligibility being established, shall be paid a lump sum payment in accordance with Table 3 of Annexure C to this Award.

12.6 An officer who suffers an off duty injury shall receive rehabilitation/retraining consistent with NSW Ambulance's Policy and Procedures for the Management of Return to Work for non work related injuries/illness, leading to a return to pre-injury employment wherever possible. No medical or rehabilitation costs will be met by NSW Ambulance for off duty injuries.

- 12.6.1 Where a return to pre-injury employment is not possible as determined by the medical assessor, the officer will be declared as suffering a partial and permanent disability and opportunities for permanent placement in suitable employment will be sought wherever reasonably practical. Suitable employment can include redeployment to an administrative position.
- 12.6.2 If permanent placement in suitable employment within NSW Ambulance is not possible the employment of the officer may be terminated and, in such circumstances, the officer shall be paid a lump sum payment equivalent to the unexpired portion of the two year full salary or full salary to age 60 (whichever is the lesser). In the case of permanent part time officers, the entitlements under this sub clause are calculated on a pro rata basis. The two year period commences when medical evidence indicates that an officer is not able to return to their pre-injury employment.
- 12.7 The objective of the rehabilitation/retraining program creates mutual obligations, which is for every officer who suffers partial and permanent disability to be placed in suitable employment with NSW Ambulance, wherever reasonably practical.
- 12.8 An adequate opportunity will be given to the officer concerned and the Union (unless the officer expressly declines to agree to the Union being informed) to consider the NSW Ambulance's opinion that no suitable employment is available and to put that opinion into dispute in accordance with the dispute resolution clause of this Award prior to cessation of employment. Such opportunity will also be given in situations where it is disputed that any alternate employment is genuinely suitable. Suitable employment does not include employment that is merely token in nature and does not involve useful work in relation to the activities of NSW Ambulance, or is demeaning in nature having regard to the officer's incapacity and pre-injury employment, age, education, skills and work experience. The officer's place of residence will also be considered when determining suitable employment.

### **13. Insurance and Assessment of Entitlement to Transitional Benefits**

- 13.1 The benefits prescribed by clauses 10 and 11 of this Award will be paid from the First State Super superannuation scheme which was established under the terms of the Ambulance Service of NSW Death and Disability (State) Award. Provided that NSW Ambulance will administer and pay for any benefits under clauses 10 and 11 of this Award for officers who are not covered by the scheme's trust deed and policy document.
- 13.2 The benefits prescribed by clause 12 of this Award will be administered and paid by NSW Ambulance.
- 13.3 Officers can only receive one transitional benefit either a "partial and permanent disability benefit" or "total and permanent disability benefit". An officer will be required to sign a deed of undertaking when making a claim for benefits for partial and permanent disability. This deed ensures that any benefits obtained under partial and permanent disability will be repaid to NSW Ambulance should the officer be successful in claiming total and permanent disability.
- 13.4 Entitlement to benefits to be provided by NSW Ambulance pursuant to this Part shall be assessed by the assessment provider, engaged by NSW Ambulance. Any dispute can be initially assessed in accordance with clause 14 of this award.
- 13.5 Entitlement to receive a lump sum benefit under clause 10 and 11 from the First State Super superannuation scheme shall be assessed in accordance with the terms of the First State Super superannuation scheme Trust Deed and Policy Document. Any dispute will be assessed in accordance with the First State Super superannuation scheme's Disputes and Complaints procedure. This includes if unresolved by internal processes, any dispute as to entitlement to receive a lump sum payment from the First State Super insurance superannuation scheme the matter may be referred to the Superannuation Complaints Tribunal. Disputes may also be addressed through the Grievance Mechanism in clause 16.
- 13.6 Lump sum benefits payable under this Part shall be calculated utilising the salary as defined in this Award.



- 13.7 Officers covered by the transitional provisions under clauses 10, 11 or 12 of this Award cannot receive both a transitional payment and income protection benefits under clause 6.3 or clause 8 of this Award. If such officers claim an income protection benefit they will be required to sign a deed of undertaking when making that claim. This deed ensures that any benefits obtained under income protection will be repaid to NSW Ambulance should the officers be successful in claiming transitional total and permanent disability payments or transitional partial and permanent disability payments.

#### **14. Exclusion**

- 14.1 An officer otherwise entitled to benefits provided by Part C of this Award shall not be entitled to such benefits in relation to an injury (or consequent disability) directly caused by the taking of disciplinary action that may lead to removal from NSW Ambulance. However, if:

14.1.1 the initiation of or conduct of such disciplinary action by NSW Ambulance was not reasonable;  
or

14.1.2 the officer is not ultimately removed from NSW Ambulance as a consequence of the disciplinary action,

then the officer shall continue to be eligible to claim benefits for such injury.

### **PART D - HEALTH AND WELLNESS PROGRAM**

#### **15. Health and Wellness Program**

- 15.1 NSW Ambulance will implement a Health and Wellness Program in accordance with the following objectives:

15.1.1 to promote health and wellness of paramedics and to assist them in meeting the occupational requirements of their job

15.1.2 to provide practical support, education and assistance to paramedics through structured health and wellness programs.

- 15.2 Nothing in the Health and Wellness Program shall give rise to any additional payment, allowance or any other financial benefit to any officer. The Program shall not give rise to any additional leave entitlements to any officer.

- 15.3 1.9% of the Government's maximum contribution as stipulated at clause 18.2 of this Award will be used to fund initiatives under the Health and Wellness Program.

- 15.4 NSW Ambulance shall provide the unions with a yearly breakdown of the expenditure of the 1.9% of the Government's contribution on health and wellness initiatives.

### **PART E - EXCLUSION, GRIEVANCE MECHANISM, ANTI-DISCRIMINATION, AWARD REVIEW AND AREA, INCIDENCE AND DURATION**

#### **16. Grievance Mechanism**

- 16.1 A committee will be formed comprised of equal representatives of APA, HSU and NSW Ambulance to consider grievances that arise from the application of this award. The Unions, NSW Ambulance or individual officers may refer such matters to the committee.

- 16.2 With the exception of the procedures outlined in subclauses 7.5 or 13.5 of this Award, if an issue gives rise to a dispute it shall be dealt with in accordance with the issue resolution procedures in Operational Ambulance Officers (State) Award and the Operational Ambulance Managers (State) Award.

- 16.3 Any disputes arising under this award may be referred to the Industrial Relations Commission of New South Wales.

### **17. Anti-Discrimination**

- 17.1 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.
- 17.2 It follows that in fulfilling their obligations under clause 16 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effect. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.
- 17.3 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.
- 17.4 Nothing in this clause is taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977; and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 17.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

### **18. Cost of the Scheme and Award Review**

- 18.1 There will be yearly actuarial and financial reviews conducted on the death and income protection scheme and the transitional provisions of this Award. The actuarial and financial reports created as part of these reviews are to be provided to the HSU and APA within 4 weeks of receipt by NSW Ambulance.
- 18.2 The long term cost to Government of benefits, rehabilitation and administrative costs for injury and the health and wellness program provided under this Award are to be a maximum of 3.6% of salaries as defined by this Award. If the results of the actuarial and financial reviews referred to above or if in any 12 month period:

18.2.1 the insurance premium/s quoted for the next 12 months, and/or

18.2.2 the claims experience of the preceding 12 months

are such that, in the opinion of the actuary and NSW Ambulance, the long term cost to the Government is likely to exceed 3.6% of salaries, there will be an immediate review of the scheme. Appropriate steps will then be taken by the parties to implement a revised scheme that maintains a maximum cost to Government of 3.6% of salaries.

- 18.3 If the results of the actuarial and financial reviews referred to above or if in any 12 month period:

18.3.1 the insurance premium/s quoted for the next 12 months, and/or

18.3.2 the claims experience of the preceding 12 months

are such that, in the opinion of the actuary and NSW Ambulance, the long term cost to the Government is likely to be less than 3.4% of salaries, there will be an immediate review of the scheme. Appropriate steps will then be taken by the parties to increase the benefits available to officers under a scheme that maintains a maximum cost to Government of 3.6% of salaries.

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

- 19.1 This Award shall apply to all officers as defined in clause 3, Definitions, who are employed in NSW Ambulance.
- 19.2 This Award rescinds and replaces the Ambulance Service of NSW Death and Disability (State) Award published 11 July 2008 (366 I.G. 5) as varied from time to time.
- 19.3 This Award commences on 20 August 2016 and remains in force for a period of 12 months.

**ANNEXURE A**

**BENEFITS FOR ON DUTY DEATH**

The lump sum benefits shown in the table below are payable from the First State Super insurance superannuation scheme in accordance with the scheme’s trust deed. Where an on duty benefit is less than the off-duty benefit, the higher benefit would be payable.

<b>Age At Death Or Disablement</b>	<b>Lump Sum As Multiple Of Salary (salary effective at date of disablement)</b>
Less than 45 years of age	8.50
45	8.20
46	7.95
47	7.69
48	7.42
49	7.15
50	6.88
51	6.59
52	6.29
53	5.98
54	5.67
55	5.35
56	5.02
57	4.69
58	4.34
59	4.00
60	3.71

**ANNEXURE B**

**BENEFITS FOR OFF DUTY DEATH**

<b>Age</b>	<b>Lump Sum Effective from the first pay period to commence on or after 1 July 2015</b>
Less than 61 years of age	\$367,869
At age 61 to less than 62 years	\$294,296
At age 62 to less than 63 years	\$220,722
At age 63 to less than 64 years	\$147,147
At age 64 to less than 65 years	\$73,572


**ANNEXURE C****TRANSITIONAL BENEFITS****TABLE 1****BENEFITS FOR ON DUTY TOTAL AND PERMANENT DISABILITY**

<b>Age At Disablement</b>	<b>Lump Sum As Multiple Of Salary (salary effective at date of disablement)</b>
Less than 45 years of age	8.50
45	8.20
46	7.95
47	7.69
48	7.42
49	7.15
50	6.88
51	6.59
52	6.29
53	5.98
54	5.67
55	5.35
56	5.02
57	4.69
58	4.34
59	4.00
60	3.71

**TABLE 2****BENEFITS FOR OFF DUTY TOTAL AND PERMANENT DISABILITY**

<b>Age at Disablement</b>	<b>Lump Sum Effective from the first pay period to commence on or after 1 July 2015</b>
Less than 61 years of age	\$367,869
At age 61 to less than 62 years	\$294,296
At age 62 to less than 63 years	\$220,722
At age 63 to less than 64 years	\$147,147
At age 64 to less than 65 years	\$73,572

**TABLE 3****BENEFITS FOR ON DUTY PARTIAL AND PERMANENT DISABILITY**

Where an on duty benefit is less than the off duty benefit, the higher benefit would be payable.

<b>Age at Disablement</b>	<b>Lump Sum as Multiple of Salary (salary effective at date of disablement)</b>
20	8.33
21	8.22
22	8.11
23	7.99

24	7.87
25	7.75
26	7.62
27	7.49
28	7.35
29	7.21
30	7.07
31	6.92
32	6.76
33	6.61
34	6.44
35	6.28
36	6.11
37	5.93
38	5.75
39	5.56
40	5.36
41	5.16
42	4.96
43	4.75
44	4.53
45	4.30
46	4.07
47	3.83
48	3.59
49	3.34
50	3.08
51	2.81
52	2.53
53	2.25
54	1.95
55	1.65
56	1.34
57	1.02
58	0.69
59	0.35
60	0.00

## ANNEXURE D

## OPERATIONAL AMBULANCE OFFICERS

<b>Components of Salary</b>	<b>Components of 20%</b>
<b>Base Salary (Stafflink Element)</b>	<b>Penalties (Stafflink Element)</b>
AR916R AWD ASN Operation Centre Allowance	AN646N ASN Relocation Disturbance Allowance
AR919R AWD ASN Broken Hill Advanced Life Support	AN001N On Call Weekly
AR920R AWD ASN Broken Hill Paramedic Allowance	AN001N On Call
AR923R AWD ASN Broken Hill Allowance	AR564R Broken Hill Climatic and Isolation Allowance
AR937R AWD ASN Specialist Allowance	AN945N ASN Living Away Sustenance After Tax
zzzAR938R ASN Standby Rescue Allowance	PL001 Penalty 10 Percentage
AR941R AWD ASN Duty Operations Centre Air Ambulance	PL002 Penalty 12 and half Percentage
zzzAR942R AWD ASN Ambulance Studies Certificate	PL003 Penalty 15 Percentage
AN944R AWD Operations Centre Standby	PL006 Penalty Saturday 50 Percentage
EA001 Normal Hours	PL008 Penalty Sunday 75 Percentage
LP004 Sick Leave Payment	PL010 Public Holiday Penalty 50 Percentage
LP006 Annual Leave Entitlement Payment	PL011 Public Holiday Penalty 100 Percentage
LP006 Annual Leave Entitlement Payment	PL012 Public Holiday Penalty 150 Percentage
LP009 Extra Leave Payment	EA037 Public Holiday
LP011 Long Service Leave Payment	EA001 Normal Hours HGD
LP016 Time in Lieu Payment	PL007 Penalty 100 Percentage
WC044 Full Incapacity	PL001 Penalty 10 Percentage HGD
WC045 Partial Incapacity	PL002 Penalty 12 and half Percentage HGD
WC046 Statutory Incapacity	PL003 Penalty 15 Percentage HGD
WC047 Section 38	PL006 Penalty Saturday 50 Percentage HGD
WC048 Suitable Duty Full Hours	PL008 Penalty Sunday 75 Percentage HGD
WC048 Suitable Duty Full Hours HGD	PL010 Public Holiday Penalty 50 Percentage HGD
WC049 Suitable Duty Partial Hours	PL011 Public Holiday Penalty 100 Percentage HGD
WC049 Suitable Duty Partial Hours HGD	PL012 Public Holiday Penalty 150 Percentage HGD
WC050 Statutory Make Up	PL007 Penalty 100 Percentage HGD
WC051 Partial Incapacity No Time Lost	EA140 Crib Break Penalty
WC063 Workers Comp Public Holiday	
WC064 Totally Unfit Pd 1 Wks 1 to 13 PC 95	
WC065 Totally Unfit Pd 2 Wks 14 to 52 PC 80	
WC066 Totally Unfit Pd 3 Wks 53 to 130 PC 80	
WC067 Totally Unfit Wks 131 to 260 PC 80	
WC068 Totally Unfit greater than 260 Wks PC 80	
WC069 Suitable Duties Pd 1 Wks 1 to 13 PC 95	
WC070 Suitable Duties Pd 2 Wks 14 to 52 GTR 15 PC 95	
WC071 Suitable Duties Pd 2 Wks 14 to 52 LESS 15 PC 80	
WC072 Suitable Duties Pd 3 Wks 53 to 130 GTR 15 PC 95	
WC073 Suitable Duties Pd 3 Wks 53 to 130 LESS 15 PC 80	
WC074 Suitable Duties Wks 131 to 260 PC 80	
WC075 Suitable Duties greater than 260 Wks PC 80	
WC076 Surgery after 143 Wks PC 80	
WC077 Partial Incapacity No Time Lost	
LE039 ADO in Hours Leave	
LP052 FACS Leave Payment	
LP055 Crown Witness Leave Payment	
LP056 Jury Duty Leave Payment	
LP612 Parental Leave Payment	
LP611 Parental Leave Half Pay Payment	
LP060 Defence Leave Payment	
LP631 NAIDOC Leave Payment	
LP633 Special Leave Payment	
LP064 TESL Payment	
LP068 Union Leave Payment	
LP067 Examination Leave Payment	
LP066 Short Course Leave Payment	
LP063 SES Leave Payment	

**OPERATIONAL AMBULANCE MANAGERS**

<b>Component of Salary</b>	<b>Components of 3%</b>
<b>Base Salary (Stafflink element)</b>	<b>Penalties (Stafflink element)</b>
EA001 Normal Hours	PL010 Public Holiday Penalty 50 Percentage
LP004 Sick Leave Payment	PL011 Public Holiday Penalty 100 Percentage
LP006 Annual Leave Entitlement Payment	PL012 Public Holiday Penalty 150 Percentage
LP006 Annual Leave Entitlement Payment	EA001 Normal Hours HGD
LP009 Extra Leave Payment	PL010 Public Holiday Penalty 50 Percentage HGD
LP011 Long Service Leave Payment	PL011 Public Holiday Penalty 100 Percentage HGD
LP016 Time in Lieu Payment	PL012 Public Holiday Penalty 150 Percentage HGD
WC044 Full Incapacity	AN945N ASN Living Away Sustenance After Tax
WC045 Partial Incapacity	EA001 Normal Hours HGD
WC046 Statutory Incapacity	
WC047 Section 38	
WC048 Suitable Duty Full Hours	
WC048 Suitable Duty Full Hours HGD	
WC049 Suitable Duty Partial Hours	
WC049 Suitable Duty Partial Hours HGD	
WC050 Statutory Make Up	
WC051 Partial Incapacity No Time Lost	
WC063 Workers Comp Public Holiday	
WC064 Totally Unfit Pd 1 Wks 1 to 13 PC 95	
WC065 Totally Unfit Pd 2 Wks 14 to 52 PC 80	
WC066 Totally Unfit Pd 3 Wks 53 to 130 PC 80	
WC067 Totally Unfit Wks 131 to 260 PC 80	
WC068 Totally Unfit greater than 260 Wks PC 80	
WC069 Suitable Duties Pd 1 Wks 1 to 13 PC 95	
WC070 Suitable Duties Pd 2 Wks 14 to 52 GTR 15 PC 95	
WC071 Suitable Duties Pd 2 Wks 14 to 52 LESS 15 PC 80	
WC072 Suitable Duties Pd 3 Wks 53 to 130 GTR 15 PC 95	
WC073 Suitable Duties Pd 3 Wks 53 to 130 LESS 15 PC 80	
WC074 Suitable Duties Wks 131 to 260 PC 80	
WC075 Suitable Duties greater than 260 Wks PC 80	
WC076 Surgery after 143 Wks PC 80	
WC077 Partial Incapacity No Time Lost	
LE039 ADO in Hours Leave	
LP052 FACS Leave Payment	
LP055 Crown Witness Leave Payment	
LP056 Jury Duty Leave Payment	
LP612 Parental Leave Payment	
LP611 Parental Leave Half Pay Payment	
LP060 Defence Leave Payment	
LP631 NAIDOC Leave Payment	
LP633 Special Leave Payment	
LP064 TESL Payment	
LP068 Union Leave Payment	
LP067 Examination Leave Payment	
LP066 Short Course Leave Payment	
LP063 SES Leave Payment	

M. J. WALTON *J, President.*  
 J.D. STANTON, Commissioner  
 J. V. MURPHY, Commissioner.

## **PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE) AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00214564)

Before Commissioner Tabbaa

3 August 2016

### **VARIATION**

1. Delete paragraphs (k) and (l) of subclause (v) of clause 4A, Multiple Assignments, of the award published 14 August 2015 (377 (I.G. 1768) and insert in lieu thereof the following:

(k) Where an employee:

1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV - Savings Provisions of Clause 29, Part-time, Casual and Temporary Employees, in relation to an assignment, and
2. after the date this clause was inserted into the Award the employee commences in a second or further permanent part time assignment and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;

subclauses (i)-(iv) of Part IV - Savings Provisions of Clause 29, Part-time, Casual and Temporary Employees, shall cease to apply and the employee will be a permanent part time employee for the purposes of the Award.

(l) Where an employee:

- (1) has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV - Savings Provisions of Clause 29, Part-time, Casual and Temporary Employees, in relation to an assignment, and
- (2) his/her combined total number of ordinary hours worked in all assignments is equal to or more than those set out in subclause (c) of this subclause,

subclauses (i)-(iv) of Part IV - Savings Provisions of Clause 29 Part-time, , Casual and Temporary Employees, shall not apply to any of their assignments.

2. Delete paragraph (d) of subclause (ii) of clause 20. Mobility, Excess Fares and Travelling, and insert in lieu thereof the following:

(d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by their own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations NSW TC 15/17 Review of Meal, Travelling and Other Allowances (as amended or replaced).

3. Delete paragraph (c) of subclause (iv) of the said clause 20, and insert in lieu thereof the following:



- (c) Where a reliever, with the prior approval of the employer, travels by their own mode of conveyance and incurs travelling costs in excess of the amount as set in Item 12 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations NSW TC 15/17 Review of Meal, Travelling and Other Allowances (as amended or replaced).

4. Delete clause 21, Car Allowance and insert in lieu thereof the following:

An employee who, with the approval of the Chief Executive Officer or their nominee, uses on official business a motor vehicle maintained primarily for other than official business, shall be paid an allowance based on the rates prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations NSW TC 15/17 Review of Meal, Travelling and Other Allowances (as amended or replaced).

5. Delete paragraph (b) of subclause (ii) of clause 25, Overtime and insert in lieu thereof the following:

- (b) Employees employed pursuant to Part 1 of Clause 29, Part Time, Casual and Temporary Employees, (ie. Permanent Part-Time Employees) shall be entitled to payment for overtime in accordance with the arrangements set out in NSW Health Policy Directive PD2014\_039 Nurses and Midwives - Permanent Part-time - Overtime provisions for on call roster, as amended from time to time. Overtime shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

6. Delete paragraph (b) of subclause (vii) of the said clause 25, and insert in lieu thereof the following:

- (b) The allowance per meal shall be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Treasury Circular Industrial Relations NSW TC 15/17 Review of Meal, Travelling and Other Allowances (as amended or replaced)

7. Delete subclause (iv) of clause 27, Payment and Particulars of Salaries and insert in lieu thereof the following:

- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars; employee's name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.

8. Delete subparagraph (c) of paragraph (iv) of subclause D, Right to Request of clause 34, Maternity, Adoption and Parental Leave and insert in lieu thereof the following:

- (c) all requests are to be considered having regard to the terms of NSW Health Policy Directive No. 2014-029 Leave Matters for NSW Health Service, as amended from time to time.

9. Delete clause 43, Medical Examination of Nurses and insert in lieu thereof the following:

#### **43. Medical Examination of Nurses**

See NSW Health Policy Directives No PD2014-029 Leave Matters for NSW Health Service and PD2015-026 Recruitment and Selection of Staff to the NSW Health Service as amended from time to time.

10. Delete subclause (i) of clause 51, Salary Packaging and insert in lieu thereof the following:
- (i) By agreement with their employer, employees may elect to package a part or all of their salary in accordance with this Clause, to obtain a range of benefits as set out in NSW Policy Directive PD2016\_009 Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

11. Delete Items 10 and 11, Climatic/Isolation from Table 2, Other Rates and Allowances of Part B Monetary Rates and insert in lieu thereof the following:

Item	Clause	Allowance	1/07/2015	1/07/2016
		<b>Climatic/Isolation</b>		
10	14(i)	Climatic Allowance - per week	\$3.65	\$3.70
10	14(ii)	Isolation Allowance - per week	\$7.18	\$7.27
11	17(i)	Special rate for RN - Tibooburra and Ivanhoe Hospitals - Per week	\$32.22	\$32.64
11	17(i)	Special rate for EN, AIN - Tibooburra and Ivanhoe Hospitals - per week	\$14.04	\$14.22

12. Delete Items 13 and 14, Uniform and Laundry Allowances from the said Table 2, and insert in lieu thereof following:

Item	Clause	Allowance	1/07/2015	1/07/2016
		<b>Uniform and Laundry Allowance</b>		
13	23(iii)(a)	Uniform Allowance - per week	\$7.24	\$7.33
13	23(iii)(a)	Shoes Allowance - per week	\$2.25	\$2.28
13	23(iii)(a)	Uniform (including shoes allowance) - per week	\$9.49	\$9.61
13	23(iii)(a)	Cardigan or Jacket Allowance - per week	\$2.17	\$2.20
14	23(iv)	Laundry Allowance - per week	\$6.04	\$6.12

13. This variation shall take effect from the first full pay period to commence on or after 1 July 2016.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

## **ROADS AND MARITIME SERVICES CONSOLIDATED SALARIED AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00118512)

Before Commissioner Murphy

2 August 2016

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**PART A – CORE CONDITIONS**

**SECTION 1 – APPLICATION, OPERATION AND GENERAL PROVISIONS**

**1. Definitions**

Accrued Day Off (ADO) means a day, not being a holiday, that an Employee has off duty arising from working additional hours over a roster cycle to accrue a day off.

BSO - means a Boating Safety Officer or Senior Boating Safety Officer of the Maritime Division employed as a member of the Transport Service in the RMS Group.

Cadet means a person completing a four year engineering degree course, or equivalent, at a recognised Australian University.

Call-out/Call-back means a call or direction to return to work to attend to an emergency or breakdown.

Casual means a person who is employed and paid by the hour with no guaranteed hours of work and whose employment terminates at the end of each engagement, as specified by subclause 12.5.

Chief Executive means the Chief Executive of Roads and Maritime Services.

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

Continuous Shift Work means a pattern of work designed to cover the business operations with consecutive shifts of Employees throughout 24 hours per day, for a period of at least six consecutive days without interruption, except during breakdowns, meal breaks or owing to unavoidable causes beyond RMS' control.

Crib break or a paid meal break means a break which is treated as time worked, where Employees remain available to carry out duties.

Day Worker means an Employee whose ordinary hours of work are set out in clause 21.

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

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

Employee means a person employed as a member of the Transport Service in the RMS Group and covered by this Award.

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

Employer means the Secretary of the Department of Transport as head of the Transport Service.

EOI means an Enforcement Operations Inspector (formerly IVR).

ESO means an Environmental Service Officer.

Experienced Professional Engineer means a Professional Engineer (as defined) who:

- (a) is a Member of Engineers Australia (MIEAust); or
- (b) has at least four years continuous experience in professional engineering duties since becoming a Professional Engineer.

Extended Leave means long service leave as provided by clause 31.

FACSL means Family and Community Service Leave as provided by clause 28.

Family Member means:

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

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

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

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

Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member) or, 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).

Field Work means work which is not incidental to the Employee's current role and is undertaken away from the Employee's permanent RMS office or normal work location.

Flexitime means a flexible system of arranging working hours that includes the ability for Employees to accrue and take flex leave in accordance with this Award.

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in subclause 21.2.

General Provisions means those provisions referred to in Part A, Core Conditions of this Award.

Graduate Engineer means a Professional Engineer who is participating in the RMS Graduate Recruitment and Development Program (or equivalent).

Headquarters means the centre to which an Employee's position is attached for administrative purposes.

Hourly Rate means the rate payable for one hour worked calculated by dividing the weekly rate by 35 or 38 depending upon the ordinary hours applicable to each classification.

Hours of Work means the Ordinary Hours Employees are required to work.

IRC means Industrial Relations Commission of New South Wales.

Letter of appointment means the letter sent to Employees offering them employment in RMS.

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

Local Holiday means a holiday which is declared as an additional public holiday for a specified part of the State under the Public Holidays Act. It does not include Local Event Days unless such days have been gazetted as a public holiday for the local area.

LWOP means Leave Without Pay.

Major Transport Disruption means a major transport incident such as a derailment or a motor vehicle accident resulting in significant delays to the travelling public.

Maritime Employees means those Employees employed in the Maritime classifications in Schedule A Part 3 of this Award.

MESO means Maritime Environmental Services Officer

Official Business Rate means the rate Employees are paid for using a private vehicle on official RMS business when:

- no RMS vehicle is available; or
- no hire car is available; or
- no public or other transport is available; or
- Employees are unable to use public or other transport because of a disability; or
- Employees are requested to use the vehicle and agree to do so; or

- Employees are required to do so as specified by subclause 20.5.10 (Transfer of Dependants), or when the Employer approves use of a private vehicle when other forms of transport are available for travel to a temporary work location.

On Call means a direction to be available outside ordinary hours to provide a response to an emergency/breakdown.

Ordinary rate of pay means the base rate Employees are paid on an hourly basis, according to their hours of work and their annual salary.

Overtime means time which Employees work outside their ordinary hours as per clause 23.

P and MA Act shall mean the Ports and Maritime Administration Act 1995.

Part-Time Employee means a person employed in accordance with subclause 12.4 and who has hours of work that are less than those of full-time Employees.

Permanent residence means where an Employee lives.

Personal salary means, for Maritime Employees, any salary in excess of the value of the position as determined by the process of job evaluation or, for those Employees who moved from the Award system into the MSB Enterprise Agreement interpolated/alterd rate which resulted from redeployment or transfer at the time of transition.

Professional Engineer means an Employee who holds an undergraduate degree in engineering (4 or 5 year course) from an Australian university or equivalent, as recognised by Engineers Australia.

For the purposes of entitlement in this Award, excluding Schedule A, Part 2, Professional Engineer includes Cadet and Graduate Engineer.

Professional Engineering Duties means duties, any portion of which are required to be carried out by Employees who have qualifications as a Professional Engineer.

Regular Annual Aquatic Event means an event that occurs on a regular basis and is included in the annual event calendar, for example Boxing Day, New Years Eve and Australia Day.

RMS means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the Public Sector Employment and Management Act 2002 was abolished, staff moved to the Transport Service, and that Employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this Award, references to "RMS" refer to the business of the Roads and Maritime Services rather than to the Employer).

RMS Group - means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.

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

Salaried Employee means those Employees employed in the Salaried Classifications in Schedule A Part 1 of this Award. Unless specified otherwise, it includes Enforcement Operations Inspectors.

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



SEA Officer means an initial or periodic surveyor, examiner or Safety Management System auditor employed in the Commercial Vessel Survey and Certification Branch of the Maritime Division.

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

Shift loading means a payment for working shifts other than day shift, as specified in subclause 22.3, to compensate for the inconvenience of hours worked.

Shift work means a pattern of work in which the ordinary hours may be performed outside standard hours, as per subclause 22.2.

Special Extraordinary Aquatic Event means a unique aquatic event that is not regularly included in the annual event calendar and occurs outside of the events currently supported by on-water Employees. For example, Sydney Harbour Fleet Review was deemed to be a Special Extraordinary Aquatic Event.

Specific Provisions means those provisions contained in Part B of this Award and which apply to the relevant specified classifications.

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

TA Act means Transport Administration Act 1988.

Temporary Employee means an Employee employed for a specific period of time or project as prescribed in subclause 12.6.

Temporary work location means the place where Employees temporarily perform their ordinary RMS work if required to work away from their headquarters.

Time Credit means the amount of time worked in a settlement period that exceeds the ordinary hours of work, under a flexitime arrangement.

TL ES means Team Leader Environmental Services.

Trainee means an Employee engaged under a recognised traineeship.

Traineeship means a structured training program, lasting up to 24 months that combines practical experience at work and training with a Registered Training Organisation (RTO).

Transport Service means the Transport Service of New South Wales established by the Transport Administration Act 1988.

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

Weekly Rate means the calculation arrived at by dividing the annual salary by 52.17857.

## **2. Title**

This Award shall be known as the Roads and Maritime Services Consolidated Salaried Award 2016.

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

3.1 This Award shall apply to:

- (a) the Employer; and
- (b) Employees employed in the classifications covered by this Award.

3.2 Parties to this Award are:

- (a) the Employer;
  - (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
  - (c) the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) (APESMA) (also referred to as Professionals Australia);
  - (d) the Australian Services Union of NSW (ASU);
  - (e) Australian Maritime Officers' Union of New South Wales (AMOU);
  - (f) Australian Institute of Marine and Power Engineers New South Wales District (AIMPE); and
  - (g) the Seamens' Union of Australia, New South Wales Branch (MUA).
- 3.3 This Award rescinds and replaces the Roads and Maritime Services Consolidated Salaried Award 2014 published 22 August 2014, (376 I.G. 904), as varied..
- 3.4
- (a) With the exception of the clauses outlined in subclause 3.4(b), this Award comes into effect on 1 July 2016 and will remain in force until 30 June 2017.
  - (b) Clauses 21 and 23 of this Award shall come into effect on the date published by the Chief Executive on the RMS intranet. Until such time, the provisions in Schedule D shall apply.
- 3.5 Any specific provisions contained in Part B of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in Part A of this Award.

#### **4. No Extra Claims**

- 4.1 During the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Award by a party to this Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before the IRC, by a party to this Award.
- 4.2 The terms of subclause 4.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.
- 4.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 (NSW) are not prohibited by this clause.

#### **5. Dispute Settlement Procedure**

- 5.1 The purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.
- 5.2 Subject to Clause 4.1, this procedure shall apply to any Dispute that arises about the following:
- (a) matters pertaining to the relationship between the Employer and Employees;
  - (b) matters pertaining to the relationship between the Employer and the union parties to this award which pertain to the Award and/or the relationship between the Employer and Employees; or
  - (c) the operation and application of this Award.

5.3 Any Dispute shall be resolved according to the following steps:

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

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

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

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

5.4. By mutual agreement confirmed in writing, Step 3 outlined above may be avoided, and the parties to the dispute may seek the assistance of the IRC in the terms outlined at Step 4.

5.5. The referral of the Dispute to the IRC must take place within 72 hours of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the Dispute. Any Dispute that is not so referred will be deemed to be no longer a matter in dispute.

5.6. The parties to the Dispute may extend the timeframe of Steps 2 - 4 by agreement. Such agreement shall be confirmed in writing.

5.7. All timeframes above are exclusive of weekends and public holidays.

5.8. The Employer can raise a Dispute using the same process as in 5.3 but reversing the roles of the Employee or Union and the Employer in the process.

5.9 Safety Issues

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

## 6. Grievance Procedure

6.1 A grievance is a personal concern about work or the work environment for which Employees seek hearing or resolution.

6.2 A grievance may, for example, relate to:

- (a) allocation of work or development opportunities,
- (b) a perceived denial of an entitlement, or

- (c) suspected discrimination or harassment.
- 6.3 RMS' Grievance Resolution Procedure, as amended by the Employer from time to time, is to be followed when a grievance arises. This Procedure is at Schedule C of this Award.
- 6.4 While the Grievance Resolution Procedure is being followed, normal work is to continue.

### **7. Consultation and Significant Workplace Change**

- 7.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees. This includes but is not limited to, monthly Peak Consultative Committee meetings.
- 7.2 The Employer is committed to consultation on workplace policies and such policies will continue to have effect until such time as the Employer amends, replaces or rescinds policy.
- 7.3 Employer to Notify
- (a) Where the Employer intends to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer undertakes to notify the employees who may be affected by the proposed changes and the relevant Branch or State Secretary of the Union(s).
  - (b) Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or relocation or transfer of employees to other work or locations, the restructuring of jobs, changes to the working arrangements of Employees, changes to employment conditions (for example, due to legislative or regulatory change), the use of contractors to perform work normally performed by employees covered by this Award and the legal or operational structure of the business.
- 7.4 Employer to Consult
- (a) The Employer undertakes to discuss with the Employees affected and the Union(s) in good faith the introduction of any change referred to in subclause 7.3, the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on Employees and to give prompt consideration to matters raised by the Employees and/or the Union in relation to the changes.
  - (b) The discussion shall commence as early as practicable and before the Employer has made a final decision to adopt and implement any changes referred to in subclause 7.3. For the purposes of such discussion, the Employer undertakes to provide in writing to the Employees concerned and the Union, appropriate relevant information about such changes including the nature of the proposed changes, what they are intended to achieve and the expected effects of the changes on Employees.
  - (c) The Employees will be given an opportunity and sufficient time in which to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
  - (d) The Employer will genuinely consider and respond in writing to any feedback provided by Employees and the Employer Representatives.
  - (e) Where, subject to the provisions of this Clause, the Employer makes a final decision to implement change in the workplace and the Union disagrees with that decision, subject to there being no stoppage of work as a result of the decision of the Employer, the Union may refer the matter in dispute to the NSW Industrial Relations Commission for conciliation and/or arbitration in accordance with the Dispute Resolution Procedure in clause 5 of this Award.

## 8. Trade Union Activities

- 8.1 The Employer acknowledges that Union delegates represent and speak on behalf of members in the workplace and that their representation rights in relation to matters that pertain to the employment relationship are integral to the proper operation of the Dispute Settlement Procedure contained at clause 5 of this Award.
- 8.2 The Employer acknowledges the requirements under section 210 of the Industrial Relations Act 1996 in relation to the role of Union delegates.
- 8.3 Accordingly the Employer will allow Union delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
- (a) represent members in bargaining;
  - (b) represent the interests of members to the Employer;
  - (c) address new Employees about the benefits of union membership at the time that they enter employment;
  - (d) consult with union members and other Employees for whom the delegate is a representative; and
  - (e) place union information on a union noticeboard in a readily accessible and visible location.
- 8.4 Union delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with management or disciplinary or grievance meetings where a union member requires the presence of a union delegate, where operational requirements allow the taking of such time.
- 8.5 Where a workplace meeting is called with management, including meetings under the Dispute Settlement Procedure, Union delegates that attend will be paid by the Employer any travel and/or accommodation costs necessarily and reasonably incurred.
- 8.6 Union delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.
- 8.7 Special leave with pay will be granted for the following activities undertaken by a Union delegate as specified below:
- (a) annual or biennial conferences of their own Union, Unions NSW or the Australian Council of Trade Unions (ACTU);
  - (b) attendance at meetings called by Unions NSW involving the Unions which requires attendance of a delegate;
  - (c) attendance at their Unions National Executive, State Executive, Divisional Committee of Management (or equivalent), National Council or State Council;
  - (d) giving evidence before an Industrial Tribunal or in another jurisdiction in proceedings as a witness for the Union, briefing counsel, appearing as an advocate on behalf of a Union or assisting Union officials with preparation of cases; and
  - (e) attendance at meetings as a member of a vocational or industry committee.
- 8.8 Employees who are members of a Union will be granted Special Leave with pay up to 12 working days in any period of 2 years to attend training courses endorsed by their Union, Unions NSW or the ACTU, subject to:

- (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - (b) all travelling expenses being met by the Employee or the Union;
  - (c) attendance being confirmed in writing by the Union or a nominated training provider.
- 8.9 The Employer must be notified in writing by the Union or, where appropriate, by the Union delegate as soon as the date and/or time of the meeting, conference, training or other accredited activity referred to above is known.
- 8.10 Any payment to an Employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- 8.11 If a delegate undertakes duties in accordance with this clause while on leave, RMS will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.
- 8.12 Union Delegates' access to the Employer's facilities
- (a) The Employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as a Union delegate and consulting/meeting with workplace colleagues in accordance with this provision.
  - (b) The Employer shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.
- 8.13 Employees on loan to Unions - Subject to the operational requirements of the workplace, on loan arrangements will apply as follows:
- (a) RMS Employees loaned to a Union party to this Award on a temporary basis may perform work at the Union when it makes application to RMS because:
    - (i) it needs the Employee's services, or
    - (ii) the Employee is a member of the Executive or Council of the Union and is required by the Union to undertake a country tour.
  - (b) When proceeding to work at the Union, Employees must complete a leave form in the usual manner which shows the reason for absence as "On loan to the relevant union".
  - (c) When performing work for the Union, the following applies:
    - (i) the period of the loan counts for service in respect of all entitlements,
    - (ii) the Employee remains on RMS' payroll,
    - (iii) RMS will seek reimbursement from the Union at regular intervals of all salary and associated on costs, including superannuation. The Union is required to meet such costs as specified by NSW Treasury from time to time,
    - (iv) if the Employee wishes to apply for leave whilst at the Union they should make application for leave to RMS in the usual manner.

## **9. Work Environment**

- 9.1 Workplace Health and Safety - The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces through:

- (a) the development of policies and guidelines on Workplace Health, Safety and Rehabilitation;
  - (b) assisting to achieve the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
  - (c) identifying training strategies for Employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
  - (d) developing strategies to assist the rehabilitation of injured Employees.
- 9.2 The Employer will allow Employees elected as committee members and Health and Safety Representatives (HSR), reasonable time during working hours to attend meetings of the workplace's Workplace Health and Safety Committee and participate in all official activities relating to the functions and responsibilities of a Workplace Health and Safety Committee Member and or HSRs.
- 9.3 Equality of Employment and Elimination of Discrimination - The parties to this Award are committed to providing a work environment which promotes the achievement of equity, access and elimination of discrimination in employment.
- 9.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the Anti-Discrimination Act 1977. Management and staff are required to refrain from, or be party to, any form of harassment in the workplace.

#### **10. Anti-Discrimination**

- 10.1 It is the intention of the Employer to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 10.2 It follows that in fulfilling their obligations under clause 5 (Dispute Settlement Procedure) of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 10.3 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.
- 10.4 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.
- 10.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### **NOTES**

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

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

### **11. Negotiation of Next Award**

- 11.1 The parties agree to begin negotiations for the next Award no later than six months prior to the nominal expiry date of this Award.

## **SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS**

### **12. Forms of Employment**

- 12.1 RMS will use direct permanent employment as the preferred and predominant staffing option for RMS.

- 12.2 Basis of Employment

Employees are employed on either a full-time, part-time, casual or temporary employment basis.

- 12.3 Full-Time

A Full-Time Employee is an Employee employed to work the relevant full-time hours.

- 12.4 Part-Time

- (a) A Part-Time Employee shall be engaged to work fewer contracted ordinary hours than the ordinary hours of a Full-Time Employee in the same classification. Part-time Professional Engineers must work a minimum of 3 hours per day.
- (b) Part-Time work may be undertaken with the agreement of the Employer. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.
- (c) Part-Time Employees shall be paid at the same hourly rate as a Full-Time Employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award.
- (d) Part-Time Employees receive entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (e) Subject to any specific provisions, the Employer may request, but not require, a Part-Time Employee to work additional hours or overtime in excess of their contract hours.
- (f) Subject to subclause 12.4(h), Salaried Employees and Professional Engineers who work on a Part-Time basis who work in excess of their usual daily hours may elect to:
  - (i) be paid at the ordinary rate of pay plus a loading of 1/12th for such additional hours in lieu of accrual of annual leave (5/47th loading for Employees entitled to 5 weeks annual leave) up to a maximum which is equal to the daily hours of Full-Time Employees in the relevant classification; or
  - (ii) have the additional hours counted for the accrual of annual and sick leave.



- (g) Subject to subclause 12.4(h), Maritime Employees who are part-time and work additional hours shall, subject to the specific provisions in this Award, be paid at the ordinary rate of pay for such hours and such time shall count for the purposes of annual leave accruals.
- (h) Part-Time Employees who work overtime, that is hours where an equivalent Full-Time Employee is entitled to overtime payments, shall be entitled to the same rate of overtime pay and conditions of overtime as those of their Full-Time equivalent.
- (i) Part-Time Employees may work, with approval of a line manager, under a flexitime arrangement as set out at subclause 21.2. Any work performed within the normal bandwidth is paid at the ordinary rate and any hours worked outside the bandwidth is paid at the applicable overtime rate which is applicable to full time Employees in the relevant classification. The provisions of clause 23.2(c) also apply.

## 12.5 Casual Employment

- (a) Employees may be employed on a casual basis:
  - (i) to carry out work that is irregular or intermittent, or
  - (ii) to carry out work on a short-term basis, or
  - (iii) to carry out urgent work or to deal with an emergency, and
  - (iv) must possess the qualifications required of a permanent Employee in the same classification.
- (b) Casual Employees are employed on an hourly basis for a minimum of three hours per engagement.
- (c) Casual Employees who work less than three hours per engagement are paid for three hours.
- (d) Casual Employees are paid at the ordinary hourly rate applicable to the first year of the base grade of their classification.
- (e) Casual Employees shall be paid a loading on the appropriate ordinary hourly rate of pay of 17% in recognition of the casual nature of the employment and compensate the Employee for all leave, other than annual leave and extended leave, and all incidences of employment, except overtime and penalty rates.
- (f) Casual Employees shall also receive a 1/12th loading in lieu of annual leave.
- (g) Casual Employees will be entitled to overtime payments when they are required to work hours that would normally attract overtime payments for full-time Employees in accordance with clause 23 Overtime or, for Maritime Employees, clause 62 Overtime. Casual Employees are similarly entitled to attract Shift Work penalty in accordance with clause 22 Shift Work and allowances (except for Transfer Allowances) as set out in clause 20 Allowances.
- (h) The following provisions do not apply to Casual Employees (unless specified otherwise):
  - (i) Clause 13 (Probationary Period);
  - (ii) Clause 15 (Notice of Termination of Employment);
  - (iii) Subclause 20.5 (Transfer Allowances);
  - (iv) Section Five (Leave and Public Holidays);

## 12.6 Temporary Employment

- (a) A Temporary Employee shall be entitled to the same salary and conditions as permanent Employees in the same classification.
- (b) Temporary Employees are not entitled to redundancy payments.
- (c) Subject to subclause 12.6(d), an engagement of a Temporary Employee may be for a fixed period of not more than 24 months, for a specific project, or for maternity relief of not more than 24 months, on either a full-time or part-time basis.
- (d) Where a Temporary Employee is engaged for a fixed period of more than 24 months the Employee will be made permanent.

#### 12.7 Trainees

Employees who are undergoing a recognised Traineeship shall be paid according to the Crown Employees (Public Service Training Wage) Reviewed Award 2008, as amended from time to time.

### 13. Probationary Period

- 13.1 Subject to subclauses 13.2 all new Employees, other than Employees who immediately prior to their employment in RMS were employed in the NSW Public Sector, will be subject to a probationary period of 3 calendar months, unless they are employed in a position which, due to the nature of the work or compulsory training, has a probationary period of six months.
- 13.2 Engineering Cadets and EOIs are subject to a probation period of 12 months.
- 13.4 Prior to the conclusion of the probationary period, the Employer may either:
  - (a) confirm appointment;
  - (b) extend the probationary period once up to a maximum of 3 months; or
  - (c) annul the probationary appointment.

### 14. Secure Employment

#### 14.1 Objective of this Clause

The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that Casual Employees have an opportunity to elect to become Full-Time or Part-Time Employees.

#### 14.2 Casual Conversion

- (a) A Casual Employee engaged by the Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) The Employer of such a Casual Employee shall give the Employee notice in writing of the provisions of this subclause within four weeks of the Employee having attained such period of six months. However, the Employee retains his or her right of election under this subclause if the Employer fails to comply with this notice requirement.
- (c) Any Casual Employee who has a right to elect under subclause 14.2(b), upon receiving notice under subclause 14.2(b) or after the expiry of the time for giving such notice, may give four

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

- (d) Any Casual Employee who does not, within four weeks of receiving written notice from the Employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a Casual Employee has elected to become and been converted to a Full-Time Employee or a Part-Time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- (f) If a Casual Employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 14.2(b), the Employer and Employee shall, in accordance with this subclause, and subject to subclause 14.2(b), discuss and agree upon:
  - (i) whether the Employee will convert to full-time or part-time employment; and
  - (ii) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996;

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

- (g) Following an agreement being reached pursuant to subclause 14.2(f), the Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

#### 14.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
  - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another Employer for the purpose of such staff performing work or services for that other Employer.
  - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another Employer to provide a specified service or

services or to produce a specific outcome or result for that other Employer which might otherwise have been carried out by that other Employer's own Employees.

- (b) If the Employer engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises the Employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with Employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
  - (ii) provide Employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;
  - (iii) provide Employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own Employees; and
  - (iv) ensure Employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 14.3 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.

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

14.5 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 Agency to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

#### 14.6 Contractors and Labour Hire

- (a) Consistent with subclauses 14.1 and 12.1 of this Award, the Employer acknowledges the importance of security of employment and will use direct permanent employment as the preferred and predominant staffing option for the Employer.
- (b) The Employer recognises that the use of contractors and labour hire may affect the job security and capability development opportunities of Employees covered by this Award.
- (c) In considering whether to engage contractors or labour hire employees, the Employer will consider whether there are any existing Employees within the relevant Branch who are suitable and/or available to carry out the work and/or there is a pressing need to meet business requirements.
- (d) On being advised or otherwise becoming aware that a contractor, sub-contractor or labour hire company is not paying modern award or other relevant industrial instrument rates, providing modern award or other relevant industrial instrument conditions or complying with any other statutory provisions, the Employer will take the necessary action to ensure that the situation is immediately rectified. Should the contractor, sub-contractor or labour hire company continue to breach the provision then the Employer will ensure that appropriate action including termination of contract is implemented, if appropriate.

#### 14.7 Transmission of Business

- (a) In the event that the Employer has reached a decision to transfer or outsource part of the business, the Employer will consult in accordance with clauses 7 and 14.8 (where appropriate) of

this Award. Consultation will commence as soon as practicable after the Employer has reached its decision.

- (b) The Employer will comply with the relevant and applicable legislative provisions in respect of any proposed transmission of business.

#### 14.8 Contracting Out Work

- (a) Application and definition

For the purpose of this subclause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

- (b) Considering Proposal to Contract Out Work

Where the Employer determines it intends to pursue a proposal to contract out work, subject to Government Approval, relevant unions and affected Employees will be notified. Sufficient time will be provided to relevant unions and affected Employees to discuss the Employer's intention to pursue a proposal to contract out work.

- (c) Decision to Contract Out Work

(i) Once the Employer has finalised a proposal and has made a decision to contract out work, the Employer agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.

(ii) Prior to implementation of a proposal to contract out work, the Employer will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.

- (c) Subject to reasonable notice and operational requirements, the Employer agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 14.8(b) above.

- (d) Dispute Settlement Procedure

Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 5 of this Award.

### 15. Notice of Termination of Employment

15.1 Unless the Employee is terminated by the Employer for serious misconduct, the Employer will not terminate an Employee's employment unless the Employee has been given the period of notice required by this clause.

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

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

- 15.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) weeks' notice.
- 15.4 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.
- 15.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 15.2 above, or by forfeiting salary in lieu of notice.
- 15.6 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.
- 15.7 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.
- 15.8 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.

#### **16. Abandonment of Employment**

- 16.1 If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write to the Employee, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address, advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.
- 16.2 If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the Employee's last known address, advising the Employee that their services have been terminated due to abandonment of employment.
- 16.3 The Employer will make reasonable enquiries to ensure Employees are not suffering physical and/or mental health issues in accordance with the RMS Separation from Employment Procedure.

### **SECTION 3 - SALARIES, ALLOWANCES AND RELATED MATTERS**

#### **17. Classifications and Rates of Pay**

- 17.1 Employees, other than Professional Engineers and Maritime Employees, are employed in the classifications set out in Part 1 of Schedule A.
- 17.2 Professional Engineers are employed in the classifications set out in Part 2 of Schedule A.
- 17.3 Maritime Employees are employed in the classifications set out in Part 3 of Schedule A.
- 17.4 Employees, other than Trainees, will be paid in accordance with this clause and the rates of pay set out in Schedule A.
- 17.5 Employees will be paid applicable allowances and expenses in accordance with clause 20 and Schedule B of this Award.
- 17.6 Salary and allowance adjustments provided for in this Award are as follows:
  - (a) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2016;
  - (b) allowance items 15, 16, 19(a), 26 and 27 will be increased in accordance with (a), rounded to the nearest dollar; 19(b) will be increased in accordance with (a), rounded to the nearest cent.

- (c) allowance items 1 to 14, 17, 18, 20 and 24 will be increased in accordance with variations made via Department of Premier and Cabinet Circulars and Schedule B amended as required.
- (d) allowance items 21 and 22 will be adjusted annually on 1 July, in accordance with the CPI (all groups Sydney Index) for the preceding 1 April to 31 March period.
- (e) allowance item 23 will be adjusted annually on 1 July, as determined by the Employer.

#### 17.7 Increments

- (a) Subject to subclauses (i) to (iii) below, where an Employee, other than a Maritime Employee, has completed 12 months service at a level within a classification, the Employee will progress one level within the Employee's classification.
  - (i) Employees are not entitled to progress to an increment if their conduct, work performance or attendance is unsatisfactory or if the Employee is subject to disciplinary proceedings or formal management for unsatisfactory performance or conduct.
  - (ii) Periods of leave without pay in excess of five days in any one year period will not count as service for incremental purposes.
  - (iii) Regular Casual Employees are entitled to an increment where they have worked the equivalent of 12 months worked by a full time Employee in the same position.

#### 17.8 Salary Packaging

- (a) For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule A of this Award and/or any salary payable under an agreement made under s68D(2) of the TA Act and any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.
- (b) 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.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HELP payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- (d) The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines administered by specialist salary package company Maxxia on behalf of Transport Shared Services. Such agreement must be made prior to the period of service to which the earnings relate.
- (e) Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
  - (i) any fringe benefits tax liability arising from a salary packaging arrangement; and
  - (ii) any administrative fees.
- (f) 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:
  - (i) Superannuation Guarantee Contributions;

- (ii) any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
  - (iii) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.
- (g) Novated leases for 100% private use of motor vehicles are available under salary packaging.

#### 17.9 Appeals in Respect of Salary Grade or Classification

- (a) Employees have the right to apply to the Employer through their branch or section manager for a salary increase, where applicable, or for an alteration in the grade or classification to which they are appointed.
- (b) If an Employee is dissatisfied with a decision or determination of the Employer in respect of:
  - (i) the salary, grade or classification; or
  - (ii) any other matter of the nature referred to in Part 7 of the Industrial Relations Act 1996 (NSW),

the Employee may forward a notice of appeal to the Employer within 30 days of being advised of such a decision or determination if they do not exercise their right before the IRC. The Employer will hear and determine the appeal and will allow the Employee, if so desired, to attend and to present a case personally or through a representative.

- (c) Nothing in this clause shall preclude the reference of matters to the IRC.

#### 17.10 Professional Engineers and Maritime Employees will be paid fortnightly.

#### 17.11 Union Deductions

- (a) Where directed in writing by an Employee, the Employer will deduct a payment due from the Employee to a Union party from an Employee's salary and remit it to the nominated Union in a timely manner, at no cost to the Employee or the Union, but subject to the Union being able to accept an electronic funds transfer. A deduction will be detailed on the Employee's pay slip.

### 18. Higher Duties

18.1 Subject to subclause 18.2 and 18.4, where in any one period of relief an Employee is required to relieve in a higher graded position for five working days or more and is instructed to perform the whole of the duties of this position, they shall be paid for the full period of relief the minimum salary of the higher graded position.

18.2 Maritime Employees who undertake higher duties in an A or AA position must:

- (a) undertake the duties for 4 weeks or more;
- (b) meet the ordinary hours of work requirement (ie. 161 hours in the 4 week cycle); and
- (c) meet all other requirements of the position,

in order to be eligible for the annualised salary of the A or AA position. Where these requirements are not met, the Employee is to be paid the Maritime Level rate only for the position.

18.3 Where in any one period of relief an Employee relieves in a higher graded position for five working days or more and does not perform the whole of the duties of such Employee in the higher graded



position, they shall be paid an allowance as may be determined by the Employer and prior to entering on relief shall be advised of the allowance to be paid and the basis for its assessment, provided that:

- (a) should the period of relief be in excess of 12 months the relieving Employee shall be entitled to be paid the salary that would be payable under this Award to a person appointed to that position on the day the relieving Employee commenced relieving duties in that position; or such proportion thereof as may be determined by the Employer;
- (b) except in an emergency, prior approval to payment of a higher duties allowance is to be obtained; and
- (c) an Employee relieving another in a lower graded position shall not suffer any reduction in salary.

18.4 A higher duties allowance is paid when an Employee is directed to relieve in a higher graded position for one or more working days in the following occupational categories:

- (a) Customer Services Branch Employees working in Registries, including a maximum four hours relief when working on Saturday shifts;
- (b) Maritime Division Employees classified as Team Leader Environmental Services, Executive Assistant to the Director Maritime, Management positions at Maritime Level 17, and Employees holding Master 5 qualifications and required by RMS to use these qualifications/skills in the absence of the incumbent.

18.5 Higher Duties - Part-Time Arrangements

- (a) Employees relieving in a higher graded position whose position holder is either a Part-Time Employee or has taken a period of leave on a part-time basis, are paid the higher duties allowance when having worked the equivalent of five complete working days in the higher graded position.
- (b) Part-Time Employees relieving in a higher graded position for the part time equivalent of five complete working days are paid the higher duties allowance on a pro-rata basis, based on the number of hours worked.

18.6 Incremental Progression by Allowances:

- (a) Where a very lengthy period of acting in the one higher graded position is unavoidable, the Employee concerned may progress by way of allowance to the next incremental step, provided that a 100 per cent allowance has been paid continuously for a period of 12 months.
- (b) Where the allowance has been discontinued during a period of leave, the increment should be delayed accordingly.
- (c) Where there are broken periods of relief in the higher graded position(s), such periods may be aggregated, irrespective of the nature of the work of the position(s). Such aggregated periods may be regarded as continuous service for the purpose of incremental progression within the grade of the position(s), provided that:
  - (i) only periods in respect of which the level of the allowance together with the Employee's salary is greater than or equal to the salary of the new position to which the Employee is substantively appointed are counted;
  - (ii) any period of leave during which allowance was not paid is discounted;
  - (iii) aggregation does not extend over any break in excess of six months.
- (d) The same principles apply if an Employee who has been relieving in higher graded positions is subsequently appointed to a similarly graded position, to determine salary and/or allowance in the new position.

- 18.7 Managers are to consider sharing higher duties relief opportunities between suitable staff to enhance fairness and increase developmental opportunities.

## 19. Travelling Compensation

### 19.1 Travel on Official Business

- (a) Employees who travel on official business and are not provided with an RMS vehicle, must, wherever possible, travel by the most economic and practical means of public transport. If public transport is not practical, or if the Employee has a genuine safety concern, the Employer can approve the use of a taxi or hire car.
- (b) RMS pays the full cost of fares for the transport.
- (c) Where Employees pay for the travel, their claim for reimbursement of travel costs must be supported by receipts.
- (d) If there is no public transport service, then Employees must obtain prior approval to travel by:
  - (i) taxi, hire car or rented car;
  - (ii) air; or
  - (iii) private vehicle, in accordance with subclause 20.4.
- (e) Employees who receive approval to use a private vehicle for official business travel will be reimbursed as set out in subclause 20.4.2.

### 19.2 Travel Compensation

#### 19.2.1 Fares

- (a) Employees are not entitled to payment of fares for travel between their usual headquarters and usual permanent residence.
- (b) If Employees are required to work temporarily from another location which involves additional fares, they will be paid the amount in excess of the fares usually incurred between their permanent residence and headquarters.
- (c) Where public transport presents difficulties in (b), Employees may, subject to prior approval, use a private vehicle and be reimbursed at the Specified Journey Rate, less the amount of normal fares or the kilometres usually travelled between their home and headquarters (whichever is relevant).

#### 19.2.2 Travelling Time

- (a) Employees are entitled to claim payment or time off in lieu for travelling time in accordance with subclauses 19.2.2 and 19.2.3. Employees are not entitled to be paid travelling time or take time off in lieu:
  - (i) for time spent travelling between their usual headquarters and usual permanent residence, or for the time normally taken for the periodic journey from home to headquarters and return,
  - (ii) for time spent travelling on permanent transfer where:
    1. the transfer involves promotion which carries increased salary,

2. the transfer is for disciplinary reasons,
  3. the transfer is made at the Employee's request, or
  4. special leave has been granted for the day or days on which the travel is to be undertaken,
- (iii) for periods of less than a quarter of an hour on any day,
  - (iv) for the time taken by the Employee to stop and eat a meal,
  - (v) for time spent travelling outside of the time that might reasonably have been taken by the most practical available route and the most economical means of transport,
  - (vi) for travel by ship on which meals and accommodation are provided,
  - (vii) for travel overseas,
  - (viii) from 11.00 pm on the night the Employee is provided with overnight accommodation to 7.30 am the following day, other than EOI Employees who are exempt from this provision.
  - (ix) if the Employee receives an allowance or their salary includes a specific component of compensation for travel outside normal hours.
- (b) Employees who are required to travel to work temporarily from another location which involves additional travel time, are paid for any additional time taken in excess of the time taken to travel between their usual headquarters and their usual permanent residence.
- (c) Subject to the conditions in (a), where travel is on a:
- (i) working day, Employees are paid for time spent in travelling before their normal commencing time or after their normal ceasing time;
  - (ii) non-working day, Employees are paid for all time spent travelling on official business after 7.30am.

#### 19.2.3 Payment for Travelling and Waiting Time

- (a) Employees who are entitled to claim travel time are entitled to have any necessary waiting time treated as travelling time except when they are provided with overnight accommodation at a centre.
- (b) When Employees are provided with overnight accommodation at a centre, they cannot count as travelling/waiting time the time spent from arrival at the centre until departure from the centre.
- (c) Employees who are in receipt of a salary in excess of the rate applicable to the maximum rate for USS Grade 7/Engineer Level 1 Year 3, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for USS Grade 7/Engineer Level 1 Year 3, plus \$1.00 per annum, as adjusted from time to time.
- (d) The maximum payment or time off in lieu for travelling/waiting time is eight hours in any 24 hour period, except in unforeseen circumstances such as a major transport disruption.
- (e) Payment for travelling time and waiting time shall be at the Employee's ordinary rate of pay on an hourly basis calculated as follows:

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

The rate of payment for travelling or waiting time on a non-working day shall be the same as that applying to a working day.

- (f) Unless otherwise directed, Employees must take time off in lieu within three months of being notified of approval of the leave.

## 20. Allowances

### 20.1 Calculation of Allowances

- (a) A daily entitlement to a weekly allowance is calculated at one-fifth of the weekly rate.
- (b) When calculating time worked:
- (i) a fraction of an hour less than 30 minutes is not taken into account;
- (ii) fractions of an hour of 30 minutes or more are taken to be one hour.

### 20.2 Meal Allowances

#### 20.2.1 Meal allowance and break while travelling

- (a) Employees are entitled to claim a meal allowance when travelling on RMS business if they:
- (i) return to their headquarters or place of residence on the same day;
- (ii) have a meal break of at least 30 minutes away from their residence or headquarters; and
- (iii) incur an expense in obtaining the meal.
- (b) Employees shall receive meal allowances at the rates contained in Item 1 of Schedule B and subject to the following provisions:
- (i) Breakfast - the journey must have commenced before 6am and at least one hour before the Employee's normal starting time;
- (ii) Lunch - when Employees are required to travel a total distance of at least 100km on the day and take their lunch break at least 50km from their normal headquarters. Employees whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters shall be entitled to a lunch allowance if lunch facilities are not available;
- (iii) Evening meal - the allowance may only be claimed when the meal is taken after 6:30pm.

#### 20.2.2 Meal allowance on overtime

- (a) The entitlement to meal allowances for Employees who work overtime, is set out in subclause 23.4.

### 20.3 Travelling and Lodging Allowance

#### 20.3.1 General

- (a) If the Employer requires an Employee to proceed on work away from their normal headquarters and the Employee cannot return to their normal headquarters on the day of departure, and the Employee does not permanently change their headquarters:
- (i) the Employer may elect to arrange and pay for the overnight accommodation direct to the accommodation provider and reimburse the Employee the appropriate meal allowance where the Employer does not provide a meal, however, in circumstances where a suitable meal is not available because of the Employee's work commitments or for some other sound reason, the meal allowance may be claimed and will be paid. Under any such arrangement, the Employer shall ensure that the accommodation so provided is reasonable and appropriate, having regard to the nature of the work assignment. If arrangements are made as per subclause 20.3.1(a)(i):
    - (A) Employees who stay in RMS-provided accommodation will receive an incidentals allowance as set out at Item 4 of Schedule B;
    - (B) Employees required to camp out or make use of caravans or boats for overnight accommodation when motel/hotel accommodation is neither available or appropriate are entitled to an allowance as set out in Item 24 of Schedule B; or
  - (ii) where the Employer does not pay the accommodation provider directly, the Employee shall receive the applicable Lodging allowance as per Item 3 of Schedule B for every period of 24 hours absence by the Employee from their residence; or
  - (iii) the Employee may elect or be directed to be paid actual expenses properly and reasonably incurred for the whole of the business trip together with an incidental expenses allowance as set out at Item 4 of Schedule B.
- (b) Employees must obtain prior approval before making arrangements to stay in overnight accommodation.
- (c) Approval to stay in overnight accommodation is determined having regard to safety and local conditions. Where Employees are required to attend conferences or seminars which involve evening sessions or make an early start in a location away from their normal headquarters, overnight accommodation may be granted. Employees can be expected to travel up to two hours each way on the forward and return journeys for work-related purposes.
- (d) The Travelling allowance is calculated at the hourly rate of the relevant Lodging allowance as set out at Item 3 of Schedule B.
- (e) The Lodging allowance is an allowance for overnight accommodation, meals and incidentals.
- (f) Employees who are required to stay in overnight accommodation and are paid the allowance set out at subclause 20.3.1(a)(ii) above are entitled to the rate for that region as set out at Item 3 of Schedule B. The allowance is reduced by 50% if the Employee remains in that region for more than 35 days and up to six months. Any periods over 6 months do not attract the allowance.
- (g) Lodging allowance is calculated from the time Employees depart from:
- (i) their normal headquarters; or
  - (ii) their normal place of permanent residence where they travel directly from there; or

- (iii) another temporary work location.
- (h) Employees who are sent from one temporary work location to another will continue to be entitled to the payment for overnight accommodation, providing that the distance between their headquarters and their subsequent temporary work location is sufficient to make it necessary to continue such arrangements.
- (i) Subject to subclause (h) above, where the allowance for overnight accommodation at the subsequent temporary work location(s) is a different rate than that applying to the previous temporary work location, Employees receive the rates based on the times of departure from each location. Methods for calculation of Lodging allowance for Employees travelling between different locations are set out in Appendix A of Schedule B.
- (j) Employees are not entitled to an allowance under this clause for:
  - (i) any period during which they return to their permanent residence on weekends or public holidays, from the time of arrival at their place of residence until the time of departure;
  - (ii) any period of leave, except with the Employer's approval or otherwise provided by this clause; or
  - (iii) any other period during which they are absent from the temporary work location, otherwise than on official work.
- (k) For the purposes of this clause, 'Sydney' means the area bounded by Palm Beach and Brooklyn in the north, Richmond in the north-west, Penrith in the west Campbelltown and Camden in the south-west and Heathcote in the south. Notwithstanding this definition, if Employees are paid an allowance for overnight accommodation, they are expected to find accommodation as close as possible to their temporary work location.
- (l) When Employees return from a temporary work location after more than 35 days and less than six months' lodging they are paid travelling at the hourly rate of the relevant Lodgings allowance as set in Item 3 of Schedule B. Travelling is calculated from the time the Employee departs from their temporary work location to the time they arrive at their headquarters or normal place of permanent residence.
- (m) If the Lodging allowance is deemed insufficient to adequately reimburse Employees for expenses properly and reasonably incurred, a further amount may be paid to the Employee for the additional expenses incurred.
- (n) Employees must produce receipts to receive reimbursement for actual expenses unless the Employer is prepared to accept other evidence from them.
- (o) In the event of any dispute over the implementation of these changes the parties shall have recourse to the IRC under the Dispute Settlement Procedure (clause 5).

#### 20.3.2 Lodging in RMS-Provided Accommodation

- (a) Employees who perform official duties at a temporary work location may be directed to lodge in accommodation organised and provided by the Employer.
- (b) Where the Employer does not provide meals, Employees are reimbursed meal expenses actually and reasonably incurred during the time spent away from their permanent residence to perform that work.

- (c) Employees who stay in RMS-provided accommodation may receive an Incidentals allowance as set out at Item 4 of Schedule B.

#### 20.3.3 Lodging Away from Headquarters for One Week or More, Within a Reasonable Distance from Headquarters

- (a) If Employees:
  - (i) are required to find accommodation away from their headquarters for a period of one week or more, and
  - (ii) are within reasonable distance from their permanent residence/headquarters to travel to their permanent residence at weekends ('reasonable travelling distance' from Sydney being the area bounded by Newcastle, Singleton, Bowenfels, Yass and Nowra),  
  
then claims for Travel and Lodging allowances are calculated according to (b) - (e) below.
- (b) Employees are entitled to the Travelling allowance set out in subclause 20.3.1(d) when travelling to or from a temporary work location, calculated from the time of departure. If Employees have approval to use a private vehicle, they are paid the Specified Journey Rate, as set out at Item 18 of Schedule B, up to the amount payable had the most economic and practical means of public transport been used.
- (c) Lodging allowance, or the actual and incidentals rate, is paid at the appropriate capital city or non-capital city rate as set out at Item 3 of Schedule B. The allowance is calculated from the time of the Employee's departure to the temporary work location up until the time of arrival back at headquarters/permanent residence, which would normally be from Monday to Friday, respectively.
- (d) Where it is necessary to:
  - (i) obtain accommodation on a weekly basis in order to preserve continuity of accommodation, and
  - (ii) the cost exceeds the allowance payable from the time of arrival to the time of departure each week,  
  
Employees are paid the reasonable actual cost, plus an amount set out at Item 4 of Schedule B.
- (e) When travelling to permanent residence/headquarters each week, Employees are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If Employees make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

#### 20.3.4 Lodging Away from Headquarters for One Week or More, Not Within a Reasonable Travelling Distance from Headquarters

- (a) For Employees who:
  - (i) are required to find accommodation away from their headquarters for a period of one week or more; and
  - (ii) are not within a reasonable distance from their permanent residence/headquarters, as defined in subclause 20.3.3(a)(ii), to travel to their permanent residence at weekends,

the entitlement to return to permanent residence/headquarters is calculated as set out below.

- (b) If the distance between a temporary work location and the Employee's permanent residence/headquarters is such that they can travel in their own time and spend 48 hours at their permanent residence/headquarters then Employees are entitled:
  - (i) if they have dependents, to return to their permanent residence every four weeks at the Employer's expense. Alternatively, Employees may return to their permanent residence every two weeks and have half their costs met by the Employer;
  - (ii) if they do not have dependants, to return to their permanent residence every eight weeks at the Employer's expense. Alternatively, Employees may return to their permanent residence every four weeks and have half their costs met by the RMS.
- (c) If the distance between an Employee's temporary work location and their permanent residence/headquarters, by the shortest practicable route, is such that Employees are unable to travel in their own time to spend 48 hours at their permanent residence/headquarters then Employees are entitled:
  - (i) if they have dependants, to return to their permanent residence at the Employer's expense and take two days special leave (usually Friday and/or Monday) every four weeks;
  - (ii) if they do not have dependants, to return to their permanent residence at the Employer's expense and take two days special leave (usually Friday and/or Monday) every eight weeks.
- (d) Having regard to the period of absence from work that is necessitated by land-based travel, the Employer may provide Employees with air transport.
- (e) If, in accordance with (b) and (c) above, Employees return to their permanent residence/headquarters after the specified period of absence has elapsed, each journey will be regarded as a separate trip for the purposes of calculating lodging allowances and Employees are paid travelling time as set out at subclause 19.2.2(b).
- (f) When Employees travel to their permanent residence/headquarters they are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If Employees make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

## 20.4 Use of Private Motor Vehicle

### 20.4.1 General

- (a) Unless otherwise specified in this Award, Employees bear the cost of daily travel by private vehicle between their permanent residence and headquarters.
- (b) Employees may be authorised to use private motor vehicles where such use will result in greater efficiency or be less expensive for the Employer than other forms of transport.
- (c) If Employees have approval to use a private motor vehicle for work purposes, they must have current:
  - (i) third party personal injury insurance; and
  - (ii) a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Employer.



#### 20.4.2 Rates, Allowances and Expenses

- (a) Employees who have approval to use a private motor vehicle for work purposes are paid an allowance, depending on the circumstances and purpose for which the vehicle is being used.
- (b) Employees will be paid:
  - (i) the Specified Journey Rate, as set at Item 18 of Schedule B for travel to and from a temporary work location; or when on official business where an RMS vehicle or other forms of transport are available, but the Employee elects to use their own private vehicle, with the approval of the Employer. The allowance is limited to an amount not exceeding the cost of travel by public or other available means of transport;
  - (ii) the Official Business Rate as set at Item 17 of Schedule B for using a private vehicle on official business when no other means of transport is available, where the Employee is directed to use their own vehicle by the Employer and the Employee agrees to do so;
  - (iii) the Official Business Rate as set at Item 17 of Schedule B if, owing to a disability, the Employee is unable to use other transport.

#### 20.4.3 Private Use of RMS vehicles

- (a) Subject to management approval and the provisions of RMS's Light Motor Vehicle Policy and Guidelines (as varied from time to time), Employees may negotiate to include the private use of an RMS vehicle in a salary package arrangement.
- (b) Such arrangement will be subject to a motor vehicle being available from within the RMS motor vehicle fleet and the vehicle being made available for general use during business hours.

#### 20.5 Conditions and Allowances on Transfer

This clause applies to all Employees other than Casuals.

##### 20.5.1 General

- (a) Unless otherwise approved by the Employer, Employees are not paid allowances if they transfer:
  - (i) at their own request within a period of 2 years of taking up duty at their current headquarters;
  - (ii) under arrangements they have made directly with another Employee to exchange positions;
  - (iii) from one part of Sydney Metropolitan area to another as defined in RMS policy.
  - (iv) to a new headquarters within 34km of their previous headquarters; or
  - (v) for reasons of proven misconduct.

In the case of job swaps arising out of major restructures, RMS is prepared to consider the payment of transfer allowance in exceptional circumstances.

- (b) Where both spouses are Employees and are transferred to the same new headquarters requiring the relocation of residence, they are to seek approval regarding payment of leave and expenses as transferred Employees prior to relocating.
- (c) Where special circumstances exist and the Employer so approves, this clause shall apply to a transfer within the meaning of subclause (a)(i) or (a)(iv).

#### 20.5.2 Travelling and Accommodation Allowance

- (a) Employees who are transferred from one headquarters to another are paid the travelling allowance set out at subclause 20.3.1 until arriving at their new headquarters.
- (b) Employees who are unable to secure a permanent residence or other regular accommodation immediately on arrival at their new headquarters and are:
  - (i) separated from their dependants, are, paid the relevant accommodation allowance set out at subclause 20.3, for the first eight weeks;
  - (ii) separated from their dependants, may be partially reimbursed for expenses actually and reasonably incurred provided that the Employee can produce receipts of the expenses claimed. Employees are only able to make this claim for expenses after eight weeks and up to a maximum of six months after having been transferred. The amount that may be reimbursed will be calculated by determining the total amount of expenses incurred, for which the Employee has receipts, minus the amount each week set out at Item 20 of Schedule B;
  - (iii) occupying temporary accommodation with their dependants are paid three-quarters of the actual and reasonable expenses incurred for a period of up to eight weeks;
  - (iv) occupying temporary accommodation and do not have dependants, are paid 50% of the actual and reasonable expenses incurred for a period of up to four weeks, up to a maximum amount set out at Item 12(c) of Schedule B.
- (c) Employees who anticipate that due to special circumstances they will require reimbursement beyond these periods must obtain the Employer's approval prior to the expiration of the above periods.
- (d) Where the Employer is not prepared, under subclause 20.5.10, to meet the expense of transferring dependants, the Employee is paid the relevant accommodation allowances set out at subclause 20.3.
- (e) If an Employee is separated from their dependents under circumstances set out above, then the Employee is entitled to the provisions for returning to permanent residence set out at subclauses 20.3.3 and 20.3.4.

#### 20.5.3 Sale and Purchase of Home When Transferred

- (a) Where an Employee is transferred and the Employer has agreed to meet the cost of relocating their dependants and possessions, the Employee is entitled to be reimbursed the costs associated with the sale of their current residence provided the Employee purchases a residence or land to build a home at the new location. The sale and purchase must occur:
  - (i) not earlier than 6 months prior to and no later than 4 years after the transfer; or
  - (ii) within a period not exceeding a further 4 years if the Employee is transferred again within the timeframe of (a).

- (b) This subclause also applies if an Employee sells their current residence and takes up rented accommodation or transfers, as long it has not been more than four years since their transfer.

#### 20.5.4 Reimbursement of Conveyancing and Other Costs

- (a) If 20.5.3 applies, then the Employee may be reimbursed for the following expenses:
  - (i) professional costs and disbursements of a solicitor or conveyancing company acting on the Employee's behalf, in respect of transactions limited to Schedule 1 of the Conveyancing Act 1919 (NSW);
  - (ii) stamp duty paid in respect of the purchase of the Employee's residence or land at their new location, and in respect of any mortgage entered into or discharge of mortgage connected with such transactions;
  - (iii) registration of transfer and discharge of mortgage;
  - (iv) any real estate agent's commission for the sale of the former residence;
  - (v) council or other local government rates levied on the former residence prior to its sale and during the period that it remains untenanted, providing that the Employee has purchased a residence or land on which to build a home at the new headquarters (the Employer may require the Employee to prove that reasonable efforts have been made to sell the former residence at a reasonable market price);
  - (vi) non-refundable costs to connect gas and/or electricity at the new permanent residence;
  - (vii) the cost of survey certificates, pest certificates and/or lending authority registration fees and charges reasonably incurred in seeking financial assistance, for the purpose of purchasing a residence or land on which to build a home at the new headquarters.
- (b) If the four-year period in subclause 20.5.3(a) above is exceeded, the Employer will consider the Employee's circumstances and may require the Employee to provide full details as to why the sale and/or purchase of the residence or land could not be completed within the four-year period.
- (c) The maximum amount Employees are reimbursed for items in subclause (a) above is limited to the amount which would be payable had the sale and purchase prices in each case been the amount set out at Item 8 of Schedule B.
- (d) To be eligible for reimbursement in full for the amount of stamp duty in subclause (a)(ii) above, Employees must occupy their residence within 15 months of transfer to their new location.

#### 20.5.5 Telephone Connection

Employees will be reimbursed the cost of installing a telephone at their new location provided that:

- (a) they were a telephone subscriber at their previous residence at the time of transfer; and
- (b) the amount reimbursed is limited to the full amount of the transfer or installation fee only. Fees for extra telephone equipment and services etc. are not reimbursed.
- (c) Employees must provide receipts when claiming reimbursement.

#### 20.5.6 Arrangement of Accommodation in Advance

- (a) Subject to approval, if an Employee and one member of their household travel to the new headquarters, prior to a transfer, to arrange accommodation in advance, the Employee is entitled to:
  - (i) reimbursement of travelling costs or the Specified Journey Rate, up to the amount payable had the most economic and practical means of public transport been used;
  - (ii) two days paid special leave, for the purpose of visiting the new location and arranging accommodation;
  - (iii) such leave as is necessary, on full pay, for the purposes of travelling to the new location; and
  - (iv) actual and reasonable expenses incurred for overnight accommodation and meals for the Employee and their family member, provided the Employee produces receipts, up to a maximum of the amount specified in subclause 20.3.
- (b) Where the time taken to travel to the new headquarters and accommodation is arranged in less than two days, Employees are entitled to paid special leave for that lesser time.
- (c) Subsequent to commencing work at their new headquarters, if Employees have been unable to access the above entitlements but wish to have a member of their household travel to their new headquarters for the purpose of finding new accommodation, Employees are entitled to reimbursement of travel and accommodation expenses for the household member, providing that person travels by the most practical and economical means of transport. Where the family member travels by car, the allowance is based on the Specified Journey Rate as set out at Item 18 of Schedule B.
- (d) Employees are not entitled to the conditions above if they intend to re-occupy their own home.

#### 20.5.7 Weekly Allowance for Increased Rental Costs

- (a) Employees may apply for and may be granted a weekly allowance if they incur increased rental costs after being transferred. The application must be in writing and must be supported by receipts which show the actual rent paid before and after the transfer.
- (b) The weekly allowance is:
  - (i) based on the difference between the cost of rent at the previous headquarters and the cost of rent at the new location;
  - (ii) up to a maximum of the amount set out at Item 9 of Schedule B per week; and
  - (iii) paid for a period of up to six months, unless exceptional circumstances require that the allowance be extended to a maximum of 12 months.

#### 20.5.8 School Costs for Dependant Children

- (a) Where Employees have dependant children in Year 12 who have to stay at the former location and cannot move to the new location because elected subjects are not available at the new location, they are entitled to reimbursement of up to the amount listed in Item 10(b) of Schedule B, provided that the Employee:
  - (i) pays the amount set at Item 10(a) of Schedule B, per week;
  - (ii) produces receipts of payment; and

- (iii) produces a letter from the Department of Education and Training stating that the elected subjects are not available at the new location.
- (b) Where dependant children change to a school at the new location, Employees are entitled to reimbursement of the costs of replacing the essential school clothing listed from time to time in the DPC personnel circulars.
- (c) Employees may be reimbursed the cost of clothing not included on the list, which is required at the new school, providing that they supply full particulars and the circumstances surrounding the requirement to purchase.

#### 20.5.9 Transfer of Household Furniture and Effects

- (a) Employees who are transferred from one headquarters to another and have to change their permanent residence are entitled to the following allowances to transfer their household furniture and effects:
  - (i) where the value of the household furniture and effects is more than the amount set out at Item 7(a) of Schedule B, Employees receive the allowance set out at Item 7(b) of Schedule B.
  - (ii) where the value of the household furniture and effects is less than the amount set out at Item 7(a) of Schedule B, Employees receive the allowance set out at Item 7(c) of Schedule B.
  - (iii) where Employees change their residence and do not have household furniture and effects to warrant the payment of the allowance referred to in (a) above, Employees receive the amount set out at Item 7(d) of Schedule B.
- (b) Employees are entitled to reimbursement of the cost of packing, removing, unpacking and transit insurance of their goods, as well as storage of their furniture and effects up to a maximum of eight weeks.
- (c) Prior to incurring the expense outlined in subclause (b) above, Employees must submit a request to the Employer for approval to incur the expense, accompanied by:
  - (i) an inventory of the furniture and effects with their approximate value;
  - (ii) quotations from carriers for the cost of removal;
  - (iii) if applicable, quotations for storage, limited to a maximum of eight weeks from the date of transfer to their new headquarters.
- (d) Quotations must be obtained, where practicable, from at least two reputable carriers and are to show the cost of removal from house to house, including packing and unpacking and the cost of 'all risk' insurance.
- (e) Employees who wish to extend the period of storage beyond eight weeks must obtain prior approval from the Employer.
- (f) Employees must enter into a contract for the removal of furniture and effects because the Employer will not be responsible for any loss or damage to the furniture or effects in the course of removal.
- (g) Employees are entitled to reimbursement of the cost of all risk insurance, up to a maximum value for furniture and items as set out at Item 14 of Schedule B. Where the insured value exceeds this amount, the matter is to be referred to the Employer for consideration.

## 20.5.10 Transfer of Dependants

- (a) If Employees transfer for the reasons set out in subclause 20.5.1(a)(i) or (ii) and special circumstances exist, upon application the Employer may choose to reimburse the entitlements set out below.
- (b) If Employees are transferred for the reason set out in subclause 20.5.1(a) (iv), they are entitled to the provisions set out below.
- (c) When Employees and their dependants travel to a new location, they are paid:
  - (i) the actual and necessary fares incurred by the most economical means of public transport available; or
  - (ii) the Official Business Rate as set out at Item 17 of Schedule B if Employees choose to travel by private vehicle.
- (d) If Employees travel during working hours they are entitled to travelling allowances as set out in subclause 20.3. Any time spent in excess of the quickest practicable public surface route is:
  - (i) deducted from annual leave; or
  - (ii) approved as leave without pay.
- (e) Where it is necessary for Employees to lodge their family or dependent relatives in temporary accommodation for the time between leaving their previous headquarters and arriving at their new headquarters, they are paid three-quarters of the actual and reasonable additional expenses incurred for a maximum period of one week, providing they supply receipts.
- (f) If Employees submit a receipt for joint accommodation costs for them and their family or dependent relatives, the family cost to be used in calculations for (c), is determined by deducting the single tariff rate and the cost of their meals, from the total of the actual cost incurred plus the relevant incidentals rate for capital cities or non-capital cities as set out at subclause 20.3.

## 20.5.11 Special Leave for Transferred Employees

- (a) Where Employees are transferred in accordance with subclause 20.5.1, they are entitled to special leave of:
  - (i) up to two days for preparation and supervision of packing of personal and household effects prior to its removal or to arrange storage;
  - (ii) up to one day for the combined purpose of cleaning the premises being vacated and/or occupying their new premises.

## 20.5.12 Removal expenses on Retirement, Redundancy or Death

- (a) If Employees retire, accept a voluntary redundancy or die at a place other than the place of their original headquarters, then the Employer will reimburse the costs actually and necessarily incurred in removing personal and household effects, together with associated transit insurance, to a location of their choice, or as specified by their next of kin or executor of their estate in the case of death, provided:
  - (i) the costs claimed do not exceed the cost had the effects been moved to the original headquarters;

- (ii) the relocation is effected within 12 months of the date of retirement, voluntary redundancy or death and written application is made by the widow or widower; and
  - (iii) in the case of voluntary redundancy only, the Employee has not rejected an offer of redeployment.
- (b) Any separate claim made by the Employee's children or dependant relatives will be considered by the Employer provided that full particulars for the reason for special consideration are supplied.

#### 20.6 Remote Areas Allowance

- (a) The remote areas allowance rates set out in Item 11 of Schedule B and discussed in this clause are the rates payable per annum.
- (b) Employees whose headquarters and residence are in an area upon or west of a line starting from a point on the bank of the Murray River opposite Swan Hill, which then extends by straight line passing through the following towns in order, namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford, and Bonshaw are paid a remote areas allowance at Grade A.
- (c) Employees whose headquarters are in Deniliquin are also paid the Grade A Allowance.
- (d) Grade B Allowances will be paid to Employees whose headquarters and residence are at Angledool, Barrigun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.
- (e) Grade C Allowances will be paid to Employees whose headquarters and residence are at Fort Grey, Mootwingee, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yethong.
- (f) Employees will be paid the dependant rate, set out at Item 11 of Schedule B, if their dependants also reside in the defined remote area.

#### 20.7 Fares Subsidy - Remote Areas

- (a) Employees who are located in an area for which a remote areas allowance is paid are paid a subsidy towards the cost of fares incurred when taking annual leave away from that area.
- (b) The fares subsidy is paid once in every 12 month period, calculated from the date the Employee takes up work in the area.
- (c) A fares subsidy entitlement not taken in one year is forfeited and cannot be carried over to enable an Employee to make two claims in the following year.
- (d) Employees who travel by public transport are paid the lesser of:
  - (i) actual costs, less the amount set out at Item 12(a) of Schedule B; or
  - (ii) up to a maximum of the amount set out at Item 12(b) of Schedule B for the Employee and their spouse/dependants; or
  - (iii) up to a maximum of the amount set out at Item 12(c) of Schedule B if the Employee does not have a spouse/dependants.
- (e) Where Employees travel by private vehicle, they are paid:

- (i) the Specified Journey Rate as set out at Item 18 of Schedule B; or
  - (ii) actual and reasonable costs in excess of the amount set out at Item 12(a) of Schedule B, whichever is the lesser, up to the maximum specified in 12(c) of Schedule B.
- (f) Travel subsidies are based on the cost of a return journey from headquarters to Sydney by the most practical and economic means of public transport available, or elsewhere not exceeding the cost of a return journey to Sydney.
- (g) There is no entitlement for reimbursement of taxi fares or meals.
- (h) Unless otherwise approved, Employees are only paid the fares subsidy when they proceed on a period of leave that would entitle them to the payment of annual leave loading (ie, ten consecutive working days one day of which is annual leave).

#### 20.8 First Aid Allowance

- (a) Where the Employer designates an Employee who is qualified, as specified in Items 15 and 16 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.
- (b) The First Aid Allowance is not payable where a first aid qualification is part of an Employee's essential job requirement.

#### 20.9 Sydney Harbour Bridge Allowance

A Works Supervisor who is employed on the maintenance of the structure of the Sydney Harbour Bridge shall be paid an allowance as set out at Item 13 of Schedule B.

#### 20.10 Uniform and Personal Protective Equipment

- (a) Salaried Employees
- (i) Salaried Employees required to wear a uniform shall be responsible for maintaining such uniforms in a clean and pressed condition and shall be paid an allowance as set out in Item 25 of Schedule B for care and cleaning of uniform clothing.
  - (ii) The Employer shall provide free of charge such protective footwear, as necessary, which is reasonably expected to adequately protect all Employees in the workplace.
- (b) Professional Engineers
- (i) Employees who are required to wear protective clothing, footwear or equipment to perform work will be provided with the protective clothing considered necessary.
  - (ii) Disciplinary action may be taken against Employees who fail to comply with directions regarding the use of protective clothing, footwear or equipment.
- (c) Maritime Employees
- (i) Employees issued with a uniform are to wear the full uniform and keep it in good order.
  - (ii) Employees employed in front line customer contact positions only may be issued uniforms from the Employer. This includes all on water roles, customer service positions and survey Employees.
  - (iii) Replacement of uniforms shall be on a fair wear and tear basis.



- (iv) The provisions of (iii) above shall not apply to Employees issued with uniforms in roles other than those described in (ii) above.
- (v) Where an Employee is issued with protective clothing that clothing must be worn on duty except when a specific exemption has been allowed by the Employee's supervisor. Any Employee who has been issued with protective clothing and/or equipment, who reports for duty incorrectly attired may be stood down without pay or be otherwise deployed until such time as they are able to report for duty correctly attired.
- (vi) Replacement of personal protective clothing will be on the basis of fair wear and tear.

#### 20.11 On Call Allowance

- (a) Employees are paid an on-call allowance when directed to be on-call.
- (b) When on-call Employees are required:
  - (i) to be available outside of ordinary working hours,
  - (ii) to respond to an emergency/breakdown situation in a reasonable time agreed with management, and
  - (iii) to remain in a fit state, unimpaired by the effects of alcohol or drugs.
- (c) Employees who are on-call are not required to remain at their permanent residence but must be able to be contacted immediately.
- (d) The rate of the on-call allowance is set out at Item 19(a) of Schedule B.
- (e) Employees who are on-call are not entitled to a disturbance allowance.
- (f) The provisions of this clause do not apply where a Salaried Employee is already in receipt of payment representing compensation for regularly being on standby or on-call, which is paid as part of the Employee's salary or as a separate allowance.

#### 20.12 Disturbance Allowance

- (a) This clause applies to Salaried Employees and Maritime Employees. Professional Engineers are covered by clause 57.
- (b) Employees may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Employees may be contacted to put into place emergency arrangements by contacting other Employees to attend an incident or providing advice in response to an emergency situation.
- (c) The disturbance allowance is:
  - (i) paid at a minimum of one hour of the ordinary hours rate
  - (ii) not paid if the Employee's salary exceeds the top step of USS Grade 11 or equivalent.
- (d) Where more than one telephone call is received or made within the hour, only one hourly payment is paid.
- (e) The disturbance allowance is payable under the arrangements set out in the RMS On-Call and Disturbance Allowance Procedure.

**SECTION 4 - HOURS OF WORK, OVERTIME, SHIFTWORK AND RELATED MATTERS****21. Hours of Work**

## 21.1 Application of this Clause

- (a) The provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
  - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 41 shall apply);
  - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 42 shall apply);
  - (iii) Work Support Employees (in which case the provisions of clause 43 shall apply);
  - (iv) Traffic Supervisors (in which case the provisions of clause 44 shall apply).
- (c) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

## 21.2 Ordinary Hours

- (a) The provisions of subclause 21.2 do not apply to those Employees engaged in Shift Work. The ordinary hours of Shift Workers shall be as set out in clause 22.
- (b) Unless prescribed otherwise in this Award, the ordinary hours of work are 35 hours per week. The Employer may engage Employees under either a standard hours arrangement or a flexitime arrangement. The Employer may direct Employees to work a standard hours arrangement in exceptional circumstances.
- (c) The ordinary hours of Salaried Employees who are engaged on field work shall be 38 hours (if directed). In such case, the Employee shall be paid a loading at the rate of 8.5% of salary; and overtime shall be paid for work in excess of 8 hours on any one day, or 40 hours in any one week, or hours outside the ordinary spread of hours normally worked by Employees on field work. The loading shall apply to all periods of leave and be taken into account in the calculation of annual leave loading and overtime payments. The loading shall also be taken into account in the monetary value of long service leave on termination of service where the Employee is in receipt of the loading on the day preceding termination.
- (c) Standard Hours Arrangement
  - (i) The standard hours arrangement involves seven hours per day, 35 hours per week, worked over a five day period Monday to Friday inclusive.
  - (ii) For Salaried Employees and Professional Engineers, the ordinary spread of hours for standard hours shall be 8.30am to 4.30pm, with a lunch break to be taken between the hours of noon and 2.00pm daily, provided:
    - (A) the Employer may approve Employees engaged under Salaried Employee Classifications, to vary the ordinary span of hours so that they can be worked between 7.00am to 5.30pm;

- (B) the Employer may approve Employees engaged under the Professional Engineers Classifications to vary the ordinary span of hours so that they can be worked between 7.30am to 6.00pm;
  - (C) Professional Engineers under the standard hours arrangement must not work more than five hours without a one-hour meal break, taken between noon and 2.00pm unless local arrangements are made in advance, based on the Employee's personal needs or operational needs. In this case, Employees and management may agree to reduce the meal break to a minimum of 30 minutes.
- (iii) For EOIs, the ordinary spread of hours for standard hours shall be 6am to 6pm with a lunch break of not less than 30 minutes in the Employee's time; or when rostered at an RMS Safety Station; or where required by the Employer, a 20 minute crib break.
- (d) Flexitime arrangement for Salaried Employees and Professional Engineers approved to work under such arrangement
- (i) Flexitime arrangement is defined as where an Employee is able to:
    - (A) vary their start and finish times within the bandwidth;
    - (B) accrue one flex day (7 hours) in each 4 week settlement period;
    - (C) take flex leave at any time throughout the 4 week settlement period with management approval. (ii) Once approved, a Flexitime Arrangement is defined as a program where Employees determine their own start and finish times within the bandwidth, in consultation with their manager and taking into consideration the requirements of their role.
  - (iii) Flexitime will accrue where an Employee works additional hours above 140 hours in a settlement period in accordance with this clause.
  - (iv) Where the operational requirements allow, the working of a flexitime arrangement shall be extended to an Employee working under a part time work arrangement. Except for provisions contained in subclauses 21.2(d)(xi), (xiv) and (xv), all other provisions under this subclause shall be applied pro rata to an Employee working under a part time work arrangement.
  - (v) Attendance - An Employee's attendance in excess of ordinary hours but within the bandwidth shall be subject to the availability of work.
  - (vi) Bandwidth - The bandwidth shall be between the hours of 7.00 am and 7.00 pm Monday to Friday, unless otherwise agreed between the Employer and the Employee.
  - (vii) Minimum hours of work on any day will be 5 for a full-time Employee and 3 for a part-time Employee, excluding breaks.
  - (viii) Lunch break - The standard lunch period shall be no less than ½ hour. Lunch breaks may be up to 2½ hours taking into consideration the requirements of the role.
  - (ix) Settlement period - The settlement period shall be four weeks, and for time recording purposes, the settlement period and flex leave must coincide.
  - (x) 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.

- (xi) Flexible working hours credit - An Employee may carry a maximum of 10 hours credit into the next settlement period. Subject to clause 21.2(d)(xiii) and 21.2(d)(xvi), additional hours are forfeited.
- (xii) Any credit of hours outstanding on an Employee's last day of duty is to be paid by adding the monetary value to any unpaid salary or to the monetary value of accrued annual/extended leave.
- (xiii) Weekly hours worked during the settlement period are to be monitored by the Employee and their supervisor. If it appears that the Employee may exceed an accumulated work time of 150 hours in a settlement period, or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period is likely to exceed 150 hours, the Supervisor shall, with the agreement of the Employee, seek the approval of the Employer, in writing, to allow the Employee to accrue additional hours worked above 150 hours per settlement period for a period of up to 3 months and how, if accrued, the additional hours are to be utilised through flex leave.
- (xiv) Flexible working hours debit - The following provisions shall apply to the carry over of flexible working hours debits:
  - (i) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
  - (ii) Where the debit exceeds 10 hours, the excess will be debited from a following pay as leave without pay, unless the Employee elects to be granted available annual or extended leave to offset the excess.
  - (iii) Any debit of hours outstanding on an Employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued annual/ extended leave.
- (xv) Flex leave - Subject to operational requirements:
  - (i) An Employee may use credit hours to take off the equivalent of one full day or two half days in a settlement period of 4 weeks.
  - (ii) Flex leave can be taken for a minimum period of 1 hour and thereafter in 15 minute increments.
  - (iii) Flex leave may be taken on consecutive working days.
  - (iv) Absences on flex leave may be combined with other periods of authorised leave.
- (xvi) Banked days - If an Employee is unable to take flex leave in accordance with clause 21.2(d)(xv) due to operational requirements, an Employee can bank flex leave and is entitled to have banked up to four untaken flex days at any one time. Subject to approval, the Employee can take up to four banked days plus the current settlement periods flex day, to take a maximum of five consecutive working days off at an appropriate time.
- (xvii) Professional Engineers who work on projects shall be entitled to bank flex days over the maximum in subclause 21.2(d)(xvi), during the project to be taken at the conclusion of the project or at set times during the project, in order to manage sustained high workloads. Such leave arrangements shall be approved by the relevant branch manager. Where it is agreed between the Professional Engineer and the Employer, the Professional Engineer may work a standard hours arrangement.
- (xviii) Flexitime Arrangements will not be used to replace shift work or temporary shift arrangements, or where work would be more appropriately arranged under the shift work provisions of this Award.

- (e) Banktime arrangement for EOIs
  - (i) Employees shall work an additional 22 minutes per day on 19 days in each four week work cycle to allow for the accumulated time to be taken off during the next four week cycle.
  - (ii) Subject to subclause 21.2(e)(i), one accrued day off may be taken in each four week work cycle.
  - (iii) The Accrued Day Off will be observed between Monday to Friday (inclusive), normally on the day shift, to suit the needs of the Employer. The day off will coincide with the Employee's preference where possible.
  - (iv) Where an Employee works on the Accrued Day Off, the Employee may elect, where practicable, to have another day off in substitution thereof before the end of the succeeding work cycle. Provided that in such case the accrued entitlements are transferred to the substituted day off.
  - (v) Employees absent from duty on any type of approved leave (sick, annual, leave without pay etc) other than a public holiday will be credited with seven hours in respect of each day absent from duty.
  - (vi) In order to qualify for the 'banktime' entitlement of one day for the work cycle, Employees may, subject to approval make up any time by taking annual leave or leave without pay (1/4 day minimum).

## 22. Shiftwork

### 22.1 Application of this Clause

- (a) The provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
  - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 41 shall apply);
  - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 42 shall apply);
  - (iii) Work Support Employees (in which case the provisions of clause 43 shall apply);
  - (iv) Traffic Supervisors (in which case the provisions of clause 44 shall apply).
  - (v) Traffic Commanders (in which case the provisions of clause 45 shall apply).
- (c) Should any specific provisions in relation to the hours of work be inconsistent with the general provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

### 22.2 Shift Work Hours

- (a) For Salaried Employees rostered on shift work (including field work), unless specific provisions apply:
  - (i) Day shift means those shifts where ordinary hours are worked between 7.00am and 5.00pm Monday to Friday;

- (ii) Afternoon shift means those shifts where ordinary hours commence at or after noon Monday to Friday.
  - (iii) Night Shift means those shifts where ordinary hours finish at or before 10.00am Monday to Friday.
  - (iv) the ordinary hours for day shift shall not exceed those worked daily or weekly by other Employees working normal hours Monday to Friday inclusive. The only break will be for lunch. The lunch break shall be taken in the Employee's time and shall not be regarded as working time;
  - (v) the ordinary working hours for afternoon and night shifts shall not exceed those worked daily or weekly by other Head Office Employees working normal hours Monday to Friday. Meal breaks shall be of thirty minutes duration and shall be taken as part of the ordinary working hours, to be paid for at the appropriate shift rate;
  - (vi) no Employee shall be required to work more than five consecutive hours without a meal break.
- (b) For Salaried Employees rostered on Field Work who work Shifts, and unless specific provisions apply:
- (i) an Employee shall be given at least 48 hours' notice of a requirement to work shift work;
  - (ii) notice of any alteration to shift hours shall be given to the Employee not later than ceasing time of the previous shift.
  - (iii) no Employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.
- (c) For Salaried Employees rostered on Field Work who work Shifts and whose ordinary hours are thirty eight per week, and unless specific provisions apply:
- (i) Employees shall accrue 0.4 of one hour for each shift worked to allow one shift to be taken off as a paid shift for every twenty shift cycle. The twentieth shift shall be paid for at the shift rate(s);
  - (ii) 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;
  - (iii) an Employee who has not worked, or is not regarded by reason of subclause 22.2(b)(ii) as having worked a complete four week cycle, shall receive pro rata accrued entitlements for each shift worked (or fraction of a shift 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;
  - (iv) Employees working under subclause 22.2(a), shall agree upon arrangements with the Employer for rostered paid days off during the twenty shift cycle or for accumulation of accrued days, provided that such accumulation shall be limited to no more than five such accrued days before they are taken as paid days off, and when taken the days shall be regarded as days worked for accrual purposes in the particular twenty shift cycle;
  - (v) once such shifts have been rostered they shall be taken as paid shifts off provided that in emergencies, when the Employer requires an Employee to work on the rostered shift off and the Employee does so, the Employee shall take one paid shift off before the end of the succeeding work cycle, and the Employee shall be paid for the shift worked at the rates prescribed for Saturday work in subclause 23.5(a).

### 22.3 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) For Professional Engineers, payment for an early morning shift shall be at the ordinary rate of pay plus 12 ½%.
- (c) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
- (d) Payment for night shift shall be at the ordinary rate of pay plus 15%.
- (e) For Salaried Employees engaged in Field Work working Shift Work:
  - (i) payment for day shift shall be at ordinary rates of pay;
  - (ii) Employees shall be paid at the rate of time and one quarter when working on the second (afternoon) shift on either a two or three shift system;
  - (iii) if three shifts are worked, the third night shift shall be paid for at the rate of time and one quarter;
  - (iv) where Employees are required to work on a shift not worked on a two or three shift system, which commences at or after 4.00pm and which finishes at or before 7.00am, such shift shall be of no longer duration than eight hours and shall be paid for at the rate of time and one half;
  - (v) where the arrangement for working shifts provides for shifts on less than five continuous working days then overtime rates shall be applicable; provided also that in cases where less than a full week is worked due to the action of the Employee then in such cases the rate payable for the actual time worked shall be ordinary shift rates.

#### 22.4 Shift Work Rosters

- (a) For Salaried Employees rostered on shift work (including those on Field Work), unless specific provisions apply:
  - (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer provided that not more than five consecutive shifts shall be worked in seven consecutive days;
  - (ii) wherever reasonably practicable, notice shall be given at least seven days in advance of shifts to be worked. Rotating shifts shall rotate weekly commencing Monday. Where three shifts per day are being worked, the order of rotation shall be from day shift to night shift, from night shift to afternoon shift and from afternoon shift to day shift;
  - (iii) an Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift and/or night shift in any period of three working weeks other than by agreement between the Employer and the Employee. The Employee shall be paid at the rate of time and a half of the ordinary time worked on afternoon and/or night shift in excess of two consecutive weeks until the shifts are rotated.

#### 22.5 Ordinary Hours on a Saturday or Sunday for Salaried Employees and Professional Engineers

- (a) Unless prescribed in this Award, any ordinary hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (b) Unless prescribed in this Award, any ordinary hours worked on a Sunday shall be paid at the rate of double time.

#### 22.6 For Salaried Employees who are Shift Workers:

- (a) an Employee required to work a shift on a day in which they have been rostered off shall be paid at overtime rates;
- (b) an Employee rostered off on a public holiday shall be credited with a day's annual leave for each such day, provided that a six or seven day shift roster is in operation.

22.7 For Professional Engineers rostered for Shift Work:

- (a) the Employer may roster Employees to work shifts on a rotating basis;
- (b) the ordinary rostered working hours for shift work is not to exceed the hours worked daily or weekly by non shift workers in the same classification who work Monday to Friday;
- (c) where practicable, Employees will be given seven days' notice of the shifts to be worked;
- (d) a meal break must be a minimum of 30 minutes duration.
  - (i) Except in an emergency, Employees must not work more than five hours without a meal break.
  - (ii) A meal break during a day shift is unpaid and does not count as time worked.
  - (iii) A meal break during an early morning, afternoon or night shift is taken as part of the ordinary working hours and is to be paid at the appropriate shift rate.
  - (iv) Employees who are given less than 24 hours' notice of a change to a roster or are required to work a shift on a rostered day off will be paid a Meal allowance as specified in Item 2 of Schedule B.
- (b) For Professional Engineers rostered on rotating shift work:
  - (i) Employees must not be rostered to work more than five consecutive shifts in seven consecutive days;
  - (ii) the roster is to rotate weekly and runs from either Monday to Friday or Sunday to Thursday;
  - (iii) where three shifts per day are being worked, the order of rotation of shift is day shift to night shift, from night shift to afternoon shift, and from afternoon shift to day shift.
  - (iv) Employees must not be required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, unless the Employee requests this arrangement and the Employer agrees.
- (c) For Professional Engineers engaged on temporary night shift work:
  - (i) temporary shift work is worked between Sunday to Thursday inclusive or Monday to Friday inclusive;
  - (ii) arrangements for temporary shift work must be by agreement with local management provided that the choice of shift patterns does not prevent the Employer from applying shift work provisions to other Employees;
  - (iii) for the purpose of this subclause, 'temporary shift work' means shift work for up to 2 weeks;
  - (iv) The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:



Shift	Loading
Early morning	12.5%
Afternoon	25.0%
Night	50.0%

- (v) if a normal shift is worked between Monday and Friday, the Friday shift starts before and finishes after midnight Friday. If a normal shift is worked between Sunday and Thursday, the Sunday shift starts before midnight Sunday;
  - (vi) Employees who work according to a temporary shift work arrangement on a Saturday, Sunday or public holiday must be paid overtime rates provided Friday shifts referred to in (v) above are paid at ordinary rates and Sunday shifts referred to in (v) above are paid at ordinary shift rates after midnight Sunday.
  - (vii) Employees who work in excess of the agreed ordinary shift work hours on Sunday to Thursday or Monday to Friday (excluding public holidays) shall be paid double-time.
  - (viii) Employees who are required to work temporary shift work must be given at least 48 hours' notice. If shift hours are changed, Employees must be notified by the finishing time of their previous shift;
  - (ix) Employees must not work more than one ordinary shift on any one day (eg a day shift and a night shift). If Employees are required to work a second shift on a given day, the second shift is paid as overtime;
  - (x) Employees who work according to a temporary shift arrangement of less than five consecutive working days (and this is not due to their actions), shall be paid overtime rates. Any public holidays, ADOs or leave is counted as single days worked and forms part of the calculation towards the completion of five consecutive days;
  - (xi) Unless provided for in this clause, no Employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.
- (d) Professional Engineers engaged in shift work who are required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, other than for the reasons outlined in subclause 22.7(b) (shift work rosters), are to be paid time and one half for all ordinary time worked on the afternoon and/or night shift in excess of two consecutive weeks, until the shifts are rotated.
- (e) For EOIs on shift rosters, where notice is given of a change in shift with less than seven days' notice any shift so worked shall be paid at the rate of the previously rostered shift if it is greater.

### **23. Overtime**

#### 23.1 Application of this Clause

- (a) With the exception of subclause 23.3, the provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
  - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 41 shall apply);
  - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 42 shall apply);
  - (iii) Work Support Employees (in which case the provisions clause 43 shall apply);

- (iv) Traffic Supervisors (in which case the provisions of clause 44 shall apply).
- (c) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the Specific Provisions shall prevail to the extent of any inconsistency.
- (d) Where overtime occurs on a regular basis, the overtime will be allocated equitably, and rotated amongst available staff.

### 23.2 Payment for Overtime

- (a) Unless prescribed in the Specific Provisions, or any other subclause contained in this Award (including 23.5(b), time off in lieu) applies, any hours worked in addition to or outside the ordinary hours of work shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter subject to the provisions contained in subclause 23.2. For this purpose, each period of overtime shall stand alone.
- (b) For Salaried Employees (including EOIs), other than Shift Workers:
  - (i) who are called out for emergency duty other than on a Saturday, Sunday or public holiday shall be paid a minimum payment of three hours work at overtime rates;
  - (ii) overtime rates shall not be paid for periods of less than one quarter of an hour.
- (c) For Salaried Employees and Professional Engineers working under flexible working hours:
  - (i) payment of overtime will be made only where the Employee works approved overtime;
  - (ii) any hours approved to be worked outside the Employee's ordinary hours of duty, if working a standard hours arrangement, or outside the bandwidth, if working under a flexitime arrangement, shall be overtime and managed in accordance with overtime provisions of the Award;
  - (iii) a manager may request an Employee who works under a flexitime arrangement to work overtime where they want an Employee to work more than 8 ordinary hours within the bandwidth (excluding breaks) in any one day. Where an Employee agrees to the request, such hours shall be paid as overtime;
  - (iv) a manager may request an Employee who works under a flexitime arrangement to work overtime where they want an Employee to work between 7.00am and 7.30am or 6.00pm and 7.00pm. An Employee can choose to accept or decline such a request. If an Employee accepts the request the time worked will be counted and paid as overtime.
  - (v) where overtime is worked prior to the bandwidth and is continuous with ordinary hours, such overtime shall continue to 7.30am, after which time flex hours shall accrue; and
  - (vi) where overtime is worked after the bandwidth and is continuous with ordinary hours, such overtime shall commence at 6pm, at which time flex hours shall cease to accrue.
- (d) Works Supervisors and Surveillance Officers who work their normal accrued day off shall be entitled to claim overtime at Saturday rates for the hours worked. Additionally, they shall be entitled to an alternative day off in the next four week cycle. Provided that agreement is reached between Employees concerned and local management, up to four ADOs may be accumulated.
- (e) For Salaried Employees (including EOIs and Employees on Field Work), the following Employees shall not, without the special approval of the Employer, be paid for any overtime worked by them:

- (i) Employees who are paid a special allowance in lieu of overtime;
  - (ii) Administration and Clerical Employees whose salary, and allowance in the nature of salary, exceed that of the top step of USS Grade 9;
  - (iii) Employees engaged on field work who are directed to work 38 hours per week shall be paid a loading at the rate of 8.5% of salary; provided that overtime shall be paid for time so worked in excess of 8 hours on any one day or 40 hours in any one week or outside the spread of hours worked by Employees on field work.
- (f) For Professional Engineers, there is no entitlement to be paid overtime if:
- (i) the Employee is paid an allowance in lieu of overtime;
  - (ii) prior approval has not been given by the Employer to approve overtime; or
  - (iii) the period of overtime worked is less than 15 minutes.

Employees at Professional Engineer Level 3 and above must have approval to work overtime from the relevant manager. Any overtime approved will normally be calculated at the top step of Professional Engineer, Level 2 unless the relevant manager authorises payment calculated on the Employee's substantive rate.

- (g) All overtime required to be worked shall be approved in advance by the relevant supervisor/manager. Overtime payments are calculated exclusive of any shift loadings and are based on the Employee's ordinary rate of pay.

### 23.3 Reasonable Overtime

- (a) The Employer may require an Employee to work reasonable overtime at overtime rates. An Employee may refuse to work overtime in circumstances where the working of overtime would result in the Employee working hours which are unreasonable. For the purposes of this clause what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to the Employee's health and safety;
  - (ii) the Employee's personal circumstances including any family and carer responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the Employer regarding the working of overtime, and by the Employee of their intention to refuse the working of overtime; or
  - (v) any other relevant matter.

### 23.4 Overtime Meal Break and Allowance

- (a) Unless prescribed otherwise in subclause 23.4 or any other Specific Provisions, Employees who work more than one and a half hours overtime after their ordinary hours are entitled to a unpaid meal break and a meal allowance as set out in Item 2 of Schedule B.
- (b) Salaried Employees who work overtime that extends beyond 2.00pm on Saturday/Sunday or a public holiday shall be provided with an unpaid meal break of at least 30 minutes and a meal allowance as set out in Item 2 of Schedule B.
- (c) For Salaried Employees, unless the Employee has been notified at least 24 hours in advance of the requirement to work on a day or shift on which they had been rostered off, they shall be paid a meal allowance as prescribed in Item 2 of Schedule B.

- (d) Salaried Employees and Professional Engineers engaged in shift work, who work more than one and a half hours overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay. In such case, Employees are also entitled to a meal allowance as set out in Item 2 of Schedule B.
- (e) Professional Engineers who work more than 2 hours overtime after their ordinary hours finishing time are entitled to a meal break and a meal allowance as set out at Item 2 of Schedule B.
- (f) Professional Engineers who resume work after their overtime meal break who then work a further five hours overtime, are entitled to an additional meal break and a meal allowance.
- (g) Employees who work overtime and are provided with a meal are not entitled to payment of a meal allowance.
- (h) Employees are provided a meal allowance on the condition that:
  - (i) money was spent in obtaining the meal,
  - (ii) at least a 30 minute meal break was taken either before or during working the overtime,
  - (iii) work was resumed after the meal break, unless there is an acceptable reason for taking the meal at the end of the overtime period,
  - (iv) the time taken for the meal break is not regarded as time worked.
- (i) During paid meal breaks Employees must remain available to carry out duties if required.

#### 23.5 Working overtime on a Saturday, Sunday or Public Holiday

- (a) For Salaried Employees (including EOIs) and Professional Engineers, and unless Specific Provisions or any other subclause in this Award applies:
  - (i) subject to subclause 23.5(a)(ii) and (iii), any overtime hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter;
  - (ii) for Salaried Employees on Field work who work shift work hours, an ordinary night shift that commences before and extends beyond midnight Friday shall be regarded as a Friday shift;
  - (iii) for Professional Engineers on temporary night shift, Friday shifts which start before and finish after midnight on Friday shall be paid at ordinary shift rates, and Sunday shifts which start before midnight Sunday are paid at ordinary rates after midnight on Sunday;
  - (iv) any overtime hours worked on a Sunday shall be paid at the rate of double time;
  - (v) any overtime hours worked on a public holiday shall be paid at the rate of double time and a half;
  - (vi) Employees who work overtime on a Saturday, Sunday, or public holiday shall be paid a minimum payment of three hours work at the appropriate overtime rate where the overtime is not at the end or beginning of the ordinary hours worked on a Saturday, Sunday or public holiday.
- (b) Salaried Employees and Professional Engineers who work overtime on a Saturday, Sunday or Public Holiday may, within two working days following so working, elect to take leave in lieu of payment for all or part of the Employee's entitlement in respect of the hours so worked (ie time for time), provided that:
  - (i) leave in lieu of payment shall be taken at the convenience of the Employer;

- (ii) such leave in lieu shall be taken in multiples of a quarter-day only (or minimum period of one hour for Professional Engineers);
- (iii) the maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one day;
- (iv) leave in lieu shall be taken within one month of the date of election, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an Employee may elect to have such leave in lieu added to annual leave credits;
- (v) an Employee shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

### 23.6 Minimum Rest Period

- (a) For Salaried Employees (including EOIs), and unless specific provisions apply, Employees shall not be required to be on duty for more than 16 consecutive hours. After being on duty for 16 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where the Employee is directed to resume without having a rest break of eight consecutive hours payment shall be at the rate of double ordinary time until the Employee is released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.
- (b) Professional Engineers who work overtime are entitled to:
  - (i) a minimum rest period of at least eight consecutive hours off work between ordinary hours shifts;
  - (ii) not being required to be on duty for more than 16 consecutive hours;
  - (iii) a minimum rest break of at least four consecutive hours after working for more than 16 consecutive hours;
  - (iv) payment at the rate of double time or double time and a half on a public holiday until released from work, if the Employee is recalled to work without having had at least eight consecutive hours off work;
  - (v) a further rest period of at least eight consecutive hours if the Employee is recalled to work without initially having had at least eight consecutive hours off work;
  - (vi) if an Employee's usual ordinary hours occur during the minimum rest period of eight hours in (i)-(v) above, the Employee will be paid at their normal salary for the time they are absent.

## 24. Flexible Working Practices

- 24.1 RMS recognises the importance of ensuring Employees maintain a work/life balance. Workplace flexibility underpins staff performance and productivity and is a key contributor to the achievement of RMS' corporate objectives. It also contributes to the attraction and retention of people with valuable skills, and assists the participation of diverse groups in the workforce.
- 24.2 RMS supports a number of workplace flexibility initiatives and will not unreasonably refuse an Employee's request for flexible working options as long as the arrangements can be structured to maintain business efficiency and productivity. Where it is not possible to accommodate such a request:
- (a) the Employee's manager is to provide the Employee within a reasonable time:
    - (i) the reason(s) the request cannot be granted;

- (ii) any alternative arrangements RMS can provide the Employee; and
  - (iii) any other relevant information that will assist the Employee to understand the reasons the request has been rejected
- (b) Should no alternative arrangements be provided, the Employee may apply to the General Manager Human Resources for a review of the request who will consider the matter and provide a recommendation to the Employee and their manager.
- (c) Should no agreement be reached following the steps outlined above, the Employee may choose to have the matter progressed under clause 5 Dispute Settlement Procedure.
- 24.3 In addition to leave and flex-time/time in lieu initiatives, examples of workplace flexibility initiatives that can be considered include:
- (a) Teleworking (including working from home or a specified RMS Telecentre)
  - (b) Changing from full-time to part-time employment on a temporary or permanent basis
  - (c) Job-sharing
  - (d) Phased retirement arrangements
  - (e) Other negotiated flexible working requests
- 24.4 Consideration and approval of flexible working initiatives is in accordance with the RMS Workplace Flexibility Policy and other relevant Policies, Procedures or Guidelines.

## **SECTION 5 - LEAVE AND PUBLIC HOLIDAYS**

### **25. Annual Leave**

- 25.1 Subject to this clause, annual leave is in accordance with the Annual Holidays Act, as in force from time to time.
- 25.2 Where operational requirements permit, the wishes of the Employee will be taken into account on the time annual leave is taken.
- 25.3 Employees accrue annual leave at the rate of one and two-thirds days per month from the date of appointment. Employees entitled to an extra week's annual leave, accrue the additional annual leave at the appropriate rate.
- 25.4 An Employee is entitled to be paid in advance for periods of approved annual leave.
- 25.5 Additional Conditions applicable to Salaried Employees
- (a) The following Salaried Employees are entitled to accrue five additional days of annual leave per annum accruing monthly if:
    - (i) they are in receipt of a Remote Area Allowance prescribed in subclause 20.6;
    - (ii) they are stationed at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri; or
    - (iii) they are employed on a six or seven-day week three shift roster.

- (b) Salaried Employees entitled to accrue five days additional annual leave per annum in accordance with subclause 25.5(a) can cash out the monetary value of the additional five days leave once in any twelve month period.
- (c) Annual leave will not accrue during any period that a Salaried Employee is absent without pay if the period of absence exceeds 28 consecutive days.
- (d) Salaried Employees must take at least two consecutive weeks of annual leave every 12 months, unless otherwise approved in special circumstances.
- (e) The Employer may notify Salaried Employees when accrued annual leave reaches six weeks. Salaried Employees may be directed to take at least two weeks annual leave within three months of the notification at a time convenient to the Employer.
- (f) The Employer may notify Salaried Employees when accrued annual leave reaches eight weeks. Salaried Employees will be directed to take at least two weeks annual leave within six weeks of the notification at a time convenient to the Employer.

#### 25.6 Additional Conditions applicable to Professional Engineers

- (a) Professional Engineers are entitled to accrue five additional days of annual leave per annum accruing monthly if:
  - (i) they are in receipt of a Remote Area Allowance in accordance with subclause 20.6; or
  - (ii) their headquarters is at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri; or
  - (iii) they are employed as a six or seven-day continuous shift worker.
- (b) Professional Engineers entitled to accrue five days additional annual leave per annum in accordance with subclause 25.6(a) can cash out the monetary value of the additional five days leave once in any twelve month period.
- (c) Professional Engineers do not accrue annual leave during periods of leave without pay which exceed more than 20 consecutive working days.

#### 25.7 Conditions applicable to Maritime Employees

- (a) The following Maritime Employees are entitled to accrue five additional days of annual leave per annum accruing monthly:
  - (i) Boating Safety Officers, Senior Boating Safety Officers and Boating Education Officers working weekends and public holidays;
  - (ii) Maritime Environmental Services Team Leaders and Maritime Environmental Service Officers; and
  - (iii) Maritime Employees 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.
- (b) Maritime Employees are subject to the specific provisions regarding the taking of annual leave contained in section 8 of Part B.
- (c) The maximum annual leave balance of a Maritime Employee will be no more than 30 days (or pro rata equivalent for part-timers) by the end of the NSW school holidays in July each year. Where an Employee does not voluntarily schedule leave to meet the required target the Maritime Employee will be directed to take leave.

- (d) An Employee may elect, with the consent of the Employer, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or time agreed by the parties in order to meet their personal carer's responsibilities.
- (e) A Maritime Employee may elect, with the Employer's Agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their personal carer's responsibilities.

#### 25.8 Payment of Leave Upon Cessation of Employment

- (a) When Employees cease employment with the Employer, they will be paid the value of their annual leave as a lump sum.
- (b) The monetary value of their leave is calculated based on the number of working days accumulated and includes any public holiday that would have occurred if that time had been worked.
- (c) Salaried Employees and Professional Engineers may elect, prior to their last day of employment, to take either the whole or part of their annual leave due on their last day as annual leave, instead of receiving a lump sum payment in lieu of the leave.
- (d) If subclause 25.8(c) applies then:
  - (i) annual leave continues to accrue during the period taken as annual leave and this accrual is paid on the final date of service,
  - (ii) the ordinary rate of pay will be increased by any increment which the Employee becomes eligible for during the period of annual leave, and
  - (iii) the final date of service is recognised as the final day of the annual leave taken.

#### 25.9 Sick Leave While on Annual Leave

- (a) Employees who are sick during annual leave and wish to claim sick leave must provide a satisfactory medical certificate for that period.
- (b) If approved, the annual leave accrual is re-credited with that equivalent period of sick leave.
- (c) Employees are not entitled to claim sick leave when on annual leave if the annual leave has been taken in conjunction with a resignation or the termination of services, unless the Employee is retiring.

#### 25.10 Annual Leave Loading for Salaried Employees

- (a) Salaried 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 up to a maximum salary of USS Grade 11.
- (b) The annual leave loading shall be paid to Salaried Employees subject to the following conditions:
  - (i) The full entitlement to the loading on annual leave that a Salaried Employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year a Salaried Employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.



- (ii) In the event of no such absence occurring by 30 November of the following year, a Salaried 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.
- (iii) Shift Workers - Unless determined otherwise, shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 percent annual leave loading as herein prescribed, whichever is the more favourable. Payment of shift premiums and penalty rates shall not be made for public holidays which fall on a seven-day shift worker's rostered day off. In the case of seven-day continuous shift workers, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
- (iv) On cessation of employment, other than termination of the Salaried Employee for misconduct, a Salaried 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.

## 26. Sick Leave

26.1 An Employee is entitled to take paid accrued sick leave in accordance with this clause, for periods where the Employee is unable to perform their duties because of an illness or injury. Paid sick leave will not be granted during periods of Leave Without Pay.

26.2 Entitlement and Accrual for Employees

- (a) Sick leave on full pay accrues day by day to Salaried Employees at the rate of 15 days for each year of service and is cumulative.
- (b) At the commencement of employment with the Employer Employees will be granted an accrual of 5 days sick leave.
- (c) After the first four months of employment Employees shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (d) After the first year of service Employees shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (e) Additional Special Sick leave may be granted in the following circumstances:
  - (i) the person has 10 or more years of continuous service;
  - (ii) the person has been or will be absent for more than three months; and
  - (iii) the person has exhausted or will exhaust available paid sick leave.

The additional period of sick leave may be granted on the basis of one month for each completed 10 years of service plus 10 calendar days, less all Additional Special Sick Leave taken during service.

- (f) Extended Special Sick Leave may be granted at the discretion of the Chief Executive in the following circumstances:
  - (i) Where an Employee has exhausted the grant of all forms of sick leave that are available to the Employee, application may be made to the Chief Executive for Extended Special Sick Leave.

- (ii) Extended Special Sick Leave is designed for long term illness or injury and may only be sought after other forms of sick leave have been exhausted.
- (iii) RMS will require medical evidence to support such applications.
- (g) Employees who are ex-services personnel and have an a war caused disability (being an illness or injury resulting from armed service in a recognised war zone) accepted by the Department of Veterans' Affairs will be granted additional sick leave entitlement of 15 days per calendar year non-cumulative.

#### 26.3 Entitlement and Accrual for Professional Engineers

- (a) At the commencement of employment with the Employer, a full time Professional Engineer is granted an accrual of 5 days sick leave.
- (b) After the first four months of employment, the Professional Engineer shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (c) After the first year of service, the Professional Engineer shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (d) Sick leave is cumulative.
- (e) An additional period of sick leave may be granted in the following circumstances:
  - (i) the person has 10 or more years of continuous service;
  - (ii) the person has been or will be absent for more than three months; and
  - (iii) the person has exhausted or will exhaust available paid sick leave.

The additional period of sick leave may be granted on the basis of one month for each completed 10 years of service plus 10 calendar days, less all Additional Special Sick Leave taken during service.

- (f) Employees who are ex-services personnel and have a war caused disability (being an illness or injury resulting from armed service in a recognised war zone) accepted by the Department of Veterans' Affairs will be granted additional sick leave entitlement of 15 days per calendar year non-cumulative.
- (g) Sick leave without pay shall count as service for the accrual of annual leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

#### 26.4 Notification and Evidence requirements

- (a) An Employee must inform 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.
- (b) The granting of paid or unpaid sick leave is subject to the Employee:
  - (i) providing notice of the absence as per subclause 26.4(a); and
  - (ii) appropriate evidence requirements in subclause 26.4(c)-(f).
- (c) For Salaried Employees and Professional Engineers (other than Maritime Employees), an Employee absent on account of sickness for more than two consecutive days, or a total of five

days in any one year, or when otherwise requested by the Employer, must provide medical certificates or other evidence showing the nature of the illness and its probable duration.

- (d) In the case of extended absence, an Employee may be required to furnish fresh medical certificates each week or submit to an examination by a medical practitioner nominated by the Employer.
- (e) Maritime Employees absent on account of sickness must provide a valid medical certificate for any period exceeding 5 days in any one year or when otherwise requested by the Employer.
- (f) Backdated medical certificates will not be accepted. If an Employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Employer is satisfied that the reason for the absence is genuine.
- (g) If the Employer is concerned about the diagnosis described in the evidence of illness produced by the Employee, after discussion with the Employee, the Employee's application for leave and the evidence provided can be referred to an approved medical practitioner for advice. The type of leave granted to the Employee will be based on such advice. If sick leave is not granted, the Employer will consider the wishes of the Employee when determining the type of leave to be granted.
- (h) Employees on an Absence Management Program may not be offered or directed to work overtime.

## 27. Carer's Leave

27.1 Carer's Leave may be available to assist Employees in relation to categories of persons who need the Employee's care and support to provide such care when a specified person is ill.

27.2 Entitlement for Salaried Employees and Professional Engineers

In this subclause 'Employee' means Salaried Employees and Professional Engineers.

- (a) Employees will be able to elect to use available paid sick leave that has been accumulated over the previous three years, subject to the conditions specified in this subclause, to provide short term care and support when a person identified in subclause 27.2(d) is ill and requires the Employee's care and support.
- (b) In special circumstances, Employees may be granted additional sick leave from their sick leave entitlement accumulated during their employment.
- (c) Employees will be entitled to Carer's Leave when:
  - (i) their entitlements to FACSLS is exhausted; and
  - (ii) they are responsible for the care and support of a category of person set in subclause 27.2(d).
- (d) Employees will be entitled to Carer's Leave for the care and support of an ill:
  - (i) Family Member;
  - (ii) relative who is a member of the same household where, for the purposes of this definition:
    - (A) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
    - (B) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and

- (C) 'household' means a family group living in the same domestic dwelling.
- (e) The Employee shall, if required:
- (i) establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person; or
  - (ii) establish by production of acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (f) In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

### 27.3 Entitlement for Maritime Employees

- (a) Paid leave of up to 5 days per calendar year may be granted to Maritime Employees to provide short term care or support when a person identified in subclause 27.2(d) (Carer's Leave Entitlement for Salaried Employees and Professional Engineers) is ill and requires the Employee's care and support.
- (b) Paid Leave may also be provided for Maritime Employees in the case of the death of a person identified in subclause 27.2(d) (Carer's Leave Entitlement for Salaried Employees and Professional Engineers). In the case of bereavement, if carer's leave has been exhausted, then Special Leave can be requested. Casual Employees, although not entitled to payment for Carer's Leave or Bereavement Leave, shall be entitled to not be available to attend work or to leave work upon the death of a family member in Australia, and subject to satisfactory evidence.
- (c) For Casual Employees engaged in Maritime, who seek to not be available to attend work upon the death of a family member, the period of which the Employee will be entitled to not be available to attend work shall be agreed to between the parties, or in the absence of agreement the Employee is entitled to not be available to attend work for up to 48 hours per occasion. The Employer must not fail to re-engage a casual Employee because they accessed such leave, and the rights of the Employer to engage or not engage a Casual Employee are not affected. The Casual Employee should, as soon as reasonably practicable, inform the Employer or their inability to attend for duty.
- (d) If carer's leave has been exhausted, then untaken sick leave of up to 5 days a year may be accessed for the current year and the three previous years.
- (e) A Maritime Employee may elect, with the consent of the Employer, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or time agreed by the parties in order to meet their carer's responsibilities.
- (f) A Maritime Employee may elect with the Employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their carer's responsibilities.
- (g) The Employee shall, if required, establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person.

### 27.4 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 person prescribed in subclause 27.2(d) who is sick and requires care due to an unexpected emergency, or the birth of a child.

- (b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.
- (c) If required by the Employer, the Employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (d) The Employer will not fail to re-engage Casual Employees because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the Employer to otherwise engage or not engage Casual Employees are not affected.

## **28. Family and Community Service Leave**

- 28.1 Employees may be granted FACSL for reasons related to unplanned and emergency family responsibilities or other specified emergencies and may include, but are not limited to, the following:
- (a) for reasons related to responsibilities for a Family Member;
  - (b) for reasons related to the death of a Family Member or relative;
  - (c) for reasons related to performance of community service;
  - (d) in case of pressing necessity, natural disaster or major transport disruption, or
  - (e) for the purpose of adoption interviews or examinations.
- 28.2 The maximum amount of FACSL that an Employee will accrue at ordinary rates is:
- (a) two and a half days in the first 12 months of service;
  - (b) two and a half days in the second year of service; and
  - (c) one day for each completed year of service, less the total amount of any FACSL already taken by the Employee.
- 28.3 Part-time Employees are entitled to FACSL on a pro-rata basis, based on the number of hours worked.
- 28.4 If available FACSL is exhausted, on the death of a Family Member or relative, additional paid FACSL of up to 2 days may be granted on a discrete, per occasion basis to a Professional Engineer (or up to 3 days if the Employee is a Salaried Employee).
- 28.5 If available FACSL is exhausted as a result of natural disasters, RMS shall consider applications for additional FACSL if some other emergency arises.
- 28.6 RMS may also grant Employees other forms of leave such as accrued annual leave, time off in lieu and flex leave for family or community service responsibilities.
- 28.7 Employees who have had immediate previous employment in the NSW Public sector may transfer their FACSL from their previous Employer.
- 28.8 Bereavement Leave for Casuals
- (a) Casual Employees are entitled to be unavailable to work, or may leave work, if a Family Member or relative as defined in subclause 27.2(d) (Carer's leave) dies.
  - (b) Casual Employees can be unavailable to work for up to 48 hours (two days work). However, the Employee and the Employer can also make an agreement on a timeframe for the absence that is

either longer or shorter than 48 hours (or two days), as required. This agreement must be made before the Employee is absent from work or makes themselves unavailable to work.

- (c) Casual Employees will not be paid when they are unavailable to work or leave work in accordance with this clause.
- (d) The Employer may require casual Employees to produce evidence, such as a death certificate or statutory declaration, providing details of the circumstances of the death.
- (e) The Employer will not fail to re-engage casual Employees because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the Employer to otherwise engage or not engage casual Employees are not affected.

## **29. Maternity, Adoption and Parental Leave**

### 29.1 General Provisions

- (a) Maternity, Adoption and Parental Leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
  - (i) for Maternity Leave and Other Parent Leave, an unbroken period of two weeks at the time of birth of the child;
  - (ii) for Adoption Leave, an unbroken period of up to three weeks at the time of the placement of the child.
- (b) Employee can access available accrued annual or long service leave during any period of maternity, adoption or parental leave, provided that such leave taken does not extend the period of leave.

### 29.2 Maternity Leave

- (a) General
  - (i) Maternity leave is available to female Employees (including those employed as casuals who have worked on a regular and systemic basis with RMS for at least 12 months) to enable them to take leave in connection with the pregnancy or birth of a child.
  - (ii) An Employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

- (b) Paid Maternity Leave

Employees who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service prior to the commencement of Parental Leave are entitled to paid maternity leave at their ordinary rate of pay for:

- (i) up to fourteen weeks, or
  - (ii) the period of maternity leave taken,
- whichever is the lesser period.

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

- (c) Unpaid Maternity Leave

- (i) Pregnant Employees are entitled to maternity leave:

- (A) on a full-time basis for a period of not more than nine weeks prior to the expected date of giving birth; and
  - (B) for a further period ending not more than 12 months after the date of giving birth.
- (d) Where the pregnancy ends not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiate their date of return to work with the Employer.
- (e) Where an Employee has a pregnancy related illness, the Employee is entitled to take paid sick leave or accrued annual leave or extended leave or unpaid special maternity leave.

### 29.3 Adoption Leave

(a) General

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

(b) Paid Adoption Leave

Employees who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service prior to the commencement of adoption leave are entitled to paid leave at their ordinary rate of pay for:

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

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

(c) Unpaid Adoption Leave

- (i) Employees are entitled to adoption leave for a maximum period of 12 months.
- (ii) If approved, unpaid adoption leave may be taken as:
  - (A) part-time for a period not exceeding two years; or
  - (B) partly full-time and partly part-time over a proportionate period of up to two years.

(d) Special Adoption Leave

An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an Employee can elect to charge the period of leave against annual leave, extended leave, flex leave or family and community service leave.

### 29.4 Parental Leave

(a) General

- (i) Parental leave will be granted for a period of up to 12 months to Employees who are not entitled to maternity or adoption leave to enable parents to share in the responsibility of caring for their young children.
  - (ii) Parental leave may commence at any time up to two years after the date of birth of a child or the date of placement of an adopted child.
  - (iii) Parental leave is granted without pay except as provided in subclause 29.4(d).
- (b) Short other parental leave - an unbroken period of up 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or surrogacy, from the date of taking custody of the child.
- (c) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the Employee as provided for in subclause 29.8(b). Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (d) Paid Parental Leave
- (i) Employees who have completed at least 40 weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
    - (A) One week on full pay, or
    - (B) Two weeks on half pay.
  - (ii) The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

#### 29.5 Annual and extended leave during maternity, adoption or parental leave

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

#### 29.6 Subsequent maternity or adoption leave - pay rate

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

- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced their hours during the 24 month period; or
- (c) at a rate based on the hours worked prior to the subsequent period of leave where the Employee has not reduced their hours.

#### 29.7 Alternative Duties

- (a) 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.
- (b) If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence Maternity Leave, or to access any available 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.

#### 29.8 Communication during Maternity, Adoption and Parental Leave

- (a) Where Employees are on maternity, adoption or parental leave and RMS makes a definite decision to introduce significant change at the workplace, RMS will take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing maternity, adoption or parental leave; and
  - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing maternity, adoption or parental leave.
- (b) Employees must take reasonable steps to inform RMS about any significant matter that will affect the Employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) Employees must notify RMS of changes of address or other contact details which might affect RMS' capacity to comply with subclause 29.8(a) above.

#### 29.9 Right to Request

- (a) An Employee who has taken leave in accordance with subclauses 29.2, 29.3 or 29.4 may make a request to the Employer to:
  - (i) take leave part-time over a period not exceeding two years, or partly full-time and partly part-time over a proportionate period of up to two years;
  - (ii) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months (on a full time basis);
  - (iii) 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);
  - (iv) have part-time hours structured in a way to enable carer responsibilities to be fulfilled.to assist the Employee in reconciling work and parental responsibilities.
- (b) The Employer shall consider a request under subclause 29.9(a)(ii) and (iii) above having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

#### 29.10 Return to Work

- (a) An Employee has the right to her/his former position if she/he has taken leave in accordance with subclauses 29.2, 29.3, 29.4 or 29.9(a) and she/he resumes duty immediately after the approved leave or work on a part time basis,
- (b) If the position occupied by the Employee immediately prior to the taking of leave in accordance with subclauses 29.2, 29.3, 29.4 or 29.9(a) has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position for which they are qualified subject to availability.

29.11 The Employer shall not fail to re-engage a regular casual Employee (see section 53(2) of the Industrial Relations Act 1996) because:

- (a) the Employee or the spouse is pregnant, or
- (b) the Employee is or has been immediately absent on maternity leave or adoption leave.

Provided the rights of the Employer in relation to engagement or re-engagement of casual Employees are not affected, other than in accordance with this clause.

### **30. Lactation Breaks**

30.1 A lactation break is provided to lactating mothers for the purposes of breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided in this Award.

30.2 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.

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

30.4 A flexible approach to the timing and general management of lactation breaks must be taken by the Employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the Employee.

30.5 The RMS will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, will be provided where practicable.

30.6 Where it is not practicable to provide the appropriate space or facilities, discussions between the manager and the Employee will take place to attempt to identify reasonable alternative arrangements for the Employee's lactating needs.

30.7 The manager and Employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:

- (a) whether the Employee is required to work at a site that is not operated or controlled by the RMS;
- (b) whether the Employee is regularly required to travel in the course of performing their duties;
- (c) whether the Employee performs field-based work where access to the facilities in subclause 30.5 are not available or cannot reasonably be made available; and
- (d) the effect that the arrangements will have on the Employee's lactating needs.

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

- (a) shall be granted during paid time;
- (b) is limited to a reasonable period of time (i.e. if the Employee requires extended periods of consultation, the Employee may utilise the provisions of subclause 30.9), and
- (c) must be at a time that is mutually convenient to both the Employee and the RMS

- 30.9 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breast feeding and the transition to the workplace may utilise sick leave in accordance with clause 26 (Sick Leave) of this Award, or time in lieu (TIL), or access the flexible working hours scheme provided in clause 21 (Hours of Work) of this Award, where applicable.

### **31. Extended Leave**

#### **31.1 General**

- (a) Subject to this clause, extended leave for Employees will accrue and be granted in accordance with section 68HA of the Transport Administration Act 1988, together with Schedule 1 of the Government Sector Employment Regulation 2014 as in force from time to time.
- (b) Extended leave must be applied for and approved in advance. Extended leave is granted subject to operational and other business requirements. Subject to the Employer's approval, extended leave may be taken at a time convenient to the Employer for a minimum period of one hour at full pay, half pay or double pay.

#### **31.2 Extended Leave Entitlements**

- (a) An Employee who has completed 10 years of continuous service with the Employer is entitled to extended leave of:
  - (i) 44 working days at full pay, or
  - (ii) 88 working days at half pay, or
  - (iii) 22 working days at double pay.
- (b) For each additional calendar year of service completed in excess of 10 years, Employees accrue 11 working days extended leave.
- (c) Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 1 of the Government Sector Employment Regulation 2014, are entitled to access the extended leave accrual indicated in subclause (a) above on a pro rata basis of 4.4 working days per completed year of service.
- (d) Employees who are employed part-time, or as a casual with a regular and consistent pattern of employment with the Employer, are entitled to extended leave on the same basis as that applying to a full-time Employee but payment for the leave is calculated as set out in subclause 31.3(b).
- (e) All previous full-time and part-time service with RMS, the former RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Agency, and Maritime Authority of NSW and its predecessor organisations, in accordance with the Government Sector Employment Act 2013 (NSW) is to be taken into account as service when determining the appropriate rate of accrual of extended leave for Employees employed on a full-time or part-time basis with the RMS.
- (f) Permanent service with other NSW government bodies will also be recognised by RMS in accordance with the Government Sector Employment Act 2013 (NSW). Extended Leave may also be transferred from Commonwealth and interstate government agencies in accordance with Schedule 2 of the Government Sector Employment Regulation 2014.
- (g) Nothing in subclauses (e) or (f) of this subclause entitles an Employee to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.

#### **31.3 Payment of Extended Leave**

- (a) If an Employee's ordinary hours of work are constant, payment is made at the current rate of pay.
- (b) Where an Employee is part-time or casual and the Employee's ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
  - (i) the past 12 months, or
  - (ii) the past 5 years,whichever is the greater.
- (c) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (d) Payments will be increased to reflect any increment action an Employee becomes eligible for while absent on extended leave.
- (e) An Employee who takes extended leave may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

#### 31.4 Sick leave while on Extended Leave

- (a) An Employee is only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days.
- (b) To claim sick leave, an Employee must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the extended leave balance is accredited with:
  - (i) the equivalent period of sick leave, if taking leave on a full or half pay basis; or
  - (ii) the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance, if taking leave on a double pay basis.
- (d) If extended leave is taken at double pay, the Employer will recoup any allowance already paid for the period being claimed as sick leave.
- (e) These sick leave provisions apply if an Employee takes extended leave prior to retirement but not extended leave prior to resignation or termination of services.

#### 31.5 Public Holidays while on Extended Leave

- (a) The days set out in clause 39 (Public Holidays), of this Award that fall while an Employee is absent on extended leave are not recognised as extended leave and are not deducted from the Employee's extended leave balance.
- (b) Payment due for the days set out in clause 39 (Public Holidays) is calculated on the Employee's ordinary hours of work and paid at single time, even if the Employee has chosen to take extended leave at half-pay or double pay.

#### 31.6 Effect of Approved LWOP on Extended Leave Entitlements

- (a) For Employees who have completed 10 years continuous service (inclusive of service recognised in accordance with subclauses 31.2(e) and (f)), any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

- (b) Where a Salaried Employee or a Professional Engineer has completed 10 years continuous service (inclusive of service recognised in accordance with subclauses 31.2(e) and (f)), approved LWOP for the reasons listed below counts as service for extended leave accrual:
  - (i) military service (e.g. Army, Navy or Air Force);
  - (ii) major interruptions to public transport; and
  - (iii) periods on leave accepted as workers compensation leave.

### 31.7 Payment of Extended Leave on Termination

- (a) An Employee, who is entitled to extended leave on termination of service, including retirement, is paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) If an Employee is employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) If an Employee is employed on a part-time or casual basis, payment is calculated as per subclause 31.3(b).
- (d) Employees who have at least five years' service but less than seven years' service (inclusive of service recognised in accordance with subclause 31.2(e) and (f)) are paid a pro-rata of the extended leave entitlement if employment is terminated:
  - (i) by the Employer for any reason other than serious and intentional misconduct;
  - (ii) by the Employee in writing on account of illness, incapacity or domestic or other pressing necessity; or
  - (iii) on retirement for Salaried Employees and Professional Engineers only.
- (e) In the event of subclause 31.7(d) applying, any period of leave without pay taken does not count as service.

## 32. Special Leave

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

- (a) Jury Duty
  - (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
  - (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the Jury Act 1977 in respect of any such period.
  - (iii) An Employee must on receipt of any payment or payments made to the Employee under the Jury Act 1977 in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.

- (b) Witness at Court - Official Capacity - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at court as a witness in an official capacity shall be paid by the Employer.
- (c) Witness at Court - Crown Witness
  - (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.
  - (ii) An Employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.
- (d) NAIDOC Week - Aboriginal and Torres Strait Islander Employees shall be granted up to one day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.
- (e) Special Leave - Citizenship - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (f) Domestic Violence - When the leave entitlements referred to in clause 37 (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.
- (g) Blood Donation - Special leave, including travelling time, is granted to Employees who do not require a relief, to donate blood. Employees are expected to attend the donation point nearest to their work location.
- (h) Bone Marrow - Employees who are listed in the Australian Bone Marrow Donor Registry and are called on to donate are granted up to 5 days Special Leave per occasion to donate bone marrow, subject to the production of a medical certificate from a registered medical practitioner.
- (i) Electoral Returning Officer - Employees appointed as Returning Officers by the State Electoral Office and who provide proof of such appointment, are eligible for:
  - (i) up to 4 weeks Special Leave before the polling day or date of writ, and up to 3 weeks after polling day if required by the Electoral Commissioner;
  - (ii) 1 day of Special Leave to attend a returning officer's election seminar;
  - (iii) up to 3 days Special Leave to attend an election training course.
- (j) Sport - Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at National Titles, the Olympic, Paralympic or Commonwealth Games.
- (k) Retirement Seminar - Employees approaching retirement are entitled to 2 days Special Leave to attend retirement planning seminars conducted by the State Authorities Superannuation Board.
- (l) Emergency Services

- (i) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
- (ii) For any other emergency other than a declared emergency, Employees are entitled to a maximum of 5 days Special Leave per year. Proof of attendance at the emergency is required.
- (iii) Where an Employee is required to attend a course approved by the Rural Fire Service, the Employee will be granted up to 10 days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
- (iv) Where an Employee is required to attend a course required by the State Emergency Services (SES), the Employee will be granted Special Leave for the duration of the course, provided the SES advises the Employer that the staff member is required to attend.
- (v) Employees are entitled to take an additional 1 day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.
- (vi) Employees who are Police volunteers are eligible for Special Leave to attend up to 2 training programs per year - 3 days per program. Leave is inclusive of all travel time and attendance per program at Goulburn Police Academy.
- (m) Participation in graduation ceremonies, and attending professional or learned societies' conferences, etc.
- (n) Ex-Armed Services Personnel for attending RSL Conference and Congress or to attend the Hospital Medical Review Board, etc.
- (o) Duties associated with holding official office in Local Government.

### **33. Examination and Study Leave**

Employees may be granted leave to undertake study and enable them to attend examinations. The terms and conditions on which study leave and examination leave may be granted are set out in the RMS Study and Exam Leave Procedure, as amended from time to time.

### **34. Military leave**

- 34.1 During the period of 12 months commencing on 1 July each year, the Employer shall grant an Employee who is a member of the Australian Defence Forces, military leave at the ordinary rate of pay to undertake compulsory training education, instruction or parades.
- 34.2 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 34.1 of this clause.
- 34.3 Employees must provide evidence to the Employer from the commanding or responsible officer:
  - (a) before the event, certifying that the Employee is a member of the defence force and outlining that their attendance at the event is necessary; and also
  - (b) after the event, certifying the dates on which the Employee attends the event.
- 34.4 Unused military leave does not accumulate.
- 34.5 Employees may apply for up to one day special leave to undertake medical examinations and tests for acceptance as a member of the Australian Defence Forces.

- 34.6 Employees may apply for special leave for the minimum time necessary to travel to and/or from annual camp provided that:
- (a) the travel is undertaken during a time when the Employee would normally be at work and
  - (b) the Employee receives no pay from the Australian Defence Forces for the period granted as special leave.

### **35. Purchased Leave**

- 35.1 Salaried Employees and Professional Engineers may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks), 15 days (3 weeks) or 20 days (4 weeks) additional leave in a 12 month period. Maritime Employees 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.
- 35.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- 35.3 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 35.4 The leave will count as service for all purposes.
- 35.5 The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay for the 12 month period of the Purchased Leave Agreement.
- 35.6 The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the Employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the Employee's ordinary weekly rate of pay, annualised at a pro rata rate over the 12 month period.
- 35.7 Purchased leave is subject to the following provisions:
- (a) The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
  - (b) All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, extended leave or leave in lieu, will be paid at the purchased leave rate of pay.
  - (c) Sick leave cannot be taken during a time when purchased leave is being taken.
  - (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
  - (e) 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.
  - (f) A higher duties payment will not be paid when purchased leave is being taken.
- 35.8 Specific conditions governing purchased leave may be amended from time to time by the Chief Executive in consultation with the Union parties.

### **36. Observance of Essential Religious and Cultural Obligations**

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



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

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

### **37. Leave for Matters Arising from Domestic Violence**

- 37.1 Leave entitlements provided for in clauses 26 (Sick Leave), 27 (Carer's Leave) and 28 (Family and Community Service Leave), may be used by Employees experiencing Domestic Violence.
- 37.2 Where the leave entitlements referred to in subclause 37.1 above are exhausted, the Employer shall grant up to 5 days Special Leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- 37.3 The Employer will need to be satisfied, on reasonable grounds, that Domestic Violence has occurred and leave is required. The Employer 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.
- 37.4 Personal information concerning Domestic Violence will be kept confidential by the Employer.
- 37.5 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.

### **38. Leave Without Pay**

- 38.1 This clause applies to Salaried Employees and Maritime Employees. Professional Engineers are covered by clause 58.
- 38.2 An Employee wishing to take a period of leave without pay shall make application to the Employer specifying the reasons for such leave and the period of leave proposed.
- 38.3 Each application for leave without pay shall be considered by the relevant delegated manager on its merits, taking into account the wishes of the Employee and the requirements of the business unit. Leave without pay shall only be granted if business needs can be accommodated during the period of leave proposed.
- 38.4 RMS' Leave Without Pay Procedure outlines the entitlement, arrangements and effect of such leave.

### **39. Public Holidays**

- 39.1 Subject to subclause 39.2, Employees are entitled, without loss of pay, to the following standard public holidays:
  - (a) New Year's Day;
  - (b) Australia Day;
  - (c) Good Friday;
  - (d) Easter Saturday;
  - (e) Easter Sunday;
  - (f) Easter Monday;

- (g) Anzac Day;
- (h) Sovereign's Birthday;
- (i) Labour Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) an additional day between Boxing Day and New Year's Day (public service holiday),

and such other Local Public Holiday, public holiday/s or substitute day as ordered by the government from time to time up to a maximum of two gazetted local public holidays (or four half days) and provided the Employee works in the local area on the working day before and after a Local Public Holiday.

- 39.2 Employees are only entitled to be paid public holidays for the days on which they would ordinarily work, but for the holiday occurring.
- 39.3 Professional Engineers required to work on a Local Holiday or the Public Service Holiday are entitled to either time off in lieu as set out in subclause 23.5 or paid as per subclause 39.5 below.
- 39.4 Salaried Employees who have been granted leave without pay covering a total period of absence from duty of not more than two weeks, may be granted payment for public holidays occurring during such absence provided that such public holiday falls on days which would normally be working days.
- 39.5 Subject to subclause 39.6, Salaried Employees and Professional Engineers (including casual Employees) directed to work on a public holiday will be paid at the rate of double time and a half for the time worked.
- 39.6 Salaried Employees engaged on continuous work that is required to be carried out on a public holiday shall be paid for such work at the rate of double time.
- 39.7 BSOs of the Maritime Division in receipt of an annualised salary who are required to work on a public holiday are entitled to receive Time In Lieu for each hour worked.

## **PART B - SPECIFIC PROVISIONS**

### **SECTION 6 - SPECIFIC PROVISIONS FOR SALARIED EMPLOYEES (INCLUDING EOIs)**

#### **40. Shift Work Definitions for Enforcement Operations Inspectors**

- 40.1 Subject to the specific provisions outlined in clauses 41, 42, 43 and 44:
- (a) For EOIs:
    - (i) Day shift means those shifts where the ordinary hours of work are worked between 6.00am and 6.00pm.
    - (ii) Afternoon shift means those shifts where the ordinary hours of work commence at or after noon and before 4.00pm.
    - (iii) Night shift means those shifts where the ordinary hours of work commence at or after 4.00pm and before 6.00am.
    - (iv) Payment for day shift shall be at the ordinary rate of pay.

- (v) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
- (vi) Payment for night shift shall be at the ordinary rate of pay plus 15%.
- (vii) Payment for all ordinary time worked on a Saturday shall be paid for at the rate of time and one half of the ordinary rate of pay.
- (viii) Payment for all ordinary time worked on a Sunday shall be paid for at the rate of double time of the ordinary rate of pay.
- (ix) Payment for all ordinary time worked on a Public Holiday shall be paid for at the rate of double time and one-half of the ordinary rate of pay.

#### **41. Hours of Work and Additional Conditions for Motor Registry and Telephone Customer Service Centre Employees**

##### 41.1 Hours of Work

###### (a) Spread of Hours

The ordinary hours of work shall be within the spread of hours as follows:

Monday to Friday	7.50am to 5.20pm
Saturday	8.20am to 4.20pm

No Employee shall be required to work more than five consecutive hours without a meal break. A meal break shall be for a minimum of 30 minutes duration.

##### 41.2 Change of Hours within Spread of Hours

- (a) Any change to the trading hours of a Motor Registry or Telephone Customer Service Centre within the spread of hours as set out in subclause 41.1, shall be subject to the following consultative process:
  - (i) the Employer shall notify the PSA in writing of any change to trading hours at least six weeks in advance of the date on which the change is proposed to take place;
  - (ii) the PSA shall be given two weeks in which to provide any written comments on the proposed change;
  - (iii) following consideration of any comments received, the Employer will notify the PSA in writing of the full details of its decision including the reasons for making such decision.

##### 41.3 Standard Hours of Work

###### (a) Full Time Employees

- (i) The ordinary hours of work shall be 70 hours over a two week roster cycle.
- (ii) Full Time Employees in a Motor Registry or Telephone Customer Service Centre which trades on Saturdays, that are rostered to work one Saturday in two, shall work nine days during the two week roster cycle. Provided that Full Time Employees will, with the agreement of the Employer, be able to work ten days including Saturdays during the cycle.
- (ii) Subject to subclause 41.4, Rosters, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee.

- (iv) The minimum hours to be worked by Full Time Employees on a Saturday shall be four.
- (b) Part time Employees
  - (i) The minimum ordinary hours of work to be worked by Part Time Employees shall be 15 hours per week.
  - (ii) The minimum ordinary hours to be worked by Part Time Employees shall be three.
  - (iii) Part Time Employees shall not be required to work more than five consecutive days in any fortnight roster cycle.
  - (iv) Part Time Employees shall not be required to work more than one Saturday in two except by mutual agreement.
  - (v) Notwithstanding the days specified, Part Time Employees may be required by the Employer to work on Saturdays. In such case the specified days and/or hours on the specified days will be reduced accordingly to retain the specified hours as a minimum.
  - (vi) Subject to subclause 41.4, Rosters, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee. The Employee can require up to three months between the agreement to change the specified span of hours or days and the implementation of the change.

#### 41.4 Rosters

- (a) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to Employees.
- (b) In the event of an emergency (for example, fire, flood, major transport disruption) the hours of work and/or the rostered starting and finishing times on any one day may be changed. Shortages and/or vacancies due to rostering are not an emergency for the purposes of this subclause.
- (c) Where less than seven days notice is given by the Employer of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- (d) Mutual exchanges of rostered days between Employees shall be subject to the Employer' prior agreement.
- (e) Where Employees are rostered in such a fashion that the days on which they are rostered to work fluctuate from week to week, an Employee rostered off work on a public holiday being a day on which the Employee usually works shall be paid by mutual agreement between the Employer and the Employee in one of the following methods:
  - (i) payment of an additional day's salary;
  - (ii) addition of one day to the Employee 's annual holidays;
  - (iii) an alternate day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.

Provided that for this subclause 41.4 "day" is the number of hours the Employee would have worked were the Employee rostered on that day.

- (f) The Employer can, on up to three Saturdays each calendar year, require Employees to attend a training session after trading hours and within the spread of hours as set out in subclauses 41.1, 41.2 and 41.3. The time spent on training will be adjusted as part of the Employee's ordinary

hours. The Employee will be rostered off for one equivalent block of hours during that roster cycle or during either of the next two roster cycles.

#### 41.5 Loadings for Certain Ordinary Hours

- (a) Payment for all ordinary hours of duty Monday to Friday shall be at the ordinary salary rate.
- (b) For full-time and part-time Employees payment for all ordinary hours of duty on Saturday shall be at the ordinary salary rate plus 50 per cent. For casual Employees the payment for all ordinary hours of duty on Saturday shall be 1.66 times the Monday to Friday ordinary hourly rate for the first year of the classification in which they are employed, except for Registry Services Officers 21 years of age and over who shall be paid the fourth year of that classification.
- (c) Where part-time Employees work in excess of the rostered hours for a day and within the spread of ordinary hours of duty as set out in subclause 41.1, Monday to Friday, payment for time worked in excess of the rostered hours shall be made at the ordinary hourly rate.
- (d) Where part-time Employees are required to work in excess of the rostered hours on a Saturday - but within the spread of ordinary hours of duty for Saturday, as set out in subclause 41.1 of this clause, a loading of 50% as prescribed in subclause 41.5(b) shall apply.

#### 41.6 Overtime

- (a) Full-time Employees shall be paid overtime for all time worked:
  - (i) outside the spread of ordinary hours of duty as set out in subclause 41.1.
  - (ii) before or after the daily ordinary hours of duty set out in the roster described in the provisions of Part C - Rosters of this clause and worked within the spread of hours of duty set out in subclause 41.1.
- (b) Part-time Employees and casual Employees shall be paid overtime for all time worked:
  - (i) outside the spread of ordinary hours of duty as set out in subclause 41.1.
  - (ii) in excess of 35 hours per week.
- (c) Where Employees are rostered on six consecutive days, work within the spread of ordinary hours of duty on the sixth day shall be paid at the overtime rate, and does not include loading in accordance with subclause 41.5.

### **42. Hours of Work and Additional Conditions for DRIVES Help Desk Employees**

#### 42.1 Spread of Hours

The ordinary hours of duty shall be within the spread of hours:

Monday to Friday	7.50am to 5.20pm
Saturday	8.20am to 4.20pm

No Employee shall be required to work more than five consecutive hours without a meal break. A meal break shall be for a minimum of 30 minutes duration.

#### 42.2 Change of Hours within the Spread of Hours

Any change to the trading hours of the DRIVES Help Desk within the spread of hours shall be subject to the following consultative process:

- (a) The Employer shall notify the PSA in writing of any change to trading hours at least six weeks in advance of the date on which the change is proposed to take place.
- (b) The PSA shall be given two weeks in which to provide any written comments on the proposed change.
- (c) Following consideration of any comments received, the Employer shall notify the PSA in writing of the full details of its decision including the reasons for making such decisions.

#### 42.3 Standard Hours of Work

The ordinary hours of duty for full time Employees shall be 70 hours worked over a two week roster cycle.

- (a) Full time Employees that are rostered to work one Saturday in two shall work nine days during the two week roster cycle, provided that subject to the Employer's agreement, they will be able to work ten days including Saturdays during the roster cycle.
- (b) Full time Employees shall not be required to work more than five consecutive days during the roster cycle.
- (c) Subject to subclause 40.4, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee.

#### 42.4 Rosters

- (a) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to Employees.
- (b) In the event of an emergency the hours of work and/or the rostered start and finishing times on any one day may be changed.
- (c) Where less than seven days notice is given by the Employer of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- (d) Mutual exchanges of rostered shifts between Employees shall be subject to the Employer's prior agreement.
- (e) Where Employees are rostered in such a fashion that the days on which they are rostered fluctuate from week to week, an Employee rostered off work on a public holiday being a day on which the Employee usually works shall be paid by mutual agreement between the Employer and the Employee in one of the following methods:
  - (i) Payment of an additional day's salary;
  - (ii) Addition of one day to the Employee's annual holidays;
  - (iii) An alternative day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.
  - (iv) Provided that for this clause "day" is the number of hours the Employee would have worked were the Employee rostered on that day.

### **43. Hours of Work and Additional Conditions for Work Support Employees**

#### 43.1 Definitions for the purpose of this clause:

WSO means Work Support Officers employed as members of the Transport Service in the RMS Group.

Competency means the combination of knowledge, skills and attributes that are needed for specific job related tasks.

#### 43.2 Hours of Work

- (a) The ordinary hours of duty of WSOs shall be 35 hours per week between 7.00am to 5.30pm on 5 days per week, Monday to Friday inclusive.
- (b) A lunch break shall be taken of not less than 30 minutes in the WSO's time.
- (c) Working hours (ie a bank up of hours) will be in accordance with the following provisions:
  - (i) An additional 22 minutes per day shall be worked on 19 days each four week work cycle to allow for the accumulated time off during the next four week cycle.
  - (ii) Subject to the provisions of this subclause one accrued day off may be taken in each four week work cycle. Such accrued day off will be observed between Monday to Friday (inclusive).
  - (iii) Where a WSO works on the accrued day off, the WSO may elect to have another day off in substitution thereof before the end of the succeeding work cycle. Such election should be granted where practicable, provided that in such case the accrued entitlements are transferred to the substituted day off.
- (d) WSOs absent from duty on any type of approved leave or a public holiday will be credited with 7 hours 22 minutes in respect of each day absent from duty. WSOs absent from duty on approved leave (sick leave, annual leave etc) will have 7 hours 22 minutes debited against their leave accrual for each day absent from duty.

#### 43.3 Progression from Grade to Grade

- (a) WSO positions will only be created where the range of tasks at the location would eventually allow the incumbent to progress to Grade 3.
- (b) Progression from grade to grade need not depend upon the availability of an advertised job vacancy nor is it restricted by the number of WSOs already at a particular grade. Progression to another grade is totally dependent upon meeting the progression criteria detailed in the relevant policy/procedure.
- (c) Persons at the time of appointment as a WSO will be assessed to determine the grade at which they will commence. Once appointed to a grade, a WSO will need to meet the progression criteria in order to further progress through the grades.
- (d) Persons appointed as a WSO in training will remain at that level until they are eligible to progress to Grade 1.

43.4 Maintenance of grade and salary shall be dependent upon WSOs maintaining the required level of competence in the tasks for which they have been assessed and for which their grading and salary level has been determined. To ensure the level and currency of competencies, the WSO will undergo supplementary assessment of their tasks every two years to demonstrate that they have maintained their skills in those tasks.

### **44. Hours of Work for Traffic Supervisors**

44.1 The ordinary working hours for Traffic Supervisors shall be 38 hours per week and shall be worked as a 20 day four week cycle with 19 working days of eight hours each in accordance with rosters, with 0.4 of one hour each day worked accruing as an entitlement to take, in each cycle, an accrued day off.

- 44.2 The accrued day off is subject to managerial prerogative to best suit the working needs of the organisation, provided that the accrued day off is to be taken between Monday and Friday (inclusive) during the day shift.
- 44.3 The ordinary hours of work shall not exceed 8 per day to be worked in a maximum of 10 shifts per fortnight, provided that not more than 6 consecutive shifts shall be worked in eight consecutive days. A shift may be worked on any day of the week, including Sunday, during any period of 24 hours. The times between which the ordinary hours may be worked may be altered by agreement between the Employer and the PSA.
- 44.4 Where the agreed accrued day off prescribed by subclause 44.1 falls on a public holiday the next working day on which the Employee is normally rostered for duty shall be taken in lieu of the accrued day off, unless an alternative day in that four-week cycle or the next four-week cycle is agreed between RMS or its representative and the Employee.
- 44.5 Each day of paid sick or annual leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 44.6 Where an Employee is ill or incapacitated on the accrued day off, the Employee shall not be entitled to payment of sick leave on that day nor shall the Employee's sick leave entitlement be reduced as a result of such illness or incapacity.
- 44.7 An Employee who has not worked, or is not regarded by reason of subclause 44.3 as having worked a complete four week cycle, shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, on the accrued day off, or in the case of termination of employment, on termination.
- 44.8 Where agreement is reached between RMS or its representative and an Employee, that Employee may accumulate up to a maximum of four accrued days off before they are taken as days off and, when taken, those days shall be regarded as days worked for accrual purposes. When such agreement has been reached under the terms of this paragraph, an Employee is not entitled to be paid at the rate as specified in subclause 44.9.
- 44.9 Subject to subclause 44.7, the accrued day off prescribed in subclauses 44.1 and 44.2 shall be taken as a day off provided that the day may be worked where it is required by the Employer. Where the Employee is required to work on their accrued day off, the Employee shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- 44.10 Where an Employee works on the accrued day off, the Employee may elect to have another day off in substitution before the end of the succeeding work cycle, provided that such day off is subject to management prerogative to best suit the working needs of the Employer and that in such cases the accrued entitlements are transferred to the substituted day off.
- 44.11 The provisions contained in subclauses 44.1 to 44.7 of this clause shall also apply to shift workers by substituting the word 'shift' for 'day' in each cycle.

**45. Hours of Work and Additional Conditions for Manager – Field Operations & Services, Field Traffic Managers and Traffic Commanders**

**Manager – Field Operations & Services and Field Traffic Managers**

- 45.1 Ordinary Hours of work shall be 35 per week.
- 45.2 Incident Co-Ordination Allowance
- (a) The incident co-ordination allowance set out in item 26 of Schedule B – Allowances and Expenses will be paid to Employees in the positions of Manager – Field Operations & Services and Field Traffic Managers for all days during the calendar year, excluding during periods of



leave (other than sick leave, carer's leave and family and community service leave of 2 consecutive days or less).

- (b) In addition, Employees in the positions of Manager – Field Operations & Services and Field Traffic Managers will be entitled to the payment of a disturbance allowance in accordance with subclause 45.3 in the event the Employee is contacted outside of normal working hours.
- (c) When in receipt of the incident co-ordination allowance and not in the workplace, the Employee:
  - (i) is not required to remain at home, but must be able to be contacted immediately in the case of emergencies;
  - (ii) must be able to respond to an emergency within a reasonable time or within the response time agreed with management;
  - (iii) must remain in a proper state of fitness to drive a motor vehicle and perform the required duties; and
  - (iv) must be available to respond to a call unimpaired by the effects of alcohol or drugs.

#### 45.3 Disturbance Allowance

- (a) Employees in the position of Manager – Field Operations & Services and Field Traffic Managers may be contacted when in receipt of the incident co-ordination allowance and outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. These Employees may be contacted to put into place emergency arrangements by contacting other Employees, persons or agencies to attend an incident or providing advice in response to an emergency situation.
- (b) The disturbance allowance is:
  - (i) paid at a minimum of one hour of the ordinary hours rate; and
  - (ii) not paid if the Employee's salary exceeds the top step of USS Grade 11 or equivalent.
- (c) Where more than one telephone call is received or made within the hour, only one hourly payment is paid. However, if the assistance provided by the Employee extends beyond one hour in duration, the Employee will be entitled to be paid overtime for the duration of the assistance provided. Where the Employee is paid overtime, the Employee is not entitled to the disturbance allowance in respect of the same occasion.
- (d) The disturbance allowance is payable under the arrangements set out in the RMS On-Call and Disturbance Allowance Procedure.
- (e) Communications made when not in attendance at the workplace in regard to routine administrative matters are not considered a disturbance for the purposes of an emergency and does not warrant payment of a disturbance allowance. Such matters may include:
  - (i) Where an employee contacts his/her supervisor or manager regarding an inability to attend work on any particular day; or
  - (ii) Where an employee is contacted to be advised of a business matter that does not require an immediate response.

#### **Traffic Commanders**

45.4 Ordinary Hours of work shall be 35 per week.

45.5 Payment for Shift Work

- (a) For the purposes of this clause:
  - (i) 'Early Morning shift' shall mean those shifts commencing at or after 4.00 am.
  - (ii) 'Day Shifts' shall mean those shifts commencing at or after 6.00 am.
  - (iii) 'Afternoon Shifts' shall mean those shifts commencing at or after 12 noon.
- (b) Payment for Early Morning Shift shall be at the ordinary rate of pay plus 12.5 per cent.
- (c) Payment for Day Shift shall be at ordinary rate of pay.
- (d) Payment for Afternoon Shift shall be at ordinary rate of pay plus 12.5 per cent.

#### 45.6 Shift Rosters

- (a) Traffic Commanders shall be rostered to work shifts as required.
- (b) Wherever reasonably practicable, notice shall be given at least 7 days in advance of shifts to be worked.
- (c) Traffic Commanders are entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift. Where a Traffic Commander has not observed a rest break of 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday calculated at the ordinary salary rate until such time as the Traffic Commander is released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 45.5 above.
- (d) No employee shall be required to work more than five consecutive hours without a meal break. In the event a Traffic Commander is directed to work during a meal break, the meal break will be paid at the ordinary rate plus any applicable shift loading.
- (e) An Employee required to work a shift on a day in which they have been rostered off shall be paid at overtime rates.

#### 45.7 Incident Management Allowance

- (a) Employees who are employed in the position of Traffic Commander will be paid an allowance set out in item 27 of Schedule B – Allowances and Expenses, which takes into account the following:
  - (i) The environment in which the work is to be performed;
  - (ii) Being rostered on call 24 weeks per year, during which time the Traffic Commander is available to respond to unplanned incidents during un-rostered hours (i.e. between the cessation of the day or afternoon shift and the commencement of the morning or day shift the following day) on weekdays and 24 hours per day on weekends and public holidays;
  - (iii) Being available to work up to 5 hours per week when rostered on call, as required.
- (b) Traffic Commanders will be able to elect to be paid overtime or to accrue time in lieu, calculated on the same basis as overtime, for time spent attending call outs over and above the 10 hours per fortnight that are compensated for by the allowance. The time in lieu will be accumulated over a 3 calendar month period and must be taken within 3 calendar months of its accumulation, subject to organisational convenience. If time in lieu is not taken within 3 calendar months it will be paid at the overtime rate at which it was accrued after the end of the third month and the time in lieu cancelled.

- (c) The allowance will be paid fortnightly. The allowance is to be counted as ordinary time earnings and is payable for all purposes including but not limited to:
  - (i) Leave payments;
  - (ii) Loadings and overtime;
  - (iii) Payments on separation;
  - (iv) Calculating superannuation guarantee contributions under the relevant superannuation legislation; and
  - (v) Determining benefits payable under any relevant defined benefits superannuation scheme.
- (d) Other than as provided for in this clause, Traffic Commanders will not be entitled to any additional payments under this Award for time spent attending call outs during their rostered 24 weeks on call. The entitlements under this clause are in satisfaction of all relevant Award entitlements for such call outs. For any call out outside the rostered 24 weeks, the Award shall apply.

## **SECTION 7 - SPECIFIC PROVISIONS FOR PROFESSIONAL ENGINEERS**

### **46. Shift Work Definitions**

Early morning shift means a shift with ordinary hours commencing between 4.00am and 6.00am, Monday to Friday.

Day shift means a shift with ordinary hours commencing between 7.00am and 5.00pm Monday to Friday.

Afternoon shift means a shift with ordinary hours commencing at or after noon Monday to Friday.

Night shift means a shift commencing at or after 4.00pm and finishing at or before 4.00am Monday to Friday.

### **47. Call Out/Call Back**

47.1 Professional Engineers who are called back to work outside their standard hours, or outside the hours of 7.30 am and 6.00 pm if working under a flexible working hours arrangement:

- (a) are paid a minimum of three hours at overtime rates for each separate call-out, except where:
  - (i) Employees are called out on more than one occasion and the first and subsequent call-out payment periods of three hours overlap. If this occurs, payment is calculated from the start of the first call-out period until the end of the last call-out provided that the total period of all overlapping call-out periods exceeds three hours. If the total period of all overlapping call-out periods is less than three hours, Employees are paid for three hours at overtime rates;
  - (ii) Where the call-out work extends into ordinary hours of work, overtime is paid up to the normal starting time only.

### **48. Specialist Engineers**

48.1 Professional Engineers from any field of professional engineering may gain personal promotion to any Engineer level up to and including Level 6 Engineer, as specialist engineers whilst still occupying a position graded at a lower level. Professional Engineers at Level 6 may receive an allowance, in lieu of a personal promotion, as specialist engineers whilst still occupying a position graded as Level 6.

- 48.2 Progression to a higher personal Level salary for Professional Engineers must be recommended by the majority of the Specialist Engineer Accreditation Committee. The Professional Engineer must submit a case to the committee which indicates that the Professional Engineer has specific attributes of a significant nature which would be relevant and beneficial to RMS' functions.
- 48.3 Relevant criteria which would be examined by the committee include:
- (a) Holding a degree at or above the level of Master of Engineering Science or Master of Science in a relevant specialist or technical area from a recognised Australian University (or overseas equivalent), not being a Master of Business or Public Administration; or
  - (b) Holding a specialist graduate diploma in a field related to the work of the Professional Engineer in RMS, not being a graduate diploma in management or a business administration diploma; or
  - (c) Having shown originality or made high level contributions or attained reputation or standing in the engineer's specialist field of work.
  - (d) The Specialist Engineer Accreditation Committee will consist of a representative of the Employer, Professionals Australia and a mutually acceptable independent expert in the specialist field under consideration.
  - (e) If an Employee is dissatisfied with the recommendation of the Specialist Engineer Accreditation Committee, the Employee may appeal to their Director who will review the decision in conjunction with the General Manager, Human Resources.

#### **49. Recognition of Professional Engineering Skills**

- 49.1 The importance of the contribution of Professional Engineers to RMS is recognised by this Award.
- 49.2 An Employee with the qualification of a Professional Engineer working in a position that requires those skills or qualifications may apply to be recognised as a Professional Engineer under this Award. Recognition is available in accordance with the RMS policy on the Recognition of Professional Engineers. Applications will not be unreasonably refused.
- 49.3 The Recognition of Professional Engineers Policy will not be amended without the agreement of Professionals Australia.

#### **50. Professional Development**

- 50.1 The Employer and Professionals Australia will work together to ensure best practice workforce development that builds and maintains engineering capability at RMS, and in doing so provides industry leadership for ongoing engineering workforce development.
- 50.2 The Employer and Professionals Australia are committed to identifying future risks and committed to working together constructively to find solutions.
- 50.3 The Employer and Professionals Australia agree that Employees will continue to be provided with the maximum opportunities for professional development. This should occur as part of the PDR process. To assist managers of Professional Engineers in the PDR process, an annual HR Circular will be produced summarising the opportunities available for Professional Engineers under the Award, in consultation with Professionals Australia, and providing examples of appropriate professional development opportunities available.
- 50.4 The type of internal and external courses provided will be determined by consultation between Professionals Australia and the Employer.
- 50.5 Professional development will not be limited to internal and external training courses and may include Professional Engineers' exchange programs, secondments (within the Employer, with the Transport Cluster and/or into the private sector), shadowing, mentoring, coaching, attendances at conferences,

seminars or short term study courses which have been approved by the Employer and permission granted for the Employee to attend.

- 50.6 Where a Professional Engineer is unable to access professional development over a period of more than 18 months, due to:
- (a) professional development opportunities not being approved in the PDR;
  - (b) opportunities approved in the PDR not being provided, and/or
  - (c) the Professional Engineer not being released to attend/participate in the identified opportunities, the Professional Engineer may have their access to professional development opportunities reviewed by the General Manager Human Resources to ensure compliance with this clause.

### **51. Professional Engineer Development Program (PEDP)**

- 51.1 There will be a mechanism for Professional Engineers to progress from Engineer Level 1 to Engineer Level 2 without the requirement to win a position on merit.
- 51.2 Progression will only occur when the Professional Engineer is assessed as meeting the relevant criteria for Engineer Level 2.

### **52. Knowledge Transfer**

- 52.1 RMS recognises the importance of succession planning and knowledge transfer prior to the retirement or exit of senior and/or experienced Professional Engineers.
- 52.2 Where a senior/experienced Professional Engineer is identified as having expertise in a specific field or aspect of engineering, a knowledge transfer process will be prepared. The process will be prepared at least 12 months prior to retirement or exit of the Employee, where the exit date is known or can be estimated. The aim of the knowledge transfer process is to ensure the handover of important technical and organisational knowledge to current employees.
- 52.3 The knowledge transfer process will incorporate:
- (a) information session(s) by the senior/experienced Professional Engineer;
  - (b) documentation by the senior/experienced Professional Engineer;
  - (c) mentoring;
  - (d) shadowing;
  - (e) the release of the Employees involved from their normal duties, to allow sufficient time to participate; and
  - (f) where the Employee agrees, the option for part time employment to facilitate the knowledge transfer process.

### **53. Women in Engineering**

- 53.1 The Employer is committed to increasing the representation of women in the workforce, including in engineering.
- 53.2 To this end, the Employer and Professionals Australia will work together during the life of the Award on proposals for promoting, developing and retaining women in the engineering profession, including:
- (a) programs aimed at professional development, leadership development, mentoring and networking; and

- (b) promoting flexible working arrangements amongst staff and managers – including part time and job sharing arrangements – that support personal and professional needs, subject to the ability of the Employer to meet customer service, operational and business requirements.
- 53.3 The Employer will provide regular statistical analysis and reporting on women in the engineering profession within RMS. This information is to be provided to Professionals Australia.
- 53.4 The Employer is required to consider, and report on, gender diversity in restructuring.

#### **54. Consultation**

- 54.1 RMS and Professionals Australia shall consult on issues including but not limited to:
- (a) Professional development and training;
  - (b) Restructuring, relocation or organisational change where Professional Engineer positions are affected
  - (c) Career progression, succession planning and mentoring; and
  - (d) Significant issues impacting on RMS Professional Engineers, such as workload and skills shortages.
  - (e) Women in engineering.

#### **55. Part-Time Employment**

- 55.1 In addition to subclause 29.9 (Right to Request) and clause 24 (Flexible Working Practices) and subject to operational requirements, Employees may elect to change from full-time to part-time work to manage their work-life balance. This will enable Employees to manage family and career responsibilities or choose to reduce the number of hours worked as they approach retirement. The shift from full-time to part-time will be managed in accordance with RMS' Leave and Attendance Policy and applicable procedures. Requests to work part-time will not be unreasonably refused.

#### **56. Hours for Full-Time Employees**

- 56.1 RMS and Employees may agree to work either a standard hours arrangement or a flextime arrangement. RMS may direct Employees to work a standard hours arrangement in exceptional circumstances.

#### **57. Disturbance Allowance**

- 57.1 Employees may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Employees may be contacted to put into place emergency arrangements by contacting other Employees to attend an incident or providing advice in response to an emergency situation.
- 57.2 The disturbance allowance is:
- (a) paid at a minimum of one hour of the ordinary hours rate
  - (b) not paid if the Employee's salary exceeds the top step of Engineer Level 4.
- 57.3 The disturbance allowance is payable under the following arrangements:
- (a) for Employees on standard hours or flexitime, between the hours of 8.00pm and 6.00am Monday to Friday, all day Saturdays, Sundays, public holidays and accrued days off.

- (b) for shift workers, two hours after the completion of a shift, two hours prior to the commencement of a shift and all day for rostered days off and accrued days off.

57.4 Where more than one telephone call is received or made within the hour, only one hourly payment is paid.

## **58. Leave Without Pay**

### 58.1 Approved Leave Without Pay

- (a) Employees may be granted leave without pay (LWOP):
  - (i) providing that good and sufficient reasons are shown for the leave,
  - (ii) up to a maximum of three years, providing that service has been satisfactory,
  - (iii) on a full-time or part-time basis,
  - (iv) commencing on the first working day after the Employee ceases work or at the expiration of paid leave, and
  - (v) ceasing on the day prior to the day on which the Employee resumes work, regardless of whether that day is a working day or not.

- (b) LWOP is granted on the understanding that RMS retains the right to:

- (i) abolish any position on the grounds of redundancy,
- (ii) require an Employee to relinquish a position, or
- (iii) terminate the Employee's services, should circumstances during the absence, so require.

A decision made to abolish a position while an Employee is on LWOP does not mean that the Employee will be offered a voluntary redundancy. RMS' policy and procedures on the management of displaced and excess staff will apply.

- (c) Employees may not take LWOP to engage in other employment unless RMS is satisfied that the skills and experience gained from this other employment will provide RMS with a demonstrated benefit.
- (d) LWOP does not count as service for increment purposes where the total period exceeds five days in any 12 months.
- (e) Employees are not required to exhaust accrued paid leave before proceeding on LWOP.
- (f) If Employees obtain approval to combine all or part of accrued paid leave with LWOP, the paid leave must be taken before LWOP.
- (g) Employees are paid for public holidays falling during LWOP where the total period of LWOP does not exceed ten consecutive working days.
- (h) The effect of LWOP on extended leave entitlements is set out in subclause 31.6.
- (i) A permanent appointment may be made to the Employee's position if:
  - (i) 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
  - (ii) The Employee is advised of RMS's proposal to permanently backfill their position; and

- (iii) The Employee is given a reasonable opportunity to end the LWOP and return to their position; and
- (iv) RMS advised the Employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of LWOP.
- (j) The position cannot be filled permanently unless the above criteria are satisfied.
- (k) The Employee does not cease to be employed by RMS if their position is permanently backfilled.
- (l) Subclause 58.1(i) does not apply to full-time unpaid parental leave or to military leave.

#### 58.2 Unauthorised Leave Without Pay

- (a) Employees who do not provide a satisfactory explanation for their absence are regarded as being absent from work without authorised leave. As a result, Employees will not be paid for this period of absence.
- (b) Nothing in this clause prevents RMS from taking disciplinary action against Employees for unauthorised absences from work.

### **SECTION 8 - SPECIFIC PROVISIONS FOR MARITIME EMPLOYEES**

#### **59. Hours of Work**

- 59.1 "35 hour per week Employees" means all Maritime Division Employees that are full time other than Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leader Environmental Services and Environmental Service Officers.
- 59.2 "38 hour per week Employees" means Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leader Environmental Services and Maritime Environmental Service Officers..
- 59.3 SEA Officers and their respective Team Leaders on an annualised salary: The ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period.
- 59.4 Maritime Environmental Service Officers working a 12 hour day, rostered on three days on and three days off are deemed to work an average of 1792 hours a year. Such Employees will receive a 12 hour break between shifts.
- 59.5 Hours of work will be arranged to take into consideration the specific business needs of RMS, and where possible, the work preferences of Employees. Service and functions provided by RMS will not be withdrawn to accommodate the absence of Employees under the hours of work arrangements.
- 59.6 Unless prescribed otherwise in the Specific Provisions, the starting and finishing times within the spread of ordinary hours should be mutually agreed between management and Employees, however if agreement cannot be reached the needs of the organisation must prevail and managers will therefore determine starting and finishing times.
- 59.7 Once starting and finishing times have been established, reasonable notice will be given (normally 5 calendar days) of any changes required.
- 59.8 The working of additional hours within the spread of hours will be by reasonable notice from management.
- 59.9 Ordinary Hours - 35 hour per week Employees (other than those which have specific provisions or are on an annualised salary).



- (a) Ordinary hours will be an average of 35 hours per week over a cycle of four weeks on any day Monday to Friday to be determined by each business unit provided the total number of hours worked are 140 hours for Employees on a four week cycle, 280 hours for Employees on an eight week cycle, or 420 hours for Employees on a twelve week cycle.
  - (b) the span of ordinary hours are between 0700 and 1900.
- 59.10 Ordinary Hours - 38 hour per week Employees (other than those which have specific provisions or are on an annualised salary).
- (a) Ordinary hours will be an average of 38 hours per week over a cycle of four weeks on any day Monday to Friday to be determined by each business unit provided the total number of hours worked are 152 hours for Employees on a four week cycle, 304 hours for Employees on an eight week cycle, or 456 hours for Employees on a twelve week cycle.
  - (b) the span of ordinary hours are between 0600 and 1800.
- 59.11 A meal break will be taken not more than 5 hours after commencing duty and shall be a minimum of 30 minutes. The time taken for a meal break will not count as hours worked.
- 59.12 Product Services Officers (PSOs) statewide are responsible for the operation of a call centre, 7 days a week. The staffing of the call centre on weekends and for any weekday shifts outside of 8.30am to 4.30pm is on a voluntary basis initially, however if shifts cannot be filled the Employer can direct Employees to work. Any days worked by PSOs on weekends are paid at the appropriate penalty rate.
- 59.13 Notwithstanding the provisions of this clause, an Employee and their manager may agree to other arrangements provided they meet the needs of the business and the contract hours are worked within the cycle.
- 59.14 Unless prescribed otherwise:
- (a) call back: Employees recalled to work will be entitled to be paid a minimum of 4 hours at the appropriate rate on the understanding this provision will not apply to Employees called in to work early in which case, if outside the spread of ordinary hours, they shall be paid at the overtime rate.
  - (b) 10 hour break: Where an Employee works additional hours, the Employee shall not be required to return to work for duty for a least ten consecutive hours between the termination of work on one day and the commencement of work on the next day. The Employee shall be provided with a break without loss of pay for ordinary working time occurring during such absence.

#### **60. Maritime Trainees Ordinary Hours of Work**

- 60.1 Ordinary hours of work will be an average of 35 hours per week over a cycle of four weeks on any day Monday to Sunday.
- 60.2 The span of ordinary hours worked by Maritime Trainees will be:
- (a) between 0600 and 1800 when working with ESOs and BSOs;
  - (b) between 0700 and 1900 when working with PSOs.
- 60.3 Hours worked on a Saturday will be paid a loading of 50% for the first 2 hours and 100% for the remainder.
- 60.4 Hours worked on a Sunday will be paid a loading of 100%.
- 60.5 Hours worked on a Public Holiday will be paid a loading of 150%.

- 60.6 Hours worked outside the span of ordinary hours for each group working on weekdays will be paid a loading of 50%.

### **61. Additional Hours**

- 61.1 The provisions of this clause do not apply to the positions of Senior Boating Safety Officers, Boating Safety Officers, Marine Investigators, Team Leaders in Environmental Services, Environmental Service Officers, and SEA Officers and their respective Team Leaders.
- 61.2 Hours worked in addition to the total number of ordinary hours required to be worked are ‘additional hours’ and shall only be worked/accrued with the agreement of the Employer.
- 61.3 Additional hours up to a maximum of 21 hours per four week cycle are to be taken off at a mutually convenient time, as time off in lieu on the basis of one hour per additional hour worked. Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement. In circumstances where operational requirements do not allow for time off in lieu within a 3 month period, the Employer may authorise for the additional hour(s) to be paid out at ordinary single time after the expiration of 3 months.
- 61.4 Additional hours worked in excess of 21 hours in a four week cycle are paid at time and a half up to 28 hours and double time thereafter or alternatively, by agreement, taken as time off in lieu at ordinary time.

### **62. Overtime**

- 62.1 The provisions of this clause shall not apply to positions on Annualised Salaries.
- 62.2 The following overtime provisions will apply to Employees who work outside the span of ordinary hours outlined in clause 61 (Additional Hours).
- 62.3 35 hour per week Employees including Maritime Trainees - Overtime worked Monday to Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter. Overtime worked on a Sunday will be paid at the rate of double time.
- 62.4 38 hour per week Employees - overtime worked Monday to Saturday will be paid at the rate of double time. Overtime worked on a Sunday will be paid at the rate of double time and one half.
- 62.5 Overtime worked on a public holiday will be paid at the rate of double time and one half in addition to the normal remuneration for that day.
- 62.6 Employees required to work overtime beyond the spread of hours Monday to Friday to beyond 12.30pm on Saturdays, Sunday and Public Holiday will be entitled to a paid meal.

### **63. Fitness for Duty**

- 63.1 It shall be a condition of employment that Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leaders in Environmental Services, Environmental Service Officers and Hydrographic Surveyors maintain a level of fitness consistent with the demands of the position. This will ensure the continued health and safety of SBSOs, BSOs, BEOs, TLs, ESOs and HSs and as such recognises that there is a range of environmental and operational conditions that could impact on the health of an officer.
- 63.2 Subsequent to appointment and, in order to ensure that prescribed fitness standards are maintained SBSOs, BSOs, BEOs, TLs, ESOs and HSs will be required to be medically assessed every two years or on a more frequent basis if indicated by medical advice. Wherever possible medical examinations, to a prescribed format, shall be carried out by the Employer’s Occupational Health Physician, or by other similarly qualified practitioners nominated by the Employer.

- 63.3 The ongoing standard of fitness required of SBSOs, BSOs, BEOs, TLs, ESOs and HSs will be determined as required by the Employer's Occupational Health Physician having regard to the nature of the job and the circumstances under which it is performed. The Employer shall provide a list of suitable female doctors for medicals.
- 63.4 An officer who fails to meet the prescribed fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of fitness required. Subsequently, an officer who fails the medical re-assessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness, will be rehabilitated to another position in accordance with the RMS Fitness To Continue Procedure.
- 63.5 An officer who fails to meet the fitness standards and/or is advised by the consulting physician on lifestyle changes, initiatives to improve fitness or other measures, shall be referred to his/her personal doctor for further investigation. Henceforth any additional costs incurred by the officer, for the purpose of re-gaining the required level of fitness, will be the responsibility of the officer concerned.
- 63.6 SBSOs, BSOs, BEOs, TLs, ESOs and HSs returning to work after long term absences from active work will be required to undergo a periodic assessment before the commencement of duties. Officers returning to active duties after a prolonged illness or injury will be required to submit a private medical clearance before the resumption of duties, as well as undergoing their periodic medical when it falls due.

#### **64. Allowances**

##### 64.1 On-call Allowance

Employees who are rostered to be on call, in the event of an emergency, outside core hours and at weekends and on Public Holidays are entitled to the on call allowance specified in item 19(b) of Schedule B.

##### 64.2 Childcare Allowance

The Employer agrees to provide assistance with the cost of child care fees up to the maximum amount listed in item 21 of Schedule B per child where the Employee's children are in registered/approved child care facilities (ie. long day care and vacation care) in accordance with the RMS Child Care Subsidy Procedure (as varied from time to time).

##### 64.3 Gym Membership

The Employer agrees to provide assistance with the cost of gym memberships up to the maximum amount listed in item 22 of Schedule B in accordance with the RMS Gym Subsidy Scheme (as varied from time to time).

##### 64.4 Environmental Services Master 5 Allowance

Maritime Employees who hold a Master 5 qualification to carry out duties on specific Environmental Services vessels are entitled to the allowance specified in item 23 of Schedule B.

#### **65. Conditions Applicable to Managers in Boating Operations Branch at Salary Levels MA16A, 16AA MA17A and MA17AA.**

- 65.1 The annualised salary covers all incidents of employment and counts for superannuation purposes. All incidents of employment includes ordinary hours, excess hours, time in lieu, overtime and weekend or public holiday penalties. No additional payments will be made nor is time in lieu to be taken or paid.
- 65.2 The annualised salary is payable provided the Managers have worked at least 161 hours per four week cycle averaged over a 12 month period, other than for agreed leave periods. The annualised salary shall cease to be paid if the Manager reverts to the working of 'ordinary hours' for a 35 hour week Employee. In such case the Manager will be paid at the relevant Maritime Officer rate.

- 65.3 For Employees on annualised salary, their ordinary hours shall be worked on any day Monday to Sunday. Ordinary hours will exclude the meal breaks which will be a minimum of 30 minutes subject to operational requirements and not count as hours worked.
- 65.4 Notwithstanding any other provisions of this clause, the Employer and the Employee may agree to other arrangements provided they meet the needs of the business unit and the contract hours are worked within the cycle.

**66. Conditions applicable to Senior Boating Safety Officers (SBSOs), Boating Safety Officers (BSOs) and Boating Education Officers.**

- 66.1 Any reference to Boating Safety Officers should also be read as referring to Senior Boating Safety Officers (SBSOs) and Boating Education Officers (BEOs).
- 66.2 The parties agree to maintain, where necessary, an on call capability to deal with emergencies or other urgent needs or demands which arise from time to time and the deployment of staff within regions to augment resources available for the conduct of special operations.
- 66.3 In order to provide optimum services it is accepted that full staffing will be required during the period 26 December to 28 February (inclusive). Accordingly, in line with business needs, there will be a restriction on taking leave throughout this period unless the leave is approved Sick Leave, Personal Carer's Leave, Parental Leave and approved Extended Leave provided these forms of leave are not to be used in lieu of Annual Leave. The ability to take leave throughout the rest of the year is subject to the needs of each regional business unit.
- 66.4 The annualised salary is only payable when an Employee is routinely working weekends and public holidays in accordance with the ordinary hours of work contained in subclause 66.5, other than for agreed periods when weekend work is not required and periods of annual, parental, maternity, adoption, extended leave, special leave and jury duty or workers compensation until the statutory rate is applied. The annualised salary shall cease to be paid if the Employee ceases to work the required hours of the annualised salary, other than for leave in accordance with this subclause, and the Employee will revert to the relevant pay rate.
- 66.5 Ordinary Hours of Work
- (a) The BSO's role is principally day work. Nothing in this Award is intended to provide any means to either of the parties to convert this work to a quasi shift work arrangement.
  - (b) There are no fixed hours and the expectation is that each BSO will arrange his/her hours to cover the work required. This may involve working more or less than 7.6 hours per day, working additional hours and/or taking time in lieu.
  - (c) The ordinary hours of work shall be worked on any day Monday to Sunday in accordance with the operational needs of the business.
  - (d) The ordinary hours of work shall be an average of 38 hours per week (152 hours for Employees on a 4 week cycle, 304 hours for Employees on an 8 week cycle, and 456 hours for Employees on a 12 week cycle).
  - (e) It is recognised that the usual span of hours will be between 6am and 6pm on any day Monday to Sunday. Employees may be required to work outside the usual span of ordinary hours in accordance with the operational needs of the business unit. Where hours are directed to be worked, and are considered by the Employee to be excessive, the work will be performed, if it is safe to do so, and any such grievance will be progressed in accordance with clause 6 Grievance Procedure of this Award.
  - (f) A meal break will be taken not more than five hours after commencing work and shall be a minimum 30 minutes and will not count as time worked.

- (g) The ordinary hours of work required to be worked shall include two consecutive days off after working 5 days in lieu of a Saturday and Sunday, except in the case of a call out for a designated emergency or as otherwise required by the Employer.
- (h) If a rostered day off falls on a public holiday and the BSO has worked on that day, then an alternative RDO shall be taken. Wherever possible, alternative RDOs will be scheduled so that 2 consecutive RDOs may be taken. The day off will coincide with the Employee's preference where possible.
- (i) Rosters may require Employees to work 15 weekends or the equivalent 30 weekend days between 1 March and 25 December each year, subject to business and rostering needs.

#### 66.6 Additional Hours

- (a) At the request of the Employer, BSOs will undertake duties from time to time outside their usual span of ordinary hours of work as follows:
  - (i) Any hours required to be worked in excess of the ordinary hours of 152 hours per four week period pursuant to subclause 66.5 above are "Additional hours" and must have the approval of the Employer.
  - (ii) A reasonable number of additional hours shall be worked to accommodate the functions of RMS.
- (b) Additional hours worked by BSOs between 0600 and 1800 are to be taken as time in lieu at an agreed time on the basis of one hour for each additional hour worked. In the event that the Employee cannot take the time in lieu within a reasonable time period (or within a three month period), then the Employer may authorise for the additional hour(s) to be paid out at ordinary single time.
- (c) Up to 21 additional hours worked including those gained by working Public Holidays and outside the ordinary span of hours between 26 December and 1 March are to be paid out by the Employer at the ordinary rate of pay unless approval is granted by the Employer for time in lieu to be taken. For any additional hours above 21 hours, such hours are, by agreement between the Employee and Employer, to be paid out at the ordinary rate of pay or taken as time in lieu on the basis of one hour for each additional hour worked. In the event that the Employee cannot take the time in lieu within a reasonable time period (or within a three month period), then the Employer may authorise for the additional hour(s) to be paid out at ordinary single time.
- (d) Notwithstanding other provisions contained in subclause 66.4, an Employee and their Manager may agree to other arrangements provided they meet the needs of the business and the total number of ordinary hours to be worked within the 12 month period.

#### 66.7 Work Outside Ordinary Hours

- (a) Employees may be required to work outside the usual span of hours prescribed in subclause 66.5.
- (b) Hours worked outside the usual span of hours shall accrue as double the usual time in lieu and taken as time off in lieu, provided that where it is not possible to take time off in lieu, the time accrued will be paid out at single time (not taken within a 3 month period).
- (c) The provisions of subclause 66.5(b) above shall not apply in the event of on-water emergencies which began during the usual work period.

For example for 4 hours worked outside the hours of 0600-1800, excluding on-water emergencies, a BSO will accrue 8 hours time in lieu to be taken as 8 hours or paid as 8 hours at single time.

**67. Conditions Applicable to Team Leaders Environmental Services (TLES) and Environmental Services Officers (ESOs).**

- 67.1 The roster and annualised salaries makes provision for:
- (a) 12 hour shifts,
  - (b) working three days on/three days off
  - (c) 190 hours annual leave
  - (d) Ordinary hours being 0600 to 1800 Monday to Sunday
  - (e) Sick Leave and Higher Duties allowance calculated at 10.86 hours a day.
  - (f) 55 minute break
  - (g) Additional 14 minutes paid with the annualised salary at ordinary time rate not the overtime rate.
  - (h) Working 5 public holidays in a twelve month period.
  - (i) Working special aquatic events on Boxing Day, New Year's Eve and Australia Day
  - (j) No accrual of additional hours or time in lieu.
- 67.2 The annualised salary shall count for superannuation purposes.
- 67.3 The annualised salary includes provision to work a rostered 12 hour day, three days on, three days off including weekends and public holidays, other than for approved leave. The annualised salary shall cease to be paid if for any reason the officer reverts to working a 38 hour week instead of the 12 hour day, 3 days on, 3 days off roster including public holidays and special leave events. The Employee will be paid at the applicable Maritime Officer classification.
- 67.4 The ordinary hours of work are up to 12 hours, 0600 to 1800, Monday to Sunday, however, in exceptional circumstances such as aquatic events, start and finish times and the number of hours may be varied to suit business needs, following consultation and reasonable notice.
- 67.5 Overtime shall be paid for hours worked at the following rates:
- (a) double time for hours worked in excess of 12 on Monday to Saturday;
  - (b) double time and a half for hours worked in excess of 12 on Sunday;
  - (c) double time and a half in addition to normal remuneration for hours worked in excess of 12 on a public holiday.
- 67.6 A minimum of four hours shall be paid at the appropriate overtime rate when called back to work for an emergency e.g. oil spill;
- 67.6 Any overtime payable as per this subclause shall be paid on the base hourly rate of the position and not at the annualised rate.
- 67.7 Employees required to work overtime beyond the ordinary spread of hours Monday to Sunday and Public Holidays will be entitled to a Meal Allowance.
- 67.8 Annual and Extended leave may only be taken in accordance with the Leave Roster.

**68. Conditions Applicable to the Payment of Annualised Salaries**

- 68.1 Annualised salaries shall cease to be paid if for any reason an Employee does not work the requisite hours and/or weekends, public holidays or special events and/or reverts to working the 'ordinary hours' applicable to 35 hours or 38 hours per week Employees. In such cases, the Employee shall be paid at the relevant rate contained in the Maritime Officer Scale.
- (a) For Designated Managerial Positions on an Annualised Salary: The annualised salaries covers all incidents of employment including excess hours, time in lieu, overtime and weekend and public holiday penalties. Unless otherwise provided for in this Award, no additional payments will be made nor is time in lieu to be taken or paid. Position holders will be reviewed annually and where the ordinary hours of work are less than 161 per month, the provisions of subclause 68.1 above will apply.
  - (b) For Operational Positions on an Annualised Salary: The annualised salaries cover incidents of employment including working weekends and public holidays, the requisite special aquatic events on Boxing Day, New Years Eve and Australia Day. For Team Leaders, Environmental Services and Environmental Services Officers, the annualised salary also covers ordinary hours of work to include working a 12 hour day, 3 days on and 3 days off.
  - (c) For Investigators on an Annualised Salary: The annualised salary covers all incidents of employment so that the ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period, and includes routinely working outside core hours, and on weekends and public holidays as required by business needs.
  - (d) For SEA Officers and their respective Team Leaders on an Annualised Salary: The annualised salary covers all incidents of employment and includes working outside core hours and occasionally on weekends (excluding public holidays).
  - (e) Remote Supervision positions on an Annualised Salary: The annualised salary covers all incidents of employment and includes the requirement to supervise a large number of people and routinely work outside core hours and on weekends and public holidays.
- 68.2 Certain positions or categories of employment have agreed to be on annualised salaries. Salary grades suffixed with an "A" represent annualised salaries in Part 3 of Schedule A. "AA" also represents an annualised salary but for a different category of Employee.

**69. Competency Progression of Maritime Employees**

- 69.1 All new appointed Boating Safety Officers (BSOs), Product Services Officers (PSOs), permanent full-time Boating Education Officers (BEOs), Associate Auditor/Surveyors (AA/Ss) and Associate Naval Architect (ANA) have a probationary period of six months linked to their competency training program and salary progression system.
- 69.2 SEA Officers have a probationary period of 3 months and may be rotated through sections of the Commercial Vessel Survey and Certification Branch as required by the business.
- 69.3 BEOs are graded as MA5A, and may progress to BSO (subject to merit selection).
- 69.4 BSOs are graded as MA5A - entry level; MA7A - mid level (6 months post appointment); and MA11A - fully competent (12 months post appointment).
- 69.5 PSOs are graded as MA3 and progress through the grades to MA6.
- 69.6 AA/S progress from grade MA7A to MA9A (12 months), to MA11A (24 months), to MA13A (36 months).
- 69.7 The ANA progresses from grade MA7A (entry level) to MA9A (12 months), to MA11A (24 months), to MA13A (36 months).

- 69.8 SEA Officers are initially graded as MA14A and progress to MA15A (24 months).
- 69.9 Maritime Services Trainees are remunerated in accordance with the Crown Employees (Public Service Training Wage) Reviewed Award 2008 contained in the Crown Employees (Public Sector – Salaries 2015 Award whilst under the traineeship.

#### **70. Change of Position**

- 70.1 Current Employees who change their role involving a different skill set to that for which they were employed as PSO to BSO will have a ‘fit for position’ period agreed between the Employer and the Employee and be able to return to their immediately preceding substantive position if either the Employee or Employer find they are not compatible with the new role. If the Employee returns to their substantive position, an unreasonable failure to meet their work requirements may be viewed as a refusal to perform duties.

#### **71. Specific Provisions for Special Extraordinary Aquatic Events**

- 71.1 Maritime Division will determine, in consultation with Employees and /or their Employee representatives, which events fall into the category of Special Extraordinary Aquatic Events and the dates of such events. In such cases the working arrangements/compensation for on-water Employees required to work to support Special Extraordinary Aquatic Events are as follows:

(a) SBSOs and BSOs

If the day falls on an RDO they will be entitled to an alternative RDO at a time which suits business needs.

Where one month’s notice is not given to a BSO that they are required to work on their RDO for a Special Extraordinary Aquatic Event, that BSO will be entitled to an additional RDO of 7.6 hours to be taken subject to needs of each regional business unit.

If the day falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

(b) Team Leaders Environmental Services and Environmental Service Officers

If the days falls on an RDO they will be entitled to an alternate RDO at a time which suits business needs.

If the days falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

If they work more than 12 hours they will be paid overtime.

(c) Hydrographic Surveyors

If the day falls on a normal working day, they will work as normal. If the event is gazetted as Public Holiday they will be paid the appropriate penalty rates for the time worked.

If the day falls on a weekend, they will be paid appropriate penalty rates for time worked.



**SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY****PART 1****Salaried Employee Classifications (including Enforcement Operations Inspectors)**

Unified Salary Scale Grades	2.5% increase 1 July 2015 Per annum \$	2.5% increase 1 July 2016 Per annum \$
Grade 1	36,626	37,542
	40,172	41,176
	45,926	47,074
Grade 2	48,436	49,647
	50,634	51,900
	52,518	53,831
Grade 3	55,765	57,159
	58,377	59,836
	61,097	62,624
Grade 4	62,960	64,534
	65,429	67,065
	68,004	69,704
Grade 5	70,340	72,099
	72,615	74,430
	73,923	75,771
Grade 6	75,546	77,435
	77,839	79,785
	80,386	82,396
Grade 7	82,135	84,188
	85,034	87,160
	86,683	88,850
Grade 8	90,240	92,496
	93,903	96,251
	96,836	99,257
Grade 9	101,291	103,823
	104,200	106,805
	108,890	111,612
Grade 10	111,639	114,430
	116,042	118,943
	122,002	125,052
Grade 11	125,773	128,917
	131,247	134,528
	134,202	137,557
Grade 12	142,056	145,607
	146,202	149,857
	151,309	155,092
Grade 13	155,825	159,721
	159,863	163,860
	167,525	171,713

**PART 2****Professional Engineers**

Engineering Scale	Year	2.5% increase 1 July 2015	2.5% increase 1 July 2016
		Per annum \$	Per annum \$
Cadet Engineer Level 1	-	38,839	39,810
Cadet Engineer Level 2	-	41,082	42,109
Cadet Engineer Level 3	-	43,586	44,676
Cadet Engineer Level 4	-	46,339	47,497
Cadet Engineer Level 5	-	49,920	51,168
Cadet Engineer Level 6	-	50,433	51,694
GRAD Program Engineer	1	71,289	73,071
	2	73,593	75,433
	3	74,920	76,793
Engineer Level 1	1	83,245	85,326
	2	86,184	88,339
	3	87,855	90,051
	4	91,461	93,748
	5	95,169	97,548
	6	98,143	100,597
Engineer Level 2	1	102,657	105,223
	2	105,608	108,248
	3	110,360	113,119
Engineer Level 3	1	113,144	115,973
	2	117,607	120,547
	3	123,648	126,739
Engineer Level 4	1	127,470	130,657
	2	133,017	136,342
	3	136,010	139,410
Engineer Level 5	1	143,968	147,567
	2	148,175	151,879
	3	153,353	157,187
Engineer Level 6	1	157,931	161,879
	2	162,022	166,073
	3	169,786	174,031

Note: All salary rates in this table include 1.35% annual leave loading.

**Professional Engineers Level Descriptions****Engineer Level 1**

The Professional Engineer (as defined) commencement level.

The engineer undertakes initial professional engineering tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

**Classification Level definition**

Under supervision from higher-level Professional Engineers as to method of approach and requirements, the Professional Engineer performs normal professional engineering work and exercises individual judgement and initiative in the application of engineering principles, techniques and methods.

In assisting more senior Professional Engineers by carrying out tasks requiring accuracy and adherence to prescribed methods of engineering analysis, design or computation, the engineer draws upon advanced techniques and methods learned during and after the undergraduate course.

Training, development and experience using a variety of standard engineering methods and procedures enable the Professional Engineer to develop increasing professional judgement and apply it progressively to more difficult tasks at Level 2.

Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.

Work is reviewed by higher-level Professional Engineers for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the Professional Engineer progressively exercises more individual judgement until the level of competence at Level 2 is achieved.

The Professional Engineer may assign and check work of technical staff assigned to work on a common project.

#### Engineer Level 2

##### Classification Level definition

Following development through Level 1 he/she is an experienced engineer (as defined) who plans and conducts professional engineering work without detailed supervision, but with guidance on unusual features and who is usually engaged on more responsible engineering assignments requiring substantial professional experience.

#### Engineer Level 3

##### Classification Level definition

A Professional Engineer performing duties requiring the application of mature professional engineering knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments, the Professional Engineer deals with problems for which it is necessary to modify established guides and devise new approaches.

The Professional Engineer may make some original contribution or apply new professional engineering approaches and techniques to the design or development of equipment or special aspects of products, facilities and buildings.

Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. The Professional Engineer makes responsible decisions on matters assigned, including the establishment of professional engineering standards and procedures, consults, recommends and advises in speciality engineering areas.

Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units. Informed professional engineering guidance may be available.

The Professional Engineer outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, co-ordinate and supervise the work of other professional and technical staff.

#### Engineer Level 4

##### Classification Level definition

A Professional Engineer required to perform professional engineering work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for example, acts as his/her organisation's technical reference authority) in a particular field of professional engineering.

The Professional Engineer:

initiates or participates in short-range or long-range planning and makes independent decisions on engineering policies and procedures within an overall program;

gives technical advice to management and operating departments;

may take detailed technical responsibility for product development and provision of specialised engineering systems, facilities and functions;

co-ordinates work programs; and

directs or advises on use of equipment and material.

The Professional Engineer makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long-range objectives.

Duties are assigned only in terms of broad objectives and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

The Professional Engineer supervises a group or groups including Professional Engineers and other staff, or exercises authority and technical control over a group of professional staff, in both instances engaged in complex engineering applications.

#### Engineer Level 5

##### Classification Level Definition

A Professional Engineer usually responsible for an engineering administrative function, directing several professional and other groups engaged in inter-related engineering responsibilities, or as an engineering consultant. Achieving recognition as an authority in an engineering field of major importance to the organisation.

The Professional Engineer independently conceives programs and problems to be investigated and participates in discussions determining basic operating policies, devising ways of reaching program objectives in the most economical manner and of meeting any unusual conditions affecting work progress.

The Professional Engineer makes responsible decisions on all matters, including the establishment of policies and expenditures of large sums of money and/or implementation of major programs, subject only to overall policy and financial controls.

The Professional Engineer receives administrative direction based on organisation policies and objectives. Work is reviewed to ensure conformity with policy and co-ordination with other functions.

The Professional Engineer reviews and evaluates technical work; selects, schedules, and co-ordinates to attain program objectives: and/or as administrator, makes decisions concerning selection, training, performance management and remuneration of staff.

#### Engineer Level 6

##### Classification Level Definition

A Professional Engineer usually responsible for a high-level engineering administrative and/or management function, directing and taking responsibility for several professional and other groups engaged in inter-related engineering responsibilities, or acts as the principal of a specialist engineering consulting organisation. Has achieved recognition as an authority in an engineering field of major importance to the organisation.

The Professional Engineer independently conceives programs and problems to be investigated and arrives at solutions. Initiates and participates in discussions determining basic operating policies, devising ways or reaching program objectives in the most economical manner and of meeting and overcoming any unusual conditions affecting work progress.

The Professional Engineer takes responsibility for decisions on all matters contained in area of management, including the establishment and promulgation of policies. Directs expenditures of large sums of money and/or implementation of major programs, subject only to overall organisational policy and financial controls.

The Professional Engineer reports only to high-level management and receives direction based on overall organisation policies and objectives. Reviews work assigned by high level management prior to delegation of tasks to others to ensure conformity with organisational policy and co-ordination with other organisational functions and outside agencies.

The Professional Engineer approves critical technical output from areas under management; selects, schedules, and co-ordinates to attain program objectives. As manager, selects upper level staff, and initiates training, performance management and decisions on remuneration of all staff under direction.

### PART 3

#### Maritime Employee Classifications

Level	2.5 % increase 1 July 2015 Per annum \$	2.5% increase 1 July 2016 Per annum \$
<b>Maritime Officer</b>		
1	46,334	47,492
2	50,701	51,969
3	58,866	60,338
4	61,641	63,182
5	66,279	67,936
6	69,406	71,141
7	74,616	76,481
8	78,133	80,086
9	83,996	86,096
10	87,959	90,158
11	94,559	96,923
12	99,015	101,490
13	106,441	109,102
14	111,448	114,234
15	119,803	122,798
16	125,443	128,579
17	134,835	138,206
<b>Annualised Salaries (*)</b>		
5A	85,910	88,058
7A	94,251	96,607
7AA	91,505	93,793
9A	100,709	103,227
10A	107,593	110,283
10AA	107,868	110,565

11A	114,193	117,048
12A	118,648	121,614
13A	118,372	121,331
13B	124,686	127,803
14A	131,083	134,360
15A	139,435	142,921
15AA	140,160	143,664
16A	145,800	149,445
16AA	145,800	149,445
17A	149,639	153,380
17AA	155,191	159,071

\*Includes the following operational positions

Manager, Operations (various)		MA16AA
Team Leader, Commercial Vessel Survey & Certification (various)		MA17A MA16A
Manager, Maritime Investigations		MA17A
Manager, Wharf Safety & Grants		MA17A
Team Leader Initial Survey		MA17A
Team Leader Periodic Survey & SMS		MA17A
Principal Manager		MA17AA
Senior Manager Projects		MA16A
Team Leader Marine Certification		MA16A
Marine Certification Officer		MA11A
SEA Officer		MA14A - MA15A
Senior Maritime Investigations Officer		MA14A
Associate Auditor/Surveyor	Entry Level After 12 months After 24 months After 36 months	MA7A MA9A MA11A MA13A
Associate Naval Architect	Entry Level After 12 months After 24 months After 36 months	MA7A MA9A MA11A MA13A
Senior Boating Safety Officer		MA13B
Boating Safety Officer	Entry Level Intermediate Fully Competent	MA5A MA7A MA11A
Team Leader, Maritime Environmental Services		MA10AA
Maritime Environmental Services Officer		MA7AA
Boating Education Officer		MA5A

**SCHEDULE B - ALLOWANCES AND EXPENSES\***

Item No.	Clause No.	Description	Amount	
			\$	
1	20.2.1(b)	Meal Allowance while Travelling	Per meal	
		Capital Cities & High Cost Country Centres (refer to (5) below)		
		Breakfast	25.90	
		Lunch	29.15	
		Evening Meal	49.65	
		'Tier 2' Country Centres & 'Elsewhere' (refer to (5) below)		
2	23.4	Meal Allowance on Overtime	Per meal	
		Breakfast	28.80	
		Lunch	28.80	
3	20.3	Lodgings	Per Day	Per Hour
		Location	\$	\$
		Capital Cities		
		Sydney	308.45	12.85
		Adelaide	280.45	11.69
		Brisbane	328.45	13.69
		Canberra	291.45	12.14
		Darwin	339.45	14.14
		Hobart	255.45	10.64
		Melbourne	296.45	12.35
		Perth	356.45	14.85
		High Cost Country Centres (NSW)		
		Gold Coast	272.45	11.35
		Gosford	263.45	10.98
Maitland	275.45	11.48		
Newcastle	278.45	11.60		
Orange	278.45	11.60		
Queanbeyan	256.45	10.69		
Wagga Wagga	264.45	11.02		
Wollongong	259.45	10.81		
Port Macquarie	263.45	10.98		
'Tier 2' Country Centres (NSW)				
Bathurst	246.15	10.26		
Broken Hill	246.15	10.26		
Dubbo	246.15	10.26		
Goulburn	246.15	10.26		
Muswellbrook	246.15	10.26		
All other Country Centres (NSW)				
'Elsewhere'	224.15	9.34		
4	20.3	Incidentals allowance (all locations)	18.75	
			per day	
5	20.5.2(b)	Amount for incidentals deducted from actual/reasonable expenses	18.75	
			per week	
6	20.5.2(b)	Maximum allowance for Employee separated from dependents	254.00	
			per week	

7(a)	20.5.9(a)	(i) Allowance for removal of furniture - value of furniture:	7,037.00
7(b)		(ii) If value above amount in (i), Employees receive -	1,126.00
7(c)		(iii) If value below amount in (i), Employees receive -	563.00
7(d)		(iv) If not eligible, Employees shall receive -	281.00
8	20.5.4(c)	Max purchase price of home on which reimbursement of expenses is based	520,000
9	20.5.7(b)	Rental Subsidy - Max amount of allowance to offset increased accommodation costs	51.00
10(a)	20.5.8(a)	Parents to pay first	27.00 per week
10(b)		RMS pays up to a maximum of	56.00 per week
11	20.6	Remote areas allowance (with dependants) Grade A Grade B Grade C  Remote areas allowance (without dependants) Grade A Grade B Grade C	1,970.00 2,613.00 3,490.00  1,375.00 1,832.00 2,445.00
12(a)	20.7	Fares subsidy for climatic area - actual cost less or	48.55
12(b)		Maximum amount for Employee with spouse/dependents; or	325.30
12(c)		Maximum amount for Employee without spouse/dependents	160.70
13	20.9	Sydney Harbour Bridge Allowance for Works Supervisors (100%)	8,517.00 per annum
14	20.5.9(g)	Maximum value of furniture and effects on which risk insurance is paid	38,000.00
15	20.8	First Aid - Holders of St John's Ambulance Certificate or equivalent qualifications	845.00 per annum
16	20.8	First Aid - Holders of current occupational first aid certification issued within the previous three years and in charge of a First Aid room in a workplace of 200 or more	1,269.00 per annum
17	20.4.2(b) 20.5.10(c)	Use of Private Motor Vehicles on Official Business -  Official Business Rate:	0.66/km
18	20.3.3(b) 20.4.2(b) 20.5.6(c) 20.7(e)	Use of Private Motor Vehicles on Official Business -  Specified Journey Rate:	0.264/km
19(a)	20.11	On call allowance (payable to RMS Salaried Employees other than Maritime Employees)	76.00 per day (Mon – Fri)  113.00 per day (Sat, Sun & P. Hol)
19(b)	64.1	On call allowance (payable to Maritime Employees)	\$0.94 per Hour



20	20.5.2(b)	Temporary accommodation beyond first 8 weeks: Actual and reasonable out of pocket expenses for board and lodging less the amount for incidentals	18.75/wk
21	64.2	Assistance with Child Care fees per child (for Maritime Employees)	\$307.04 pa
22	64.3	Assistance with gym fees based on proof of attendance (for Maritime Employees)	\$307.04 pa
23	64.4	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	\$8545.00 p a
24	20.3.1(a)	Applies to RMS Employees required to camp out or make use of caravans or boats for overnight accommodation in the course of their duties, when motel/hotel accommodation Is neither available nor appropriate.	\$41.15 per day
25	20.10(a)	Uniform maintenance allowance - applies to designated RMS Salaried Employees other than Maritime Employees.	\$8.00 per week
26	45.2	Incident co-ordination allowance – applies to Manager – Field Operations & Services and Field Traffic Managers.	38.00 per day (Mon – Fri)  56.00 Per day (Sat, Sun & P. Hol)
27	45.7	Incident management allowance – applies to Traffic Commanders (based on grade and level of Employee)	931.26 per fortnight  to  1009.29 per fortnight

\* Operative from 1 July 2016

## APPENDIX A

### Calculation of Overnight Expenses

#### General

The rates of overnight expenses generally reflect the cost of meals and accommodation at a particular location. Consequently, different daily rates apply to each capital city in Australia and to selected high cost regional centres and a single rate applies to all other country locations.

Expenses are paid from the time of departure from headquarters or permanent residence up to the time the Employee arrives back at their headquarters or permanent residence.

When calculating expenses, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to another.

#### Examples

##### 1. Travel to a Single Destination

An Employee travels from their permanent residence at Grafton to attend a series of meetings in Sydney necessitating an overnight stay. The Employee departs Grafton at 6.00am and arrives back at their permanent residence at 6.00pm the following day.

#### Calculation of expenses

Employees are entitled to claim 1 day 12 hours at the Sydney expense rate.

##### 2. Travel itinerary involving overnight stays at a number of locations

An Employee travels for work purposes from their headquarters in Sydney staying overnight at Newcastle, and Bathurst before returning to Sydney. In this example, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to the next.

The itinerary is as follows:

Day 1 - depart Sydney at 7.00am. Meetings at Newcastle. Overnight Newcastle.

Day 2 - depart Newcastle at 8.00am. Travel to Bathurst for meetings. Overnight Bathurst.

Day 3 - depart Bathurst midday. Travel to Sydney arriving at permanent residence at 5.00pm.

#### Calculation of Expenses

1 day and 1 hour at the Newcastle expenses rate, i.e. from time of departure at Sydney on day 1 (7.00am) to the time of departure from Newcastle on day 2 (8.00am); and

1 day and 9 hours at the Bathurst expenses rate, i.e. from time of departure from Newcastle (8.00am) to time of departure from Bathurst (12.00pm) and travel back to Sydney (5.00pm).

## SCHEDULE C - GRIEVANCE RESOLUTION PROCEDURE

### Grievance Resolution Procedure

#### Section A - Introduction

##### 1 Why is this procedure required and who is it for?

Roads and Maritime Services values the contribution of all staff to the achievement of our business objectives. The Grievance Resolution Procedure provides guidance to all managers and staff on how to raise and address work-related concerns and grievances promptly, impartially and confidentially. This procedure and process may be used by:

staff to address work-related concerns and grievances with other staff, and

managers to resolve work-related concerns and grievances between staff.

The Grievance Resolution Procedure does not cover matters relating to:

work health and safety or compensation [refer - Work Health and Safety Manual]

poor performance issues [refer - Managing Unsatisfactory Performance and Conduct Procedure]

fraud, corruption, maladministration or serious or substantial waste of resources [refer - Corrupt Conduct and Maladministration Prevention Policy and PN 017]

misconduct and disciplinary issues [refer - Discipline Policy], or

personal non-work related concerns or grievances.

This procedure applies to all staff of Roads and Maritime Services, skill hire personnel and professional service contractors.

Read this procedure in conjunction with the Workplace Professionalism and Conduct Policy.

##### 2 Definitions

Term	Definition
Grievance	A clear statement by a staff member of a work-related problem, concern or complaint. Grievances may include matters involving: <ul style="list-style-type: none"> <li>• a workplace communication or interpersonal conflict</li> <li>• allocation of work or development opportunities</li> <li>• changes to work processes or practices, or</li> <li>• the interpretation or application of a workplace policy.</li> </ul>
Grievant	The staff member who has a work-related grievance
Respondent	The staff member who is the subject of a work-related grievance

#### Section B - Procedure

Workplace grievances are work-related problems, concerns or complaints.

Any staff member involved in any way in a grievance matter is protected against action for defamation provided they:

raise the grievance in accordance with this procedure

do not intentionally make a vexatious, malicious or substantially frivolous complaint [see Section 1], and

maintain confidentiality and do not publish or make information available concerning the grievance to persons who are not directly involved in the grievance.

## **1 Vexatious complaints**

Vexatious complaints are those that do not contain sufficient grounds for action. Vexatious complaints include but are not limited to those issues which are raised:

with malicious intent

with the primary intent to divert organisational resources to delay another matter from being expeditiously dealt with

with the sole intention to annoy or harass another person

frivolously, or

are otherwise lacking in substance.

Staff found to be making vexatious and/ or frivolous complaints may be subject to disciplinary action in line with policies and procedures.

## **2 Confidentiality**

All staff involved in a grievance (including its resolution) must maintain confidentiality and only discuss the matter with their manager, nominated support person (if any), other staff involved in the management of the issue, or immediate family members. Any breach of confidentiality may result in disciplinary or legal action.

Any meetings to discuss a grievance must be held privately and, where possible, away from the immediate work area.

## **3 Documentation**

Any documentation relating to addressing grievance matters must be kept securely.

Where the manager addresses grievances directly [see Section 6], they must take brief and factual diary or file notes of all agreed actions and timelines. These notes are to be retained in a secure manner for one year. In addition the manager must complete a Manager/ Supervisor Grievance Report form [No. 731] and forward it by email to the Workplace Conduct and Investigations Unit at [WorkplaceConduct@transport.nsw.gov.au](mailto:WorkplaceConduct@transport.nsw.gov.au) [see Section 6.4].

## **4 Victimisation**

Victimisation is any unfavourable treatment of a person as a consequence of their having lodged a grievance, being the subject of a grievance or being otherwise involved in a grievance.

Staff who raise or are otherwise involved in a grievance, are not to be victimised in any way.

Disciplinary proceedings may be commenced against any staff member who victimises or retaliates against a person lodging or otherwise involved in a grievance.

## **5 Addressing a grievance**

A grievance does not need to be submitted in writing in order for the grievance to be addressed.

Grievances may be referred to the Workplace Conduct and Investigations Unit at any time directly by the staff member, their manager, another senior manager or the General Manager, Human Resources.

### **5.1 Seeking advice**

At any time, staff can seek guidance on policies and procedures by contacting HR Advisory or their union delegate.

Managers may access advice and support from the Workplace Conduct and Investigations Unit.

## **5.2 Local, informal resolution**

Ideally, grievance matters are most effectively addressed informally at a local level between the parties directly involved.

If the person with the grievance feels able, they should discuss the matter with the person involved or with the manager as soon as possible. In many cases, issues are dealt with most effectively in this way and any misunderstandings can be quickly cleared up.

Where informal discussions are not possible or do not resolve the matter, either party can discuss the matter with their manager, a more senior manager, or the Workplace Conduct and Investigations Unit.

## **6 Grievance addressed by manager**

Where the manager is addressing the grievance, in the first instance they can seek advice and guidance from the Workplace Conduct and Investigations Unit.

The manager must inform all participants that the matters under discussion are confidential and participants must not discuss or divulge any information related to the matter with any person not directly involved in the grievance resolution process.

The manager must also encourage all participants to access the Employee Assistance Program for any additional support they may need.

### **6.1 Manager's initial meeting with staff member with a grievance**

The manager is to meet with the staff member who has a grievance (the grievant) within 24 hours of them raising the matter, or as soon as practical.

The purpose of the meeting is to clarify the grievant's concerns and desired outcomes.

At any time during this process and following consultation with the Workplace Conduct and Investigations Unit, the manager may determine:

the matter should be dealt with under a separate process, eg where discipline or work health and safety issues are identified, or

that the grievance is vexatious

and make the appropriate referrals.

Where the manager is of the view that the matter can be dealt with under the Grievance Resolution Procedure, they must inform the grievant that they will discuss the nature of the grievance and any relevant details with the staff member who is the subject of the grievance (the respondent) and, where necessary, any other relevant witnesses.

### **6.2 Meeting with respondent**

The manager must then meet with the respondent as soon as practical to provide information on the details of the grievance, the issues involved and the name of the person who lodged the grievance, so the respondent can respond fully to the manager and provide any relevant information.

The manager must inform the respondent that the manager may discuss the nature of the grievance with relevant witnesses.

### **6.3 Meeting with any witnesses**

The manager may determine that discussions with any witnesses may assist them in the grievance resolution process. The manager must meet with witnesses as soon as practical.

The manager must not provide witnesses with any more information than they need in order to respond to matters requiring confirmation or clarification.

### **6.4 Concluding the grievance**

Once the manager has gathered sufficient information on the matter, they are to convene a meeting with the parties directly involved.

The manager needs to set aside a reasonable period of time for the meeting (2 - 3 hours) and ensure any necessary arrangements are put in place to enable dedicated commitment to the process by all parties.

Depending on the circumstances, joint or separate meetings may be held with the grievant and the respondent. It is preferable that a joint meeting is held as lasting solutions are generally those that are generated collaboratively by the parties involved.

Outcomes can include:

the parties reach agreement

there is an improvement in the immediate circumstances that gave rise to the grievance

outstanding issues remain but the parties agree to disagree and continue to work in a professional manner, and/ or

there is no possible action that can be taken to resolve the matter but the parties accept this and the matter will not be discussed again.

If the grievance is not successfully resolved, the manager can refer the matter to a more senior manager and/ or seek advice and support from the Workplace Conduct and Investigations Unit.

In all cases, the manager must complete a Manager/ Supervisor Grievance Report form [No. 731] and forward it by email to the Workplace Conduct and Investigations Unit at [WorkplaceConduct@transport.nsw.gov.au](mailto:WorkplaceConduct@transport.nsw.gov.au).

## **7 Action by Workplace Conduct and Investigations Unit**

Where a grievance matter has been raised directly with, or referred to, the Workplace Conduct and Investigations Unit (WCIU) are to contact the parties involved, discuss the matter with them and assess the most appropriate action to be taken.

Actions may include one or more of the following:

a facilitated discussion (conducted by the WCIU or another nominated person)

mediation

development of a remedial action plan

referring the matter to be dealt with under a separate process, eg where discipline or work health and safety issues are identified, and/ or formal investigation, or

other appropriate action as determined by the WCIU.

## 8 Grievance appeals

The grievant or respondent may lodge an appeal where they believe that the whole or part of the grievance resolution process did not comply with the requirements of this procedure.

The appeal must be lodged in writing to the Chief Executive, no later than 21 calendar days after the parties have been advised of the outcome.

The Chief Executive is to review the relevant documentation, take any further action they deem necessary and provide formal notification to the parties involved of their decision.

## 2 Supporting Documentation

Name of document	Location	Document Type
Workplace Professionalism and Conduct Policy	Intranet - HR Manual	Policy
Code of Conduct and Ethics	Intranet - HR Manual	Policy

## Section C - Governance

### 1 Roles and Responsibilities

Role	Description
Staff member, skill hire personnel and professional services contractor	Ensure all behaviour is in accordance with the RMS Code of Conduct and Ethics and this procedure Commit to resolving work-related disputes or differences in a constructive, cooperative and timely manner
Manager	Model appropriate behaviours in the workplace and undertake preventative measures in accordance with this procedure Resolve workplace disputes and grievances in a fair and timely manner and in accordance with this procedure

### 2 Policy directory requirements

This Roads and Maritime Services Human Resources Manual policy is approved for use.

Date of approval: XXXXXXXXXXXX.

### 3 Evaluation and review

Review of this procedure is scheduled 2 years from the date of approval.

### 4 Further information

HR Advisory

Intranet: HR@RMS - 'Ask HR a question'

Email: tfnswhr@transport.nsw.gov.au

Phone: 1800 618 445

Workplace Conduct and Investigations Unit

Email: WorkplaceConduct@transport.nsw.gov.au

## Section D - Tools

### Grievance Resolution Flowchart

*(please see file)*

**Section E - Document Control****Version control and change history**

Version number	Approval date	Approved by	Amendment
01	9 August 2012	General Manager Human Resource Strategy	
01.1	9 January 2014	General Manager Human Resources	Updated to meet changes to the management of grievances by Transport Shared Services Workplace Conduct and Investigations Unit
02	9 July 2014	General Manager Human Resources	Updated in accordance with Roads and Maritime Services Consolidated Award 2014
03	14 March 2016	General Manager Human Resources	Updates for Equip implementation.

**SCHEDULE D**

In accordance with clause 3.4(b), the provisions contained in this schedule will apply until the provisions of clauses 21 and 23 of the Award come into effect.

**21. Hours of Work****21.1 Application of this Clause**

- (a) The provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
  - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 41 shall apply);
  - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 42 shall apply);
  - (iii) Work Support Employees (in which case the provisions of clause 43 shall apply);
  - (iv) Traffic Supervisors (in which case the provisions of clause 44 shall apply).
- (c) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

**21.2 Ordinary Hours**

- (a) Unless prescribed otherwise in this Award, the ordinary hours of work are 35 hours per week. The Employer may engage Employees under either a standard hours arrangement or a flexitime arrangement. The Employer may direct Employees to work a standard hours arrangement in exceptional circumstances. The provisions of subclause 21.2 do not apply to those Employees engaged in Shift Work.
- (b) The ordinary hours of Salaried Employees who are engaged on field work shall be 38 hours (if directed). In such case, the Employee shall be paid a loading at the rate of 8.5% of salary; and overtime shall be paid for work in excess of 8 hours on any one day, or 40 hours in any one week, or hours outside the ordinary spread of hours normally worked by Employees on field



work. The loading shall apply to all periods of leave and be taken into account in the calculation of annual leave loading and overtime payments. The loading shall also be taken into account in the monetary value of long service leave on termination of service where the Employee is in receipt of the loading on the day preceding termination.

(c) Standard Hours Arrangement

- (i) The standard hours arrangement involves seven hours per day, 35 hours per week, worked over a five day period Monday to Friday inclusive.
- (ii) For Salaried Employees and Professional Engineers, the ordinary spread of hours for standard hours shall be 8.30am to 4.30pm, with a lunch break to be taken between the hours of noon and 2.00pm daily, provided:
  - (A) the Employer may approve Employees engaged under Salaried Employee Classifications, to vary the ordinary span of hours so that they can be worked between 7.00am to 5.30pm;
  - (B) the Employer may approve Employees engaged under the Professional Engineers Classifications to vary the ordinary span of hours so that they can be worked between 7.30am to 6.00pm;
  - (C) Professional Engineers under the standard hours arrangement must not work more than five hours without a one-hour meal break, taken between noon and 2.00pm unless local arrangements are made in advance, based on the Employee's personal needs or operational needs. In this case, Employees and management may agree to reduce the meal break to a minimum of 30 minutes.
- (iii) For Employees covered by the classifications of Inspector Vehicle Regulations, the ordinary spread of hours for standard hours shall be 6am to 6pm with a lunch break of not less than 30 minutes in the Employee's time; or when rostered at an RMS Safety Station; or where required by the Employer, a 20 minute crib break.

(d) Flexitime arrangement for Salaried Employees and Professional Engineers approved to work under such arrangement

- (i) When working a flexitime arrangement the provisions of RMS' Flexible Working Hours Policy shall apply.
- (ii) Bandwidth is 7.30am to 6.00pm Monday to Friday, unless otherwise approved.
- (iii) Employees are required to work during the core time between 9.30am to 3.30pm.
- (iv) Lunch break of at least 30 minutes between 11.45am and 2.15pm.
- (v) Contract hours in each four week settlement period will be 140 hours.
- (vi) Employees may take one full day of flex leave or two half days during each settlement period. A full flex leave day for a Full-Time Employee is 7 hours. For Part-Time Employees a full day flex leave is the number of ordinary hours the Employee is contracted to work.
  - (vii) The minimum flex leave period that can be taken is one hour.
- (viii) Employees may take flex leave even though it may result in a debit balance.
- (ix) The maximum number of flex days that may be taken or banked each calendar year is 13 days.

- (x) Employees can bank up to four untaken flex days at any one time. Subjected to approval, the Employee can take up to four banked days plus the current settlement period's flex day, to take a maximum of five consecutive working days off at an appropriate time.
  - (xi) A maximum credit of ten hours, in addition to flex days already banked is allowed for each four week settlement period. Time in excess of ten hours (excluding flex days already banked) at the conclusion of the settlement period will be forfeited.
  - (xii) Employees who work fewer than their hours of work during the settlement period can carry over a maximum of 10 hours debit to the next settlement period. Employees who are in debit more than 10 hours at the end of the settlement period must apply for leave for the time in excess of ten hours.
  - (xiii) Where an Employee has accrued 40 days annual leave, unless otherwise authorised by the Employee's manager, flex leave shall only be taken where annual leave has been applied for and approved. If however annual leave has been applied for and declined, the Employee shall be entitled to access flex leave in accordance with the normal approval process.
  - (xiv) Employees may take a half day flex leave in combination with other types of approved leave, provided that the total approved leave for a day equals the standard daily hours applicable to the Employee's classification.
  - (xv) Employees may take flex leave in combination with other types of approved leave.
  - (xvi) Professional Engineers who work on projects shall be entitled to bank flex days over the maximum in 21.2(d)(x), during the project to be taken at the conclusion of the project or at set times during the project, in order to manage sustained high workloads. Such leave arrangements shall be approved by the relevant branch manager. Where it is agreed between the Professional Engineer and the Employer, the Professional Engineer may work a standard hours arrangement.
- (e) Banktime arrangement for Employees covered by Inspector Vehicle Regulations Classifications
- (i) Employees shall work an additional 22 minutes per day on 19 days in each four week work cycle to allow for the accumulated time to be taken off during the next four week cycle.
  - (ii) Subject to subclause 21.2(e)(i), one accrued day off may be taken in each four week work cycle.
  - (iii) The Accrued Day Off will be observed between Monday to Friday (inclusive), normally on the day shift, to suit the needs of the Employer. The day off will coincide with the Employee's preference where possible.
  - (iv) Where an Employee works on the Accrued Day Off, the Employee may elect, where practicable, to have another day off in substitution thereof before the end of the succeeding work cycle. Provided that in such case the accrued entitlements are transferred to the substituted day off.
  - (v) Employees absent from duty on any type of approved leave (sick, annual, leave without pay etc) other than a public holiday will be credited with seven hours in respect of each day absent from duty.
  - (vi) In order to qualify for the 'banktime' entitlement of one day for the work cycle, Employees may, subject to approval make up any time by taking annual leave or leave without pay (1/4 day minimum).
- (f) The ordinary hours of Shift Workers shall be as set out in clause 22.

## 23. Overtime

### 23.1 Application of this Clause

- (a) With the exception of subclause 23.3, the provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
  - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 41 shall apply);
  - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 42 shall apply);
  - (iii) Work Support Employees (in which case the provisions clause 43 shall apply);
  - (iv) Traffic Supervisors (in which case the provisions of clause 44 shall apply).
- (b) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the Specific Provisions shall prevail to the extent of any inconsistency.
- (c) Where overtime occurs on a regular basis, the overtime will be allocated equitably, and rotated amongst available staff.

### 23.2 Payment for Overtime

- (a) Unless prescribed in the Specific Provisions, or any other subclause contained in this Award (including 23.5(b), time off in lieu) applies, any hours worked in addition to or outside the ordinary hours of work shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter subject to the provisions contained in 23.2. For this purpose, each period of overtime shall stand alone.
- (b) For Salaried Employees (including Inspector Vehicle Regulations), other than Shift Workers:
  - (i) who are called out for emergency duty other than on a Saturday, Sunday or public holiday shall be paid a minimum payment of three hours work at overtime rates;
  - (ii) overtime rates shall not be paid for periods of less than one quarter of an hour.
- (c) For Salaried Employees who are Shift Workers:
  - (i) an Employee required to work a shift on a day in which they have been rostered off shall be paid at overtime rates;
  - (ii) an Employee rostered off on a public holiday shall be credited with a day's annual leave for each such day, provided that a six or seven day shift roster is in operation.
- (d) For Salaried Employees and Professional Engineers working under flexible working hours, payment of overtime will be made only for approved work performed outside the bandwidth.
- (e) Works Supervisors and Surveillance Officers who work their normal accrued day off shall be entitled to claim overtime at Saturday rates for the hours worked. Additionally, they shall be entitled to an alternative day off in the next four week cycle. Provided that agreement is reached between Employees concerned and local management, up to four ADOs may be accumulated.

- (f) For Salaried Employees (including Inspector Vehicle Regulations and Employees on Field Work), the following Employees shall not, without the special approval of the Employer, be paid for any overtime worked by them:
- (i) Employees who are paid a special allowance in lieu of overtime;
  - (ii) Administration and Clerical Employees whose salary, and allowance in the nature of salary, exceed that of the top step of USS Grade 9;
  - (iii) Employees engaged on field work who are directed to work 38 hours per week shall be paid a loading at the rate of 8.5% of salary; provided that overtime shall be paid for time so worked in excess of 8 hours on any one day or 40 hours in any one week or outside the spread of hours worked by Employees on field work.
- (g) For Professional Engineers, there is no entitlement to be paid overtime if:
- (i) the Employee is paid an allowance in lieu of overtime;
  - (ii) prior approval has not been given by the Employer to approve overtime; or
  - (iii) the period of overtime worked is less than 15 minutes.
- Employees at Professional Engineer Level 3 and above must have approval to work overtime from the relevant manager. Any overtime approved will normally be calculated at the top step of Professional Engineer, Level 2 unless the relevant manager authorises payment calculated on the Employee's substantive rate.
- (h) All overtime required to be worked shall be approved in advance by the relevant supervisor/manager. Overtime payments are calculated exclusive of any shift loadings and are based on the Employee's ordinary rate of pay.

### 23.3 Reasonable Overtime

- (a) The Employer may require an Employee to work reasonable overtime at overtime rates. An Employee may refuse to work overtime in circumstances where the working of overtime would result in the Employee working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to the Employee's health and safety;
  - (ii) the Employee's personal circumstances including any family and carer responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the Employer regarding the working of overtime, and by the Employee of their intention to refuse the working of overtime; or
  - (v) any other relevant matter.

### 23.4 Overtime Meal Break and Allowance

- (a) Unless prescribed otherwise in 23.4 or any other Specific Provisions, Employees who work more than one and a half hours overtime after their ordinary hours are entitled to a unpaid meal break and a meal allowance as set out in Item 2 of Schedule B.
- (b) Salaried Employees who work overtime that extends beyond 2.00pm on Saturday/Sunday or a public holiday shall be provided with an unpaid meal break of at least 30 minutes and a meal allowance as set out in Item 2 of Schedule B.

- (c) For Salaried Employees, unless the Employee has been notified at least 24 hours in advance of the requirement to work on a day or shift on which they had been rostered off, they shall be paid a meal allowance as prescribed in Item 2 of Schedule B.
- (d) Salaried Employees and Professional Engineers engaged in shift work, who work more than one and a half hours overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay. In such case, Employees are also entitled to a meal allowance as set out in Item 2 of Schedule B.
- (e) Professional Engineers who work more than 2 hours overtime after their ordinary hours finishing time are entitled to a meal break and a meal allowance as set out at Item 2 of Schedule B.
- (e) Professional Engineers who resume work after their overtime meal break who then work a further five hours overtime, are entitled to an additional meal break and a meal allowance.
- (f) Employees who work overtime and are provided with a meal are not entitled to payment of a meal allowance.
- (g) Employees are provided a meal allowance on the condition that:
  - (i) money was spent in obtaining the meal,
  - (ii) at least a 30 minute meal break was taken either before or during working the overtime,
  - (iii) work was resumed after the meal break, unless there is an acceptable reason for taking the meal at the end of the overtime period,
  - (iv) the time taken for the meal break is not regarded as time worked.
- (h) During paid meal breaks Employees must remain available to carry out duties if required.

#### 23.5 Working overtime on a Saturday, Sunday or Public Holiday

- (a) For Salaried Employees (including Inspector Vehicle Regulations) and Professional Engineers, and unless Specific Provisions or any other subclause in this Award applies:
  - (i) subject to 23.5(a)(ii) and (iii), any overtime hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter;
  - (ii) for Salaried Employees on Field work who work shift work hours, an ordinary night shift that commences before and extends beyond midnight Friday shall be regarded as a Friday shift;
  - (iii) for Professional Engineers on temporary night shift, Friday shifts which start before and finish after midnight on Friday shall be paid at ordinary shift rates, and Sunday shifts which start before midnight Sunday are paid at ordinary rates after midnight on Sunday;
  - (iv) any overtime hours worked on a Sunday shall be paid at the rate of double time;
  - (v) any overtime hours worked on a public holiday shall be paid at the rate of double time and a half;
  - (vi) Employees who work overtime on a Saturday, Sunday, or public holiday shall be paid a minimum payment of three hours work at the appropriate overtime rate where the overtime is not at the end or beginning of the ordinary hours worked on a Saturday, Sunday or public holiday.
- (b) Salaried Employees and Professional Engineers who work overtime on a Saturday, Sunday or Public Holiday may, within two working days following so working, elect to take leave in lieu of

payment for all or part of the Employee's entitlement in respect of the hours so worked (ie time for time), provided that:

- (i) leave in lieu of payment shall be taken at the convenience of the Employer;
- (ii) such leave in lieu shall be taken in multiples of a quarter-day only (or minimum period of one hour for Professional Engineers);
- (iii) the maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one day;
- (iv) leave in lieu shall be taken within one month of the date of election, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an Employee may elect to have such leave in lieu added to annual leave credits;
- (v) an Employee shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

### 23.6 Minimum Rest Period

- (a) For Salaried Employees (including Inspector Vehicle Regulations), and unless specific provisions apply, Employees shall not be required to be on duty for more than 16 consecutive hours. After being on duty for 16 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where the Employee is directed to resume without having a rest break of eight consecutive hours payment shall be at the rate of double ordinary time until the Employee is released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.
- (b) Professional Engineers who work overtime are entitled to:
  - (i) a minimum rest period of at least eight consecutive hours off work between ordinary hours shifts;
  - (ii) not being required to be on duty for more than 16 consecutive hours;
  - (iii) a minimum rest break of at least four consecutive hours after working for more than 16 consecutive hours;
  - (iv) payment at the rate of double time or double time and a half on a public holiday until released from work, if the Employee is recalled to work without having had at least eight consecutive hours off work;
  - (v) a further rest period of at least eight consecutive hours if the Employee is recalled to work without initially having had at least eight consecutive hours off work;
  - (vi) if an Employee's usual ordinary hours occur during the minimum rest period of eight hours in (i)-(v) above, the Employee will be paid at their normal salary for the time they are absent.

J.V. MURPHY, Commissioner

## SYDNEY CRICKET AND SPORTS GROUND TRUST SECURITY ENTERPRISE AWARD 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Federation of Employers and Industries, Industrial Organisation of Employers and State Peak Council.

(Case No. 2016/00229329)

Before Commissioner Tabbaa

5 August 2016

### AWARD

#### PART A

#### 1. Arrangement

Clause No.	Subject Matter
1	Arrangement
2	Title of Enterprise Award
3	Parties to this Enterprise Award
4	Definitions
5	Intention
6	Date and Period of Operation
7	Parties Bound
8	Duress
9	Ordinary Hours
10	Rates of Pay and Employee Related Cost Savings
11	Shift Arrangements
12	Event Days and Functions
13	Annual Leave
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#### PART B

#### MONETARY RATES

Table 1

## 2. Title of Enterprise Award

This enterprise award shall be known as the Sydney Cricket and Sports Ground Trust Security Enterprise Award 2016.

## 3. Parties to this Enterprise Award

3.1 The parties to this enterprise award are:

- 3.1.1 the Sydney Cricket and Sports Ground Trust;
- 3.1.2 the Security Staff of the employer; and
- 3.1.3 United Voice New South Wales

## 4. Definitions

For the purpose of this Enterprise Award the following definitions shall apply:

- 4.1 "Enterprise Award" shall mean the Sydney Cricket & Sports Ground Trust Security Enterprise Award.
- 4.2 "Employee" or "Employees" shall mean the Security Staff employed by the Employer.
- 4.3 "Full-time employee" shall mean a permanent employee working an average of thirty-eight ordinary hours per week.
- 4.4 "Part-time" employee shall mean a permanent employee working an average of less than thirty-eight ordinary hours per week.
- 4.5 "Casual Employee" shall mean an employee engaged and paid as such.
- 4.6 "Employer" shall mean the Sydney Cricket & Sports Ground Trust.
- 4.7 "Security Officer Grade C" means a person employed in one or more of the following capacities:
  - (a) to watch, guard and/or protect premises and/or property;
  - (b) to respond to basic fire/security alarms;
  - (c) as an employee stationed at an entrance and/or exit whose principal duties shall include the control and movement of persons, vehicles, goods and/or property coming out of or going into premises or property, including vehicles carrying goods of any description to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant documents and/or gate pass and who also may have other duties to perform and shall include an area or door attendant or commissionaire in a commercial building;
  - (d) lock up gates, stands, buildings and patrol venues on foot or in vehicle;provided that Security Officer Grade C such as hand held scanners or simple closed circuit television systems and may be required to utilise basic keyboard skills in the performance of their duties and may perform incidental duties which need not be of a security nature.
- 4.8 "Security Officer Grade B" shall mean a person employed in one or more of the following capacities in addition to the duties outlined in Security Officer Grade C:
  - (a) use and control of a closed circuit television system;
  - (b) performs the duties of securing, watching, guarding and/or protecting as directed, including responses to alarm signals;



- (c) monitors and acts upon intelligent building management systems;
- (d) acts as two way radio operator as required as part of control room duties;
- (e) records incidents utilising the computer and complies other reports as needed;

provided that a Security Officer Grade B may be required to utilise keyboard skills in the performance of their duties and may perform incidental duties which need not be of a security nature.

- 4.9 "Security Officer Grade A" shall mean a person who, whilst in charge of a shift of one or more Security Officers carries out co-ordinating duties in addition to the normal duties of a Security Officer Grade B.
- 4.10 "The Act" shall mean the Industrial Relations Act 1996 (NSW).
- 4.11 "Seven Day Shift Worker" means an employee who is regularly rostered by their employer to work ordinary hours on Saturdays and/or Sundays.

## **5. Intention**

- 5.1 It is intended that the Enterprise Award will provide a suitable basis for the parties to implement at the organisation level appropriate arrangements to ensure that corporate objectives are met.
- 5.2 The Enterprise Award will help to facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the staff and the community.
- 5.3 The Enterprise Award will provide employees with the ability to work a rotating roster which provides for the equalisation of wages across the employees and better coverage of shifts.
- 5.4 The Enterprise Award will promote harmonious industrial relations at the Sydney Cricket & Sports Ground Trust.

## **6. Date and Period of Operation**

- 6.1 This enterprise award shall operate from the beginning of the first full pay period to commence on or after 20 June 2016 and shall remain in force thereafter for a period of thirty-six months.
- 6.2 The renewal of this Enterprise Award has been made toward improved work practices and the more flexible operation of hours of work as permanent staff. Any further renewal of this Enterprise Award will be considered in the light of progress which may be made towards further improving work practices and the flexibility of hours of work.
- 6.3 During the term of this Enterprise Award the parties agree to confer on other productivity improvements.
- 6.4 This award rescinds and replaces the Sydney Cricket and Sports Ground Trust Security Enterprise Award 2012 published 16 November 2012 (375 I.G. 56), inclusive of variations up to and including those taking effect from 25 November 2015.

## **7. Parties Bound**

This Enterprise Award covers employees employed at the Sydney Cricket and Sports Ground Trust and its employees employed as security personnel, including gatekeepers, security or watching including persons employed in control rooms to monitor, respond to or act upon alarm systems excepting persons employed as typists, stenographers, bookkeepers, switchboard operators or engaged in any clerical capacity whatsoever.

## 8. Duress

The parties to this Enterprise Award declare that this Enterprise Award was not entered into under duress by any party to it.

## 9. Ordinary Hours

- 9.1 The ordinary hours of work for Security Officers covered by this Enterprise Award shall be an average of 38 per week, excluding any overtime worked. The ordinary hours shall be worked on any day Monday through Sunday.
- 9.2 It is agreed between the parties to this Enterprise Award that the ordinary hours of work will encompass shifts at both the Sydney Cricket Ground, the Sydney Football Stadium and other venues as directed.
- 9.3 The ordinary hours of work shall be rostered in one of the following ways:
- (a) shifts of no more than 9.5 ordinary hours and no more than 16 ordinary shifts per 28 day cycle; or
  - (b) shifts of no more than 8 ordinary hours in length.

## 10. Rates of Pay

- 10.1 A Security Officer Grade A shall be paid the rate as set out in Item 1 of Table 1 of Part B of this award for all work performed during ordinary hours.
- 10.2 A Security Officer Grade A shall be paid the rate as set out in Item 2 of Table 1 of Part B of this award for all work performed in excess of ordinary hours.
- 10.3 A Security Officer Grade B shall be paid the rate as set out in Item 3 of Table 1 of Part B of this award for all work performed during ordinary hours.
- 10.4 A Security Officer Grade B shall be paid the rate as set out in Item 4 of Table 1 of Part B of this award for all work performed in excess of ordinary hours.
- 10.5 A Security Officer Grade C shall be paid the rate as set out in Item 5 of Table 1 of Part B of this award for all worked performed during ordinary hours.
- 10.6 A Security Officer Grade C shall be paid the rate as set out in Item 6 of Table 1 of Part B of this award for any hours in excess of ordinary hours.
- 10.7 A casual Security Officer Grade B shall be paid the rate as set out in Item 7 of Table 1 of Part B of this award for all worked performed during ordinary hours
- 10.8 A casual Security Officer Grade C shall be paid the rate as set out in Item 8 of Table 1 of Part B of this award for all worked performed during ordinary hours
- 10.9 A Security Officer required to work a shift in excess of twelve hours will be provided with a meal voucher redeemable at the place of employment or where this is not practical be paid a meal allowance in accordance with the following table.

Meal Allowance to be Paid from the first full pay period commencing on or at 20 June 2016	Meal Allowance to be Paid from the first full pay period commencing on or at 20 June 2017	Meal Allowance to be Paid from the first full pay period commencing on or at 20 June 2018
\$16.90	\$17.32	\$17.75

- 10.10 The rates of pay referred to in Clauses 10.7 and 10.8 are inclusive of all penalty rates, shift allowances, overtime penalties, annual leave and meal allowances.

10.11 The Trust reserves the right to engage additional Security Officers to meet operational requirements.

### **11. Shift Arrangements**

- 11.1 All Officers will be required to perform shifts as outlined in a roster developed by the Trust which may vary from time to time.
- 11.2 Except in the case of emergency or by mutual agreement, the Trust will provide seven days' notice to the Security Officer of a change to their roster.

### **12. Event Days and Functions**

- 12.1 Employees covered by this Enterprise Award will be offered, where available, extra shifts on event days and functions as a crowd safety officer provided they are not rostered to work the shifts outlined in Clause 9.
- 12.2 Where an employee elects to work a second job as a crowd safety officer in accordance with this clause he/she shall be paid under the Sydney Cricket and Sports Ground Trust (Event Day Employees) Award 2014 or any agreement that subsequently rescinds or replaces the aforementioned agreement.
- 12.3 An employee is not obliged to accept any extra shifts offered by the employer pursuant to this clause. An employee has an obligation to ensure that any proposed crowd safety shift does not conflict with their commitments as a full-time Security Officer under this award.

### **13. Annual Leave**

- 13.1 An employee shall be entitled to four weeks annual leave in accordance with the Annual Holidays Act 1944.
- 13.2 Additional Leave for Seven-Day Shift Workers

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

- 13.2.1 If during the year of employment the employee has served continuously as a seven-day shift worker, the additional leave with respect to that year is one week.
- 13.2.2 If during the year of employment the employee has served only a portion of it as a seven-day shift worker, the additional leave is 3 1/4 hours for each completed month of employment as a seven-day shift worker. Where the additional leave is or comprises a fraction of a day such fraction does not form part of the leave period and any such fraction must be discharged by payment only.
- 13.2.3 Where the employment of a seven-day shift worker is terminated and there is thereby an entitlement due under section 4 of the Annual Holidays Act, 1944 (New South Wales), to payment in lieu of an annual holiday with respect to a period of employment such employee is also entitled to an additional payment of 3 1/4 hour's pay for each completed month of service as a seven-day shift worker.
- 13.3 Upon becoming entitled to such annual leave an employee shall be entitled to be paid an annual leave loading of 17½% of the employees ordinary earnings which shall be paid each time the employee takes annual leave.

### **14. Sick Leave**

- 14.1 Employees shall be entitled to up to 5 days sick leave without loss of pay in their first year of service with the employer. Employees shall be entitled to 10 days sick leave in their second and subsequent years of service with the employer.

- 14.2 An employee who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity not due to the employee's own serious and wilful misconduct, shall be entitled to take their sick leave subject to the following conditions:
- 14.2.1 the employee shall not be entitled to paid leave of absence for any period in respect of which there is entitlement to payment under the Workplace Injury Management and Workers Compensation Act 2000 (New South Wales).
- 14.2.2 the employee shall, as soon as possible, and in any event prior to the commencement of shift, inform the employer of such employee's inability to attend for duty and as far as possible, state the nature of the injury of illness and the estimated duration of absence.
- 14.2.3 where an employee does not notify the employer of the employee's inability to attend for duty prior to the commencement of the shift the employee shall not be entitled to payment for the first shift of such absence, provided however, in cases of accident or incapacity to notify, to receive payment for the above the employee shall provide reasonable proof that he/she was unable to notify the employer on account of such accident or incapacity.
- 14.2.4 the employee shall furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed. Provided that a Statutory Declaration shall be accepted in respect of any single day absences, but not more than two such declarations in any one year. Provided further, that where such single day absence occurs before or after a public holiday or rostered day off a medical certificate shall be supplied.

## 15. Personal/Carer's Leave

### 15.1 Use of Sick Leave

- 15.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15.1.3.2 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 14, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- 15.1.2 The employee shall, if required,
- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

### 15.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

15.1.3.1 the employee being responsible for the care of the person concerned; and

15.1.3.2 the person concerned being either:

15.1.3.2.1 a spouse of the employee; or

15.1.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person

as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

15.1.3.2.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

15.1.3.2.4 a same sex partner who lives with the employee as the de factor partner of that employee on a bona fide domestic basis; or

15.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this clause:

1. "relative" means a person related by blood, marriage or affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relative of the other; and
3. "household" means a family group living in the same domestic dwelling.

15.1.3.3 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 22, Grievance and Dispute Resolution Procedure, should be followed.

## 15.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15.1.3.2 above who is ill or who requires care due to an unexpected emergency.

## 15.3 Annual Leave

15.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

15.3.2 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

15.3.3 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

## 15.4 Make-Up Time

15.4.1 An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award, at the ordinary rate of pay.

15.4.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

15.5 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 15.1.2 and 15.1.3.3 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 15.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

**15A. Parental Leave**

- (1) Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
  - (a) the employee or employee's spouse is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.

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

- (3) Right to request
  - (a) An employee entitled to parental leave may request the employer to allow the employee:
    - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
    - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
    - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
  - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
  - (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

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

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

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

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

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

## 16. Bereavement Leave

16.1 An employee shall, on the death within Australia of a member of the employee's family or household (as defined in paragraph 15.1.3.2 of clause 15, Family Leave), be entitled to leave including the day of the funeral of such relation. Such leave, for a period not exceeding two days in respect of any such death, shall be without loss of any ordinary pay which the employee would have received if the employee had not been on such leave. An employee whose relative, as defined, dies outside Australia shall be entitled to leave of one day without loss of any ordinary pay, provided that such leave shall be extended to two days where the employee travels overseas to attend the funeral.

16.2 The rights to such paid leave shall be dependent on compliance with the following conditions:

16.2.1 satisfactory evidence of such death shall be furnished by the employee to the employer; and

16.2.2 the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other entitlements under this award or otherwise.

16.3 Bereavement leave may be taken in conjunction with other leave available under subclauses 15.1, 15.2, 15.3 and 15.4 of Clause 15, Personal/Carers Leave. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

16.4 Bereavement entitlements for casual employees

16.4.1 Subject to the evidentiary and notice requirements in 16.2.1 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 15.1.3.2 of clause 15, Personal / Carer's Leave.

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

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

### **17. Jury Service**

17.1 An employee shall be allowed leave of absence during any period when required to attend for jury service, provided that such leave shall be limited to a maximum of two weeks in any period of jury service.

17.2 During such leave of absence, an employee shall be paid the difference between the jury service fees received and the normal rate of pay as if working.

17.3 An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

### **18. Army Reserve Leave**

18.1 Upon request and subject to the employer's ability to grant leave, an employee shall be allowed leave of absence to attend official army reserve activities.

18.2 Subject to subclause 18.3, such leave of absence shall be without pay.

18.3 In the event that the employer is entitled to claim a payment under the Australian Defence Force Employer Support Payment (ESP) Scheme, an employee may be granted paid army reserve leave to attend official army reserve activities, which will be paid at the rate of:

18.3.1 \$1123.30 per week (or such other amount as is provided to the employer under the ESP Scheme);  
or

18.3.2 the employee's ordinary rate of pay

whichever is the lesser.

18.4 An employee is not entitled to receive paid army reserve leave if he or she is receiving other paid leave such as annual leave or long service leave to attend army reserve activities.

### **19. Public Holidays**

19.1 The following days shall be observed as public holidays:

New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, Tuesday following Easter Monday, and any proclaimed day in lieu thereof for the state.

19.2 An extra holiday in lieu of the Tuesday following Easter Monday may be substituted by another day in the calendar year, where mutual agreement has been reached between the employer and the employee.

19.3 Employees may be directed to work on public holidays as part of their rostered shift at their ordinary rate of pay.

19.4 Days in lieu of working public holidays will not be provided.



19.5 Except in the case of an emergency, a Security Officer Grade C will not be required to work on a public holiday.

## **20. No Extra Claims**

The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

## **21. Grievance and Disputes Resolution Procedure**

21.1 The aim of this procedure is to ensure that during the life of this Enterprise Award, industrial grievances or disputes are prevented or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:

21.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:

21.1.2 The initiator of the dispute may be required to provide in writing the substance of the grievance and state the remedy sought.

21.1.3 The matter is then discussed in a timely way between staff member(s), the supervisor and the manager. If the matter remains unresolved, then:

21.1.4 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.

21.2 Each of the steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.

21.3 If the matter remains unresolved, then, it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the Industrial Relations Act 1996. The parties agree to exhaust the conciliation process before commencing the Arbitration process.

21.4 At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.

21.5 It is agreed that the parties will not deliberately frustrate or delay these procedures.

21.6 Normal work will continue without disruption while these procedures are followed.

## **22. Area Incidence and Duration**

This Enterprise Award rescinds and replaces the Sydney Cricket and Sports Ground Trust Security Enterprise Award 2012 published 22 August 2012 (No. 375 IG 56) as varied.

The purpose of this Enterprise Award is to partially regulate the terms and conditions of employment of Security Staff at the Sydney Cricket Ground, the Sydney Football Stadium and any other sites that the employer may manage.

This Enterprise Award is to read in conjunction with the Security Industry (State) Award and variations thereof. Where there is an inconsistency between the two awards, this award shall apply.

This award shall operate from the beginning of the first pay period to commence on or after 20 June 2016 and shall remain in force for a period of thirty-six months.

### **23. Anti-Discrimination**

- 23.1 It is the intention of the parties bound by this award to seek to achieve the object of in section 3(f) of the Industrial Relations Act 1996 (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex marital status, disability, homosexuality, transgender identity and age.
- 23.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 23.3 Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 23.4 Nothing in this clause is to be taken to affect:
- 23.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation,
- 23.4.2 offering or providing junior rates of pay to persons under 21 years of age,
- 23.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977 (NSW),
- 23.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 23.5 This clause does not create legal rights or obligations in addition to those imposed upon by 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."

### **24. Secure Employment Provisions**

- (a) Objective of this Clause
- The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
- (b) Casual Conversion
- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of nine months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of nine months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
  - (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
  - (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
  - (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
    - (1) whether the employee will convert to full-time or part-time employment; and
    - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
  - (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Workplace Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
    - (1) A "labour hire business" is a business whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to

supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

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

## **25. First Aid Certificates**

The employer will provide relevant first aid training on an as required/a time to time basis for the provision of first aid certificates.

## **26. Security Licence**

- 26.1 It is a condition of employment that employees hold and maintain a valid security licence.
- 26.2 The Trust shall pay to employees a gross amount equivalent to the fee payable by an employee upon application for the renewal of licence under the Security Industry Act 1997 (NSW), subject to the satisfaction of the following conditions:
- (a) The employee is employed by the Trust as at the date of renewal;
  - (b) The employee obtains the renewal of his/her security licence; and

- (c) The employee provides evidence to the Trust of the payment of the relevant fee, as required by the Trust.

### 27. Uniforms

- 27.1 Employees shall be provided with four shirts, two pairs of pants and 1 pair of boots on commencement of employment and thereafter annually.
- 27.2 Uniform items no longer serviceable due to fair wear and tear will be, where necessary replaced subject to an aggregate maximum of eight shirts, four pairs of pants and two pairs of shoes per annum.

## PART B

### MONETARY RATES

Table 1

Item No.	New Rate Per Hour From First Full Pay Period to Commence on or after 20 June 2016	New Rate Per Hour From First Full Pay Period to Commence on or after 20 June 2017 (2.5%)	New Rate Per Hour From First Full Pay Period to Commence on or after 20 June 2018 (2.5%)
1	\$29.20	\$29.93	\$30.68
2	\$43.80	\$44.90	\$46.02
3	\$26.77	\$27.44	\$28.13
4	\$40.16	\$41.16	\$42.19
5	\$21.63	\$22.17	\$22.72
6	\$32.44	\$33.25	\$34.08
7	\$31.45	\$32.24	\$33.05
8	\$24.44	\$25.05	\$25.68

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

## TARONGA CONSERVATION SOCIETY AUSTRALIA SALARIED EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007079)

Before Commissioner Stanton

2 August 2016

### REVIEWED AWARD

#### Arrangement

#### PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Contract of Employment
4.	Classifications and Rates of Pay
5.	Training Competency
6.	Hours of Work
7.	Overtime
8.	Allocated Days Off
9.	Saturday and Sunday Work During Ordinary Hours
10.	Allowances
11.	Lactation Breaks
12.	Leave Conditions and Entitlements
13.	Family and Community Service Leave, Personal/Carer's Leave
13A.	Leave for Matters Arising from Domestic Violence
14.	Public Holidays
15.	Dispute Settlement Procedure
16.	Anti-Discrimination
17.	Merit Selection
18.	Deduction of Union Membership Fee
19.	Secure Employment
20.	Area, Incidence and Duration

#### PART B

#### MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

#### PART A

##### 1. Title

This award shall be known as the Taronga Conservation Society Australia Salaried Employees Award.

## 2. Definitions

- 2.1 Association shall mean the Public Service Association of New South Wales and the Professional Officers' Association Amalgamated Union of New South Wales.
- 2.2 Employer shall mean the Office of Environment and Heritage, at Taronga Conservation Society Australia (Taronga), as defined in Part 2 of Schedule 1 Division of the Government Service in the *Government Sector Employment Act 2013*.
- 2.3 Casual employee means an employee engaged and paid as such but shall not include an employee who is required to work a constant number of ordinary hours each week.
- 2.4 Temporary employee means an employee who is engaged for a short period of time to undertake a specific task and is required to work a constant number of ordinary hours each week.
- 2.5 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

## 3. Contract of Employment

- 3.1 Wherever possible, full-time employment should be implemented.
- 3.2 The employer may employ persons on a part-time basis in any area of operation covered by this award. A part-time employee is, for all purposes of this award, entitled to the same terms and conditions as a full-time employee, provided that in all cases, entitlement is determined on a pro rata basis.
- 3.3 The number of hours per week to be worked by a part-time employee shall be mutually agreed between the employee concerned and the employer, provided that the minimum number of hours worked shall be eight per week.
- 3.4 The terms and conditions of part-time work, except as provided for in this award, shall be those determined under the Government Sector Employment Act 2013.
- 3.5 Nothing in this award shall affect the right of the employer to dismiss an employee without notice for neglect of duty or misconduct or inefficiency or incompetence, in which case wages shall be paid to the time of dismissal, only provided that no employee shall be dismissed without notice for:
- (a) sickness, accident or injury if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day;
  - (b) any other reasonable cause if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day.
- 3.6 Notwithstanding anything hereinbefore contained, an employee shall not be given notice or dismissed, except for misconduct while legitimately absent from duty on accrued sick leave or annual leave.
- 3.7 An employee not attending for duty shall lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award and the non-attendance was accordingly authorised.
- 3.8 Probationary Period -
- (a) Employees engaged as ongoing employees without any previous service with the employer may be engaged for a probationary period of twelve months. During this period of probationary employment such ongoing employees may be terminated with one week's notice and temporary and casual employees with one hour's notice.

- (b) No other probationary periods shall apply.

#### 4. Classifications and Rates of Pay

4.1 The minimum rates of pay for all classifications covered by the award are set out Part B Monetary Rates, Table 1 - Rates of Pay.

4.2 The grading requirements for horticulturists employed before 1 July 2010 are as follows:

- (a) Garden Labourer - performs basic tasks associated with horticulture and works under limited supervision.
- (b) Horticulture Labourer - undertaking TAFE certification or equivalent in horticultural trade.
- (c) Horticulturalist Level 1 - has completed recognised Trade/Horticultural Certificate III or equivalent experience and has limited supervisory experience.
- (d) Horticulturalist Level 2 - has well developed zoo horticultural experience in areas such as bush regeneration, landscaping, nursery and maintenance.
- (e) Horticultural Technician - proven managerial experience and communicates technical data and information; may also have higher qualification.
- (f) Senior Horticultural Technician - has proven research skills and horticultural experience with at least 3 years experience in zoological horticulture or demonstrated experience in public park management, exhibit design and maintenance.
- (g) Conditions of progression for gardeners will be developed and agreed between the parties, such progression to be based on the recognition of skills attained.

4.3 The grading requirements for gardeners and horticulturists are as follows:

- (a) Horticultural Apprentice:
  - (i) Works under close direct supervision performing basic tasks using basic hand tools or equipment for which either no previous training or experience is required.
  - (ii) Carries out general grounds maintenance including: maintaining current flora displays, planting and establishing new flora displays.
- (b) Gardener:
  - (i) Performs basic tasks associated with horticulture and gardening and works under supervision.
  - (ii) Carries out general grounds maintenance including: maintaining current flora displays, weeding, mowing lawns and trimming hedges.
- (c) Horticulturalist:
  - (i) Has completed recognised Trade/Horticulture Certificate or equivalent experience and has limited supervisory experience.
  - (ii) Carries out horticultural duties including: administering approved chemicals and species identification.
  - (iii) Carries out general grounds maintenance including: maintaining current flora displays.
  - (iv) Provides technical expertise and advice to labouring resources in carrying out of general grounds maintenance (including remnant bush areas and browse plantation).



- (v) Assists with supervising and training of apprentices.
- (d) Horticultural Supervisor:
  - (i) Supervises the maintenance of grounds including the supervision of labouring and horticultural resources (including remnant bush areas and browse plantation).
  - (ii) Supervises labouring and horticultural resources.
- (e) Progression within a classification will occur on the anniversary of an employee's appointment, or the date at which they were appointed to their current classification grade. Employees may only progress within the classification they are appointed to (ie: Apprentice, Gardener, Horticulturalist, and Horticultural Supervisor).
- (f) Progression is subject to a satisfactory performance review at the employee's current classification grade in accordance with Taronga Conservation Society Australia's performance management procedures.
- (g) Appointment of employees to higher classifications will be through a merit selection process when vacancies arise.

4.4 The appointment/progression requirements for keeping grades are as follows.

- (a) Trainee Keeper Level 1
  - (i) No paid animal related industry experience required.
  - (ii) Undertakes Trainee Skills Assessment Workbook.
  - (iii) Works under direct supervision.
- (b) Trainee Keeper Level 2
  - (i) At least 1 year of paid animal husbandry related industry experience.
  - (ii) Existing employees must have demonstrated satisfactory progress in completing Trainee Skills Assessment Workbook.
  - (iii) Enrolled in a Certificate III in Captive Animals.
  - (iv) Existing employees must be satisfactory in general competencies.
  - (v) Works under direct supervision.
- (c) Trainee Keeper Level 3
  - (i) At least 2 years of paid animal husbandry related industry experience.
  - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
  - (iii) Enrolled in a Certificate III in Captive Animals.
  - (iv) Existing employees must be satisfactory in general competencies.
  - (v) Works under minimum supervision.
- (d) Trainee Keeper Level 4

- (i) At least 3 years of paid animal husbandry related industry experience.
  - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
  - (iii) Enrolled in a Certificate III in Captive Animals.
  - (iv) Existing employees must be satisfactory in general competencies.
  - (v) Works under limited supervision.
- (e) Keeper Level 1
- (i) Possession of Certificate III in Captive Animals or equivalent.
  - (ii) At least 4 years paid animal husbandry related industry experience.
  - (iii) Existing employees must have satisfactorily completed the Trainee Skills Assessment Workbook.
  - (iv) Existing employees must be satisfactory in general competencies.
  - (v) Undertake Keeper Skills Assessment Workbook.
- (f) Keeper Level 2
- (i) Possession of Certificate III in Captive Animals or equivalent.
  - (ii) At least 5 years paid animal husbandry related industry experience of which at least one year has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
  - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
  - (iv) Existing employees must be satisfactory in general competencies.
- (g) Keeper Level 3
- (i) Possession of Certificate III in Captive Animals or equivalent.
  - (ii) At least 6 years paid animal husbandry related industry experience of which at least two years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
  - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
  - (iv) Existing employees must be satisfactory in general competencies.
- (h) Keeper Level 4
- (i) Possession of Certificate III in Captive Animals or equivalent.

- (ii) At least 7 years paid animal husbandry related industry experience of which at least three years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
- (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
- (iv) Existing employees must be satisfactory in general competencies.
- (i) Senior Keeper Level 1
  - (i) Possession of the Certificate III in Captive Animals or equivalent.
  - (ii) 8 years paid animal related husbandry industry experience, of which at least four years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
  - (iii) High level of skill in species management e.g. be able to work on regional stud books (training by ARAZPA or equivalent or having an approved mentor on site); or have a very high level of animal management skills.
  - (iv) Existing employees must have satisfactorily completed the Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
  - (v) Existing employees must be satisfactory in general competencies.
- (j) Senior Keeper Level 2
  - (i) Possession of the Certificate III in Captive Animals or equivalent.
  - (ii) 9 years paid animal related husbandry industry experience, of which at least five years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
  - (iii) Develop contributions in an area of specialisation or have a very high level of animal management skills and be able to undertake international stud bookkeeping.
  - (iv) Existing employees must have successfully completed a substantial Taronga Zoo or Taronga Western Plains Zoo project approved by the relevant Unit Supervisor and Precinct Manager and endorsed by the Wildlife Conservation Operations Manager. New employees must demonstrate a similar achievement. Senior Keepers Level 2 should always be undertaking an approved project once classified at Level 2.
  - (v) Existing employees must have satisfactorily completed the Senior Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
  - (vi) Existing employees must be satisfactory in general competencies.
- (k) Keeper Grade 4 Level 2 (Specialist) (only available to ongoing employees employed as a Keeper on 8 December 2005).
  - (i) Minimum of 3 years' experience as Divisional Supervisor and,

- (ii) Possession of a tertiary qualification or extensive management training or works with outside agencies; and is a qualified technician.
- (l) Keeping Unit Supervisor
  - (i) Appointment by merit based selection.
  - (ii) Possession of the Certificate III in Captive Animals or equivalent.
  - (iii) Demonstrated experience and expertise relevant to the role.
  - (iv) Demonstrated supervisory skills.
- (m) Relevant experience, skills, qualifications and study undertaken will be taken into account in determining the grade and level to which a temporary or ongoing keeping employee will be appointed.
- (n) A keeping employee, except a casual employee, will progress through the classifications of Trainee Keeper, Keeper and Senior Keeper depending on acquisition of qualifications, skills and experience as set out in the appointment/progression requirements.
- (o) A casual keeping employee will be paid one of the following rates depending on qualifications:
  - (i) An employee who does not possess a Certificate III in Captive Animals (or equivalent) will be paid at Trainee Keeper Level 1.
  - (ii) An employee who possesses the qualifications and experience to be appointed as a Keeper will be paid at Keeper Level 1, unless a higher level of responsibility is required, in which case an employee will be paid at the level of the work they are required to perform.
- (q) A casual keeping employee will not progress within the Trainee Keeper or Keeper grades.
- (r) Appointment to the roles of Unit Supervisor will be through merit-based selection.
- (s) A temporary assignment allowance will be paid to keeping employees who temporarily relieve as a Keeping Unit Supervisor for a period of 5 consecutive working days or more. The allowance is the difference between the base salary of the relevant Keeping Unit Supervisor Grade and the substantive salary of the relieving employee. If only a proportion of the duties of the higher graded role are required to be performed by the relieving employee, the allowance will be paid on a pro rata basis. The allowance will not be paid on any leave taken by the relieving employee during the period of relief except when the employee has been relieving in the role for more than 12 months.
- (t) Before an employee commences relief as a Keeping Unit Supervisor, the relevant manager will discuss with them the duties they will be required to perform, the criteria for determining the proportion of the allowance to be paid to them and the delegated responsibilities they will be expected to exercise during the relief period.

#### 4.5 Designer Classifications

Designers employed before 1 July 2010 will be classified and paid in accordance with the classifications and rates of pay for Designers (Exhibitions and Publications in Part B, Table1) and will progress annually. Any designer employee engaged on or after 1 July 2010 will be employed against the following classification structure and will not have access to the previous classification structure.

Progression between Junior Designer, Designer and Senior Designer will be based on merit selection processes, when vacancies arise.

- (a) Junior Designer

- (i) Has completed a recognised qualification, from TAFE, university or accredited and acknowledged private college.
  - (ii) Works under direct supervision or guidance of Senior Designer or Design Manager.
  - (iii) Develops draft concepts in response to design briefs, in consultation with Senior Designer or Design Manager.
  - (iv) Alters concepts at the direction of Senior Designer or Design Manager
- (b) Designer:
- (i) Has completed a recognised qualification, from TAFE, university or accredited and acknowledged private college.
  - (ii) Works under limited supervision or guidance of Senior Designer or Design Manager.
  - (iii) Develops concepts in response to design briefs, before review by Senior Designer or Design Manager.
  - (iv) Responsible for taking design briefs from internal clients.
- (c) Senior Designer:
- (i) Degree qualified with extensive design experience.
  - (ii) Limited experience supervising more junior designers in the development and delivery of work.
  - (iii) Responsible for commissioning and managing photographic shoots.
  - (iv) Responsible for the autonomous project management of client work, including scheduling deliverables and proofing process.
  - (v) Provides design direction and guidance for Designers, Junior Designers and some external, contract designers in the development of design concepts.

### **5. Training Competency**

- 5.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
- 5.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 5.3 Any direction issued by the employer pursuant to subclauses 5.1 and 5.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 5.4 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level within the classifications. Such competencies shall be developed having regard to National Competency Standards.
- 5.5 The employer will support the progression of ongoing staff through their classification streams by the provision of training, mentoring and support as appropriate.

## 6. Hours of Work

- 6.1 The ordinary hours of work shall be an average of 38 per week over a 152-hour month, Monday to Sunday inclusive. Rosters shall, wherever possible, be agreed between the employer and employee. There shall be a specified meal break agreed between the employer and the employee of not less than half an hour and not more than one hour. One week's notice shall be given to an employee of any changes of starting and finishing times and lunch breaks, except in the case of emergency.
- 6.2 Hours of work shall be either day shift or afternoon shift:
- (a) Day shift hours shall be worked between the hours of 6.00 a.m. and 6.00 p.m.
  - (b) Afternoon shift is any shift that finishes after 6.00 p.m. and before midnight.
- 6.3 A 15 per cent allowance shall be paid for work performed on an afternoon shift. This allowance is not cumulative upon the allowances paid for work performed on Saturdays, Sundays and public holidays.

## 7. Overtime

- 7.1 Where an employee is directed to work in excess of an average of 38 hours per week over a 152-hour month, Monday to Sunday inclusive, the employee may elect for compensation purposes between monetary payment or time-in-lieu.
- 7.2 For all work done outside ordinary hours the rates of pay shall be time and one-half for the first two hours and double time thereafter.
- 7.3 For the purposes of this clause, ordinary hours shall mean the hours of work fixed in accordance with clause 6, Hours of Work. The hourly rate when computing overtime shall be determined by dividing the appropriate rate by 38 even in cases where an employee works more than 38 ordinary hours in a week.
- 7.4 When an employee is required to work overtime beyond 6.30 pm, Monday to Sunday inclusive, they shall be provided with a meal or the appropriate meal allowance. The overtime allowance shall be paid in accordance with item No.1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. It is the intention of the parties to this award that such allowance shall be paid in an amount equivalent to that available to members of the Public Service as defined under the Government Sector Employment Act 2013 and shall be varied to maintain that equivalent relationship.
- 7.5 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate as prescribed in subclause 7.2 for each time they are so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.
- 7.6 Where an employee elects for payment as time in lieu of overtime worked, such time in lieu is to be calculated as per the monetary calculation for overtime worked.
- 7.7 Time in lieu of overtime worked may be taken by the employee as allocated days off (ADO) or added to annual leave.
- 7.8 Any day or days added in accordance with subclause 7.7 shall be the working day or working days immediately following the annual leave period to which the employee is entitled under clause 12, Leave Conditions and Entitlements.
- 7.9 Subject to subclause 7.10, the employer may require an employee to work reasonable overtime at overtime rates.
- 7.10 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

- 7.11 For the purposes of subclause 7.10 what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
  - (b) the employee's personal circumstances including any family and carer responsibilities;
  - (c) the needs of the workplace or enterprise;
  - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (e) any other relevant matter.

### **8. Allocated Days Off**

- 8.1 Where possible, allocated days off (ADOs) shall be scheduled by mutual agreement between employees and the employer. ADOs may be accumulated up to a maximum of ten days. Accumulation of ADOs in excess of ten days shall require the approval of the employer.
- (a) Except as provided by subclause 8.1 of this clause, an employee shall be advised by the employer at least four weeks in advance of the week-day which is to be the ADO.
  - (b) The employer with the agreement of the employee concerned may substitute the day an employee is to be allocated off duty for another day in the case of an emergency or to meet the requirements of a particular establishment.
  - (c) An individual employee with the agreement of the employer may substitute the day such employee is allocated off duty for another day.

In the event that an employee's ADO is a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.

- 8.2 Allocated Day Off Falling on a Public Holiday - In the event of an employee's ADO falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day shall be determined by the employer.
- 8.3 Work on Allocated Day Off - Subject to subclause 8.1 any employee required to work on their ADO shall be paid in accordance with the provisions of clause 7, Overtime.

### **9. Saturday and Sunday Work During Ordinary Hours**

- 9.1 Employees except gate receptionists required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:
- Saturday Work - Time and one-half;
- Sunday Work - Time and three-quarters.
- 9.2 Employees rostered for duty on Saturdays and Sundays, if advised at starting time of the day in question by the employer that they are not required, shall be paid for two hours at double time rates; provided that a keeper or gardener called upon to work on a public holiday shall be paid for a minimum of six hours at the appropriate penalty rates; all other staff shall be paid for a minimum of three hours at the appropriate penalty rate.
- 9.3 When shift work is performed on Saturdays and Sundays the shift allowance prescribed in clause 6, Hours of Work, is not paid.

## 10. Allowances

- 10.1 First-aid Allowance - A standard first-aid kit shall be provided and maintained by the employer in accordance with the Work Health and Safety Act 2011. In the event of any serious accident happening to any employee whilst at work the employer, at the employer's own expense, shall provide transport facilities to the nearest hospital or doctor. An employee who is a qualified first-aid attendant and who is required to carry out the duties of a qualified first-aid attendant shall be paid an additional amount as provided in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. It is the intention of the parties to this award that such allowance shall be paid in a weekly amount equivalent to that available to members of the Public Service as defined under the Government Sector Employment Act 2013 and shall be varied to maintain that equivalent relationship. The weekly rate applicable will be referable to the annual allowance payable pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2012 paid on a weekly basis and calculated as follows:

Annual Allowance/365.25 x 7 = Weekly Allowance

Casual employees shall be paid an additional amount as set in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- 10.2 Uniforms - Where a uniform (which may include overalls) is required to be worn, and the cost of any laundering is not borne by the employer, a laundry allowance as set in Item 4 of Table 2 shall be paid
- 10.3 Disability Allowance - Zookeepers employed prior to 1 July 2010 working at Western Plains Zoo shall be paid an allowance at the rate as set in Item 5 of Table 2 which shall be treated as part of the ordinary wage for all purposes of this award.
- 10.4 Meal Allowance on one day journeys - An employee who is authorised to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 6 of Table 2 Other Rates and Allowances of Part B Monetary Rates for:-
- (a) breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
  - (b) an evening meal when required to travel until or beyond 6.30 p.m.; and
  - (c) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal place of work at the time of taking the normal lunch break.

However, meal expenses will not be payable on one-day journeys when the journey is between Taronga Conservation Society Australia work sites, for example, as between Taronga Zoo and Western Plains Zoo.

It is the intention of the parties to this award that such allowance shall be paid in an amount equivalent to that available to members of the Public Service as defined under the Government Sector Employment Act 2013 and shall be varied to maintain that equivalent relationship

- 10.5 All allowances with the exception of subclauses 10.3 and 10.4 shall be moved in accordance with State Wage Case decisions.

## 11. Lactation Breaks

- 11.1 This clause applies to 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.
- 11.2 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.



- 11.3 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.
- 11.4 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.
- 11.5 The Department Head shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 11.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 11.7 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.
- 11.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 79, Sick Leave of this award, or access to the flexible working hours scheme provide in Flexible Working Hours of this award, where applicable.

## 12. Leave Conditions and Entitlements

- 12.1 All employees shall be entitled to leave in accordance with the Government Sector Employment Act 2013.12.2 In addition to subclause 10.1 of this clause, employees shall be entitled to additional parental leave entitlements as follows:
- (a) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement of Unpaid Parental Leave, in the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (b) The employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act*) because:
- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.
- The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (c) Right to request
- (i) An employee entitled to parental leave may request the employer to allow the employee:
- (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

(iii) Employee's request and the employer's decision to be in writing

The employee's request made under (c)(i) and the employer's decision made under (c)(ii) must be recorded in writing.

(iv) Request to return to work part-time

Where an employee wishes to make a request under (c)(i)(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(d) Communication during parental leave

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

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

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

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

(iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (d)(i).

12.3 Casual employees shall also receive unpaid Personal Carer's entitlement and Bereavement entitlement as follows;

(a) Personal Carers entitlement for casual employees

(i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in subclause 11.1 of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).

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

- (iii) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (iv) The casual employee shall, if required,
  - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

(b) Bereavement entitlements for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (ii) The employer and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

**13. Family and Community Service Leave, Personal Carer's Leave**

13.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:

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

- (i) "relative" means a person related by blood, marriage or affinity;
- (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (iii) "household" means a family group living in the same domestic dwelling.

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

- (a) Such unplanned and emergency situations may include, but not be limited to, the following:-
  - (i) Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
  - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
  - (iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
  - (iv) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
  - (v) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Executive Director and Chief Executive considers the granting of family and community service leave to be appropriate in a particular case.
- (b) Family and community service leave may also be granted for:
  - (i) An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a role of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
  - (ii) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.
- (c) Family and Community Services Leave replaces Short leave

13.3 Family and community service leave shall accrue as follows:

- (a) The maximum amount of family and community services leave on full pay that may be granted to an employee is:
  - (i) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or

- (ii) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.
  - (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
  - (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in subclause 13.1.
- 13.4 Use of Sick Leave to care for a sick dependant - general - When family and community service leave, as outlined in paragraph 13.3 is exhausted, the sick leave provisions under subclause 13.5 may be used by an employee to care for a sick dependant.
- 13.5 Use of sick leave to care for a sick dependant - entitlement
- (a) The entitlement to use sick leave in accordance with this clause is subject to:
    - (i) the employee being responsible for the care and support of the person concerned, and
    - (ii) the person concerned being as defined in subclause 12.1.
  - (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
  - (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
  - (d) In special circumstances, the Executive Director and Chief Executive may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph 12.5 (c).
  - (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
  - (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
  - (g) Wherever practicable, the employee shall give the Executive Director and Chief Executive prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Executive Director and Chief Executive beforehand, notification should be given by telephone at the first opportunity on the day of absence.
  - (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

### **13A. Leave for Matters Arising from Domestic Violence**

13A.1 The definition of domestic violence is found in sub clause 2.5, of clause 2 Definitions, of this award;

- 13A.2 Leave entitlements provided for in clause 13, Family and Community Service Leave, Personal/Carer's Leave, and sick leave entitlements in clause 12, Leave and Entitlements, may be used by an employee experiencing domestic violence;
- 13A.3 Where the leave entitlements referred to in sub clause 12.2 are exhausted, the employer shall grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- 13A.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 13A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 13A.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

#### **14. Public Holidays**

- 14.1 All statutory and proclaimed public holidays shall be holidays for the purpose of this award.
- 14.2 Employees shall be paid for all ordinary time worked on public holidays at the rate of double time and one-half
- 14.3 Where a holiday occurs on the rostered day off of a seven-day shift worker, other than an ADO given pursuant to the provisions of clauses 6, Hours of Work, and 8, Allocated Days Off.
- (a) if such employee is not required to work on that day the employer shall pay such employee the ordinary pay in respect of such day;
- (b) if such employee is required to work on that day the employer shall pay such employee the ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours and double time and one-half thereafter.
- 14.4 When shift work is performed on Public Holidays, the shift allowance prescribed in the said clause 6 is not paid.

#### **15. Dispute Settlement Procedure**

- 15.1 When any claim or dispute arises at the workplace the employee(s) concerned will take the matter up with their immediate supervisor. The supervisor is to be given the opportunity to investigate the matter and provide a response to the grievance or claim.

The supervisor will advise the employee(s) concerned of the time by which an answer will be provided.

- 15.2 If the claim or dispute is not resolved between the employee(s) and their immediate supervisor, or where the matter is of such a nature that direct discussion between the employee(s) and their supervisor would not be appropriate, the employee(s) shall notify the Association delegate(s) who shall then take the matter up with the appropriate Manager.
- 15.3 If the claim or dispute has not been settled by the immediate supervisor or Manager, or if any party so requests, the matter will be discussed as soon as practicable between a representative of the Association concerned and appropriate senior management representatives, which may include staff of the Human Resources Division.
- 15.4 If the claim or dispute remains unresolved the parties agree that it may be referred to the appropriate industrial tribunal.

- 15.5 Nothing contained in these procedures will preclude the employer and the Association from entering into direct negotiations on any matter.
- 15.6 Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied.
- 15.7 The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

### **16. Anti-Discrimination**

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

### **17. Merit Selection**

- 17.1 Merit selection is based on:
- (a) A competitive selection process;
  - (b) A selection process which assesses all applicants equally against job related criteria;
  - (c) Open access to job opportunities; and
  - (d) An independent selection process in accordance with this clause.
- 17.2 Selection Panel
- (a) A selection panel shall include:
    - (i) the immediate supervisor or line manager of the vacant role which is the subject of the selection and recruitment process ("vacant role");

- (ii) a person having some expertise in or knowledge of the nature and requirements of the vacant role, or otherwise having some familiarity with the operational and human resources needs and workplace culture of the employer; and
  - (iii) an independent person referred to in paragraphs 16.2(c) and 16.2(f) ("independent").
- (b) Selection panels shall preferably comprise three persons, but may comprise a minimum of two persons (including an independent) in particular for entry level roles. In all cases there should be at least one female and one male person on the selection panel.
- (c) If, after taking the steps referred to in paragraph 16.2(d), to obtain a person who is not, and preferably has not been, employed by the employer ("external independent") to be included on a selection panel, the employer determines that it is not possible or practicable to do so, it shall record the steps taken by it, and the reasons it was not able, to obtain an external independent. The record shall be in writing recorded on the recruitment file and will be made prior to the culling of any applicants for the vacant role.
- (d) For the purposes of paragraph 16.2(c) the relevant steps are:
  - (i) making requests of at least three public sector agencies that they make available to the employer an external independent; and
  - (ii) in the event that an external independent cannot be procured pursuant to a request made under of subparagraph 16.2(d)(i) or by way of any reciprocal arrangement referred to in paragraph 16.2(e), seeking the assistance of the Public Service Commission to identify public sector agencies which may have available external independents.
- (e) To facilitate obtaining external independents for selection panels, the employer will to the extent practicable attempt to establish and to the extent practicable utilise, reciprocal arrangements or networks with public sector agencies ("reciprocal arrangements").
- (f) Where the employer has not been able to obtain an external independent to sit on a selection panel, then the independent utilised for that purpose will be a person who:
  - (i) where possible, does not have any close professional or personal affiliation with any applicant for the vacant role, but who shall nevertheless declare in writing to the other members of the selection panel the nature of any such affiliation;
  - (ii) is not employed in the same division of the employer as that in which the vacant role is situated.
- (g) Nothing in this clause should be construed as requiring the employer to pay external independents for their participation on selection panels.
- (h) The employer aims to have a selection committee made up of members who are able to act independently in their decision making. Where practicable the same members of the selection panel should take part in all stages of the selection process from initial cull to signing of the selection panel report.
- (i) The convener is responsible for ensuring that:
  - (i) equity principles are applied during the recruitment process;
  - (ii) documentation of the selection process is completed and returned to the relevant recruitment personnel; and
  - (iii) appropriate feedback is provided to the unsuccessful applicants.
- (j) All members of the selection panel have an obligation to ensure equity principles are implemented. Any individual member who does not support the outcome of the selection process should submit a separate report.



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

- 18.1 The Association must provide the employer with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules. For the purposes of this clause, this amount is referred to as "the Fortnightly Membership Fee".
- 18.2 The Association must advise the employer of any change of the Fortnightly Membership Fee, consequent upon a variation of the annual union membership fee as provided in the Association rules. Any variation to the Fortnightly Membership Fee shall be provided to the employer at least one month in advance of the variation taking effect. No more than two variations will be effected in any financial year.
- 18.3 Subject to 18.1 and 18.2 above, the employer must deduct the Fortnightly Membership Fee from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions. However, deduction of the Fortnightly Membership Fee will only occur in each pay period in which payment has or is to be made to an employee.
- 18.4 Monies so deducted from employees' pay must be forwarded fortnightly to the Association by way of electronic funds transfer, together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts. The money must be remitted to the Association as soon as practicable after the fortnightly pay period has been processed.
- 18.5 In relation to full-time and part-time employees, the Fortnightly Membership Fee must be deducted on a fortnightly basis from the employees' pay.
- 18.6 No Fortnightly Membership Fee will be deducted in respect of periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave.
- 18.7 In relation to casual employees the Fortnightly Membership Fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period.
- 18.8 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **19. Secure Employment**

#### **19.1 Objective of this Clause**

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

#### **19.2 Casual Conversion**

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to ongoing full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (c) Any casual employee who has a right to elect under paragraph 18.2(a), upon receiving notice under paragraph 18.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 18.2(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 18.2(c), discuss and agree upon:
- (i) whether the employee will convert to full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);
- Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
- (g) Following an agreement being reached pursuant to paragraph 18.2(f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

### 19.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
  - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or

services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
  - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 18.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

#### 19.4 Disputes Regarding the Application of this Clause

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

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

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

- 20.1 This award applies to all classifications of employees employed by the Taronga Conservation Society Australia listed in Table 1 - Rates of Pay, of Part B, Monetary Rates of this award.
- 20.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 2 August 2016.
- 20.3 The award remains in force until varied or rescinded, the period for which it was made having already expired.

**PART B****MONETARY RATES****Payable in accordance with the Crown Employees (Public Sector – Salaries 2015) Award****Table 1 - Rates of Pay****Effective from the first pay period to commence on or after 1 July 2016**

Classification	1/7/2016 Per annum \$
Clerks -General Scale - 1st year (up to 18 years)	35,134
2nd year (or 20 years)	42,495
3rd year	45,800
4th year	47,049
5th year	49,039
6th year	49,929
7th year	51,168
8th year	53,060
9th year	54,983
10th year	57,015
At 19 years + (HSC)	39,810
Grade 1 - 1st year	60,154
2nd year	61,921
Grade 2 - 1st year	63,649
2nd year	65,396
Grade 3 - 1st year	67,248
2nd year	69,276
Grade 4 - 1st year	71,438
2nd year	73,635
Grade 5 - 1st year	79,384
2nd year	81,888
Grade 6 - 1st year	85,098
2nd year	87,591
Grade 7 - 1st year	90,215
2nd year	92,912
Grade 8 - 1st year	96,784
2nd year	99,862
Grade 9 - 1st year	102,838
2nd year	105,730
Grade 10 - 1st year	110,046
2nd year	113,324
Grade 11 - 1st year	118,943
2nd year	123,985

Grade 12 - 1st year	131,751
2nd year	137,557
Clerical Assistants -	
1st year (or under 17 years)	24,457
2nd year (or 17 years)	27,472
3rd year (or 18 years )	33,054
4th year (or 19 years)	37,542
5th year (or 20 years)	39,810
6th year (or 21 years)	44,165
7th year	45,800
8th year	47,049
9th year	47,940
Class 1 -	
1st year	49,929
2nd year	51,168
Class 2 -	
1st year	53,060
2nd year	54,429
Class 3 -	
1st year	55,509
2nd year	57,015
Class 4 -	
1st year	58,108
2nd year	59,120
Horticulturalist Labourer (Applies to employees engaged prior 1 July 2010)	
Level 1	49,929
Level 2	52,136
Level 3	54,429
Horticulturalist Labourer (Applies to employees engaged prior 1 July 2010)	
Level 1 Grade 1	58,108
Level 1 Grade 2	59,695
Level 2 Grade 1	61,290
Level 2 Grade 2	62,523
Horticultural Technician (Applies to employees engaged prior 1 July 2010)	
Grade 1	65,396
Grade 2	66,591
Senior Horticultural Technician (Applies to employees engaged prior 1 July 2010)	
Grade 1	70,751
Grade 2	73,635
Horticultural Apprentice (Applies to employees engaged post 1 July 2010)	
1st Year	24,291
2nd Year	28,709
3rd Year	33,124
4th Year	39,751
Gardener (Applies to employees engaged post 1 July 2010)	
Grade 1	44,165
Grade 2	46,251
Grade 3	47,497
Horticulturalist (Applies to employees engaged post 1 July 2010)	
Grade 1	56,212
Grade 2	57,897

Grade 3	59,635
Grade 4	62,522
Horticultural Supervisor (Applies to employees engaged post 1 July 2010)	
Grade 1	66,383
Grade 2	68,376
Grade 3	70,426
Keeper Grade 4 (Specialist) - Level 2 (only available to ongoing employees employed as a Keeper on 8 December 2005) Keeper as at Jan 06 Trainee Keeper -	79,384
Level 1	42,161
Level 2	44,970
Level 3	47,781
Level 4	50,591
Keeper -	
Level 1	56,213
Level 2	59,022
Level 3	61,832
Level 4	64,645
Senior Keeper -	
Level 1	67,454
Level 2	73,075
Keeping Unit Supervisor -	
Year 1	81,508
Year 2	83,195
Year 3	84,879
Keeper before Jan 06	
Grade 1	
Level 01	52,550
Level 02	53,060
Level 03	53,937
Level 04	54,982
Grade 4	
Level 01	72,038
Level 02	79,382
Gate Receptionists	55,970
Graphic Designer (Applies to employees engaged prior 1 July 2010)	
1st Year	55,509
2nd Year	56,548
3rd Year	58,108
4th Year	60,154
5th Year	61,921
6th Year	63,008
7th Year	64,193
8th Year	66,009
9th Year	68,582
10th Year	71,438
11th Year	73,635
12th Year	76,522
Junior Designer	
Grade 1	47,912
Grade 2	49,828
Grade 3	51,820
Grade 4	53,892

Designer	
Grade 1	55,509
Grade 2	58,004
Grade 3	60,615
Grade 4	63,344
Grade 5	66,192
Senior Designer	
Grade 1	69,507
Grade 2	72,980
Grade 3	76,627

**Table 2 - Other Rates and Allowances payable in accordance with the Public Service Conditions of Employment Reviewed Award (2009).**

**Effective from the first pay period to commence or after the dates 24 November 2015.**

Item No.	Clause No.	Brief Description	Amount \$
1	8.4	Overtime Meal Allowance: Dinner Supper	28.80 10.75
2	11.1	First Aid Allowance Holders or basic qualifications:  Holders of current occupational first aid certificate:	15.83 per week  23.83 per week
3	11.1	Casual First-aid allowance	16.62per shift
4	11.2	Uniforms - Laundry Allowance  Gate Receptionist Laundry Allowance	6.94 per week  5.35 per week
5	11.3	Disability Allowance at Western Plains Zoo Payable only to existing keepers (ongoing, temporary and casual) employed before 1 July 2010, for the term of their current contract	15.20 per week
6	11.4	Meal Allowance: Capital Cities Breakfast Lunch Dinner  Meal Allowance: Country Centres Breakfast Lunch Dinner	25.90 \$29.15 \$49.65  23.20 26.50 45.70

J. D. STANTON, Commissioner

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## TARONGA CONSERVATION SOCIETY AUSTRALIA WAGES EMPLOYEES' AWARD 2012 - 2013

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(Case No. 2016/00178424)

Before Commissioner Tabbaa

19 August 2016

### VARIATION

1. Delete Schedule 1, Wage Rates (Weekly) and Schedule 2, Allowances of the award published 15 January 2016 (378 I.G. 1665) and insert in lieu thereof the following:

### SCHEDULE 1

#### Wage Rates (Weekly)

Classification	Weekly 1 July 2016 \$
Apprentice	
Apprentice - 1st year	462.11
Apprentice - 2nd year	603.08
Apprentice - 3rd year	768.01
Apprentice - 4th year	883.68
TZ Labourer/Driver/Operator	
Grade 1	963.20
Grade 2	1013.10
Grade 3	1032.88
TZ Labourer/Driver/Operator (Leading Hand)	1072.30
TWPZ Labourer	
Grade 1	978.11
Grade 2	1049.42
Grade 3	1069.68
Grade 4	1085.09
TWPZ Labourer (Leading Hand)	1142.08
Water Systems Operator	1122.11
Water Systems Operator (Leading Hand)	1149.94
TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plaster, Welder (First Class)	
Grade 1	1040.89
Grade 2	1061.01
TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plaster, Welder (First Class) (Leading Hand)	1110.41
TZ Tradesperson - Plumber	
Grade 1	1051.29
Grade 2	1072.03
TZ Tradesperson - Plumber (Leading Hand)	1121.45
Tradesperson - Electrical Fitter	
Grade 1	1108.70
Grade 2	1130.30
Tradesperson - Electrical Fitter (Leading Hand)	1179.73
TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter	1093.82

TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter (Leading Hand)	1143.38
TWPZ Tradesperson - Plumber	1103.84
TWPZ Tradesperson - Plumber (Leading Hand)	1154.43
Works and Trades Supervisor	
Year 1	1215.68
Year 2	1341.52
Year 3	1382.70
Year 4	1490.66
Year 5	1537.72
Sky Safari Attendant	
Grade 1	789.73
Grade 2	820.74
Sky Safari Operator	882.34
Senior Sky Safari Operator	1002.90
TWPZ Cleaners employed before the beginning of the first full pay period commencing on or after 3 March 2006	
Grade 1	806.24
Grade 2	899.82
Grade 3	952.18
Cleaner (Leading Hand)	993.52
Cleaning Supervisor	1035.39
TZ Cleaners and TWPZ Cleaners employed after the beginning of the first full pay period commencing on or after 3 March 2006	
Grade 1	806.24
Grade 2	899.82
Grade 3	928.61
Cleaner (Leading Hand)	969.96
Cleaning Supervisor	1011.83
Guest Services Attendant	
Under 16 years	474.38
16 years	553.46
17 years	632.51
18 years and over	711.57
Junior Guest Services Officers employed after the date the award is made	
Under 16 years	526.52
16 years	614.26
17 years	702.00
Guest Services Officers; and Guest Services Officers under 18 years employed before the date the award is made	789.73
Senior Guest Services Officer	820.74
Guest Services Site Co-ordinator	961.02
Gatekeeper	890.87
Security Officer	
Grade 1	890.87
Grade 2	919.68
Senior Security Officer	951.32
Assistant Security Manager	1002.90
Security Manager	
Year 1	1489.09
Year 2	1616.92
Year 3	1744.74

**SCHEDULE 2****Allowances**

Description	
The following allowances will be payable on commencement of this Award and will be increased in line with any State Wage Case decisions.	
Tool Allowance	
Carpenter	\$30.43 per week
Motor Mechanic	\$30.43 per week
Painter	\$7.31 per week
Plasterer	\$25.08 per week
Plumber	\$30.43 per week
Welder (First Class)	\$30.43 per week
The following allowances will apply from the first full pay period on or after 1 July 2015 and will be increased in line with the increases to the wage rates contained in the Award	
Licence Allowance	
Plumber, Gasfitter and Drainer when required to act on:	
- Plumber licence	\$1.21 per hour
- Gasfitter licence	\$1.21 per hour
- Drainer licence	\$1.04 per hour
- Plumber and gasfitter licence	\$1.63 per hour
- Plumber and drainer licence	\$1.63 per hour
- Gasfitter and drainer licence	\$1.63 per hour
- Plumber, gasfitter and drainer licence	\$2.26 per hour
Electricians	
- A Grade Licence	\$47.06 per week
- B Grade Licence	\$25.33 per week
Electrical Fitter tool allowance	\$18.98 per week
Electric Welding (DIRE Certificate)	\$0.70 per hour
Plumber Certificate of Registration Allowance	\$0.94 per hour
Chokage Allowance	\$8.90 per day
Fouled Equipment Allowance	\$8.90 per day
Senior First Aid Allowance	\$16.23 per week
Occupational First Aid Allowance	\$24.43 per week
The following allowances will apply from the first full pay period on or after 1 July 2012 and will not be varied during the life of the Award	
Labourer/Driver/Operator Travel Allowance	\$10.20 per week
TWPZ Disability Allowance	\$15.50 per week
Insurance of Tools	\$1,495
The following allowance will apply from the first full pay period on or after 1 July 2012 and will be varied thereafter so as to remain consistent with reasonable allowances for the appropriate income year as published by the Australian Taxation Office	
Overtime Meal Allowance	\$28.80
On Call (Standby Allowance)	\$0.92
The following allowance will apply from the first full pay period on or after 1 July 2012 and will be varied thereafter on July 1 of each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).	
Laundry Allowance	\$6.77 per week

2. This variation shall take effect from the first pay period commencing on or after 1 July 2016.

I. TABBAA, Commissioner

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**TRANSPORT INDUSTRY - INTERSTATE CARRIERS CONTRACT  
DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 2016/24907)

Before The Honourable Acting Justice Kite

29 April 2016

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Transport Industry - Interstate Carriers Contract Determination published 6 May 1981 (221 I.G. 813) as varied, be rescinded on and from 29 April 2016.

P. M. KITE, *Acting Justice*

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**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

**EA16/8 - Office of Environment and Heritage Flight Operations Enterprise Agreement 2016**

**Made Between:** Industrial Relations Secretary, Office of Environment and Heritage (NSW) -&- The Australian Workers' Union, New South Wales.

**New/Variation:** Variation.

**Approval and Commencement Date:** Approved 4 August 2016 and commenced 1 July 2016.

**Description of Employees:** The agreement applies to permanent and temporary employees of the Office of Environment and Heritage Flight Operations Unit.

**Nominal Term:** 12 Months.

**EA16/9 - Sydney Opera House Enterprise Agreement 2016 - 2019**

**Made Between:** Sydney Opera House Trust -&- Media, Entertainment and Arts Alliance New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 5 October 2016 and commenced 5 October 2016.

**Description of Employees:** The agreement applies to all employees employed by the Sydney Opera House Trust located at Bennelong Point, Sydney NSW 2000, except Senior Executives and employees covered by the Crown Employees (Public Service Conditions of Employment) Award 2009.

**Nominal Term:** 33 Months.

# INDUSTRIAL GAZETTE

## VOLUME 380

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#### Key to Abbreviations Used:

<i>(ACC)</i>	—	Award of Commissioner/Committee.
<i>(AIC)</i>	—	Award of Industrial Commission.
<i>(AIRC)</i>	—	Award of Industrial Relations Commission.
<i>(AR)</i>	—	Award Reprint (Consolidation).
<i>(ART)</i>	—	Award of Retail Trade Industrial Tribunal.
<i>(CD)</i>	—	Contract Determination.
<i>(CORR)</i>	—	Correction.
<i>(ERR)</i>	—	Erratum.
<i>(OIC)</i>	—	Order of Industrial Commission.
<i>(OIRC)</i>	—	Order of Industrial Relations Commission.
<i>(RIRC)</i>	—	Award Review by Industrial Relations Commission
<i>(ROIRC)</i>	—	Order following Review by the Industrial Relations Commission
<i>(RVIRC)</i>	—	Variation following Review by Industrial Relations Commission
<i>(VCC)</i>	—	Variation by Commissioner/Committee.
<i>(VCD)</i>	—	Variation of Contract Determination.
<i>(VIC)</i>	—	Variation by Industrial Commission.
<i>(VIR)</i>	—	Variation by the Industrial Registrar
<i>(VIRC)</i>	—	Variation by Industrial Relations Commission.
<i>(VSW)</i>	—	Variation following State Wage Case.

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Crown Employees (NSW Department of Justice) State Library Security Staff Award	RIRC 1122
Crown Employees (NSW Police Force (Nurses')) Award 2016	AIRC 125
Crown Employees (NSW Police Force Administrative Officers and	RIRC 1128



Temporary Employees) Award 2009		
Crown Employees (NSW Police Force Police Band) Award	RIRC	1219
Crown Employees (NSW Police Force Special Constables) (Security) Award	RIRC	1235
Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions 2016 Award	AIRC	136
Crown Employees (Office of the Legal Aid Commission - Indemnification of Employed Solicitors) Award	ROIRC	1255
Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007	RIRC	1256
Crown Employees (Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists) Award	RIRC	1269
Crown Employees (Planning Officers) Award 2016	RIRC	1277
Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award	VIRC	172
Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009	RIRC	1292
Crown Employees (Public Service Training Wage) Reviewed Award 2008	RIRC	1384
Crown Employees (Rural Fire Service Major Incident Condition 2011) Interim Award	RIRC	1396
Crown Employees (Rural Fire Service) Award	RIRC	1398
Crown Employees (Safe Staffing Levels Department of Justice - Corrective Services NSW) Award	RIRC	1415
Crown Employees (School Administrative and Support Staff, General Assistants in Schools) Standdown Award	RIRC	1417
Crown Employees (Security and General Services) Award 2012	RIRC	1419
Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Justice - Corrective Services NSW) Award 2009	RIRC	1441
Crown Employees (Senior Officers Salaries) Award 2012	RIRC	1454
Crown Employees (Sheriff's Officers) Award	RIRC	1458
Crown Employees (Skilled Trades) Award 2016	AIRC	174
Crown Employees (Technical Officers - Treasury) Award	RIRC	1463
Crown Employees (Tipstaves to Justices) Award 2007	RIRC	1467
Crown Employees (Trades Assistants) Award	RIRC	1494
Crown Employees Department of Family and Community Services NSW (Aboriginal Housing Award) 2016	RIRC	1520
Crown Employees Sound Reporters Award	RIRC	1526
Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016	RIRC	1534
Crown Employees Wages Staff (Rates of Pay) Award 2016	AIRC	214
Crown Employees-Legal Officers (Crown Solicitor's Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award 2016	RIRC	1545
Health and Community Employees Psychologists (State) Award	AIRC	234
Health Employees' (State) Award	AIRC	242
Health Employees' Administrative Staff (State) Award	AIRC	260
Health Employees' Computer Staff (State) Award	AIRC	266
Health Employees' Conditions of Employment (State) Award	AIRC	270
Health Employees' Engineers (State) Award	AIRC	324
Health Employees' General Administrative Staff (State) Award	AIRC	329
Health Employees' Interpreters' (State) Award	AIRC	332
Health Employees' Medical Radiation Scientists (State) Award	AIRC	336
Health Employees' Pharmacists (State) Award	AIRC	355
Health Employees' Technical (State) Award	AIRC	360
Health Managers (State) Award	AIRC	366

Health Professional and Medical Salaries (State) Award	AIRC	378
Health, Fitness and Indoor Sports Centres (State) Award	VSW	866
Hospital Scientists (State) Award	AIRC	398
Local Government (State) Award 2014	VIRC	437
Local Government (State) Award 2014	VIRC	439
Local Land Services Award 2013	VIRC	440
Marine Charter Vessels (State) Award	VSW	871
Miscellaneous Workers' - Kindergartens and Child Care Centres, &c. (State) Award	VSW	873
Miscellaneous Workers Home Care Industry (State) Award	VSW	876
Motels, Accommodation and Resorts, &c. (State) Award	VSW	878
NSW Ambulance Death and Income Protection Benefits Interim (State) Award	AIRC	1549
NSW Health Service Health Professionals (State) Award	AIRC	446
Nurses' (Department of Family and Community Services - Ageing, Disability and Home Care) (State) Award 2016	AIRC	462
Nurses' (Department of Family and Community Services - Ageing, Disability and Home Care) (State) Award 2016	VIRC	489
Nurses' (Private Sector) Training Wage (State) Award	VSW	880
Nursing Homes, &c., Nurses' (State) Award	VSW	883
Operational Ambulance Managers (State) Award	AIRC	490
Operational Ambulance Officers (State) Award	AIRC	520
Parliamentary Reporting Staff (Salaries) Award	AIRC	566
Private Hospitals, Aged Care and Disability Services Industry (Training) (State) Award	VSW	887
Public Health System Nurses' and Midwives' (State) Award 2015	VIRC	1563
Public Hospital (Career Medical Officers) (State) Award	AIRC	573
Public Hospital (Training Wage) (State) Award	AIRC	605
Public Hospital Medical Officers Award	AIRC	615
Public Hospital Medical Physicists (State) Award	AIRC	650
Public Hospital Professional Engineers' (Bio-medical Engineers) (State) Award	AIRC	655
Public Hospital Residential Services Assistants (State) Award	AIRC	659
Public Hospitals (Medical Superintendents) Award	AIRC	662
Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award	AIRC	687
Restaurants, &c., Employees (State) Award	VSW	891
Roads and Maritime Services Consolidated Salaried Award 2016	AIRC	1566
Security Industry (State) Award	VSW	893
Shop Employees (State) Award	VSW	895
Skilled Trades Staff - Department of Family and Community Services - Ageing, Disability and Home Care (State) Award 2016	AIRC	726
Staff Specialists (State) Award	AIRC	739
Sydney Cricket and Sports Ground Trust Security Enterprise Award 2016	AIRC	1682
Taronga Conservation Society Australia Salaried Employees Award	RIRC	1697
Taronga Conservation Society Australia Wages Employees' Award 2012 - 2013	VIRC	1724
Teachers' (NSW Health Early Childhood Service Centres) Salaries and Miscellaneous Conditions Award	AIRC	777
Transport for NSW Salaries and Conditions of Employment Award 2016	AIRC	786
Transport Industry - Interstate Carriers Contract Determination	OIRC	1728
Transport Industry (State) Award	VSW	899

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