



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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CROWN EMPLOYEES (INDEPENDENT PRICING AND REGULATORY TRIBUNAL) AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 342354 of 2024)

Before Vice President Chin

19 November 2024

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART B

MONETARY RATES

Table 1 - Salaries

2. Title

- 2.1 This award shall be known as the Crown Employees (Independent Pricing and Regulatory Tribunal) Award 2024.

3. Definitions

- 3.1 "Act" means the *Independent Pricing and Regulatory Tribunal Act 1992*.
- 3.2 "At the convenience of" means the operational requirements to permit the staff member's release from duty or that satisfactory arrangements can be made for the performance of the staff member's duties during the absence.

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

4. Consultative Arrangements

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

5. Parties

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

6. Work Environment

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

7. Grievance and Dispute Settling Procedures

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

8. Hours of Work

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

9. Flexible Work Hours

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

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

- 9.8.3 A half day flex can only be taken where three and a half hours have been worked by staff members during the bandwidth either immediately before or after the half day.
- 9.8.4 During peak periods where it is not possible to take flexi leave, staff members may carry forward credit hours worked to the next settlement period.
- 9.8.5 Staff members may carry forward up to 42 hours credit to the next settlement period. Hours in excess of this amount are forfeited.
- 9.8.6 In exceptional circumstances the 42 hour limit can be exceeded and the additional time carried forward to the next period on the condition the supervisor and staff members agree to a strategy to ensure staff members reduce their time to less than 462 hours.
- 9.8.7 Staff members may carry forward up to 14 hours debit to the next settlement period.
- 9.8.8 Any hours below 406 hours shall require the submission of an application form for recreation leave to cover the shortfall (where there is no annual leave to credit, leave without pay is to be taken).
- 9.9 Banking Hours -
- 9.9.1 Staff members may bank up to a maximum of six flexi days in each settlement period.
- 9.9.2 This maximum entitlement of six days in each settlement period is to be reduced by the number of flexi days taken during that settlement period. Any remaining credit hours may be added to the normal flexi credit.
- 9.9.3 A maximum of 12 days may be banked over four consecutive settlement periods, with a maximum balance of 12 days at any one time.
- 9.9.4 A banked day is equivalent to seven hours.
- 9.9.5 Banked days may be taken with other forms of leave including flexi leave and by agreement, can be taken in quantities ranging from one half day to 12 days.
- 9.9.6 All banked days to be taken as leave must be agreed to beforehand between supervisor and staff members.
- 9.9.7 Banked flex days shall be payable on termination. Any flex credit at the date of termination is not payable.
- 9.10 Natural Emergencies and Major Transport Disruptions -
- 9.10.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 9.10.1.1 apply to vary the working hours as provided in the flexible work hours clause of this award; and/or
- 9.10.1.2 negotiate an alternative working location with the Tribunal; and/or
- 9.10.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

10. Part Time Work

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

11. Part Year Employment

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

12. Part Time Leave Without Pay

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

13. Salaries

- 13.1 The salary ranges prescribed by this award are as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- 13.2 This Award increases salaries and salary related allowances by 4.0 per cent from 1 July 2024, 3.0 per cent from 1 July 2025 and 1 July 2026.

14. Salary Progression

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

15. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 15.1 The entitlement to salary package in accordance with this clause is available to:
 - 15.1.1 permanent full-time and part-time employees;
 - 15.1.2 temporary employees, subject to the Tribunal's convenience; and
 - 15.1.3 casual employees, subject to the Tribunal's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 15.7.
- 15.2 For the purposes of this clause:
 - 15.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 13, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - 15.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

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

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

16. Appointment and Promotion

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

17. Allowances

- 17.1 Meal Allowances
- 17.1.1 The meal allowances provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.
- 17.2 Temporary Assignment Allowance
- 17.2.1 Staff members directed to perform the duties of a higher position for at least five (5) consecutive working days shall be paid an allowance.
- 17.2.2 The Chief Executive Officer or nominee shall determine the amount of the allowance.
- 17.3 Travel Allowances - Conditions
- 17.3.1 The travel allowances provisions as set out in the clauses in Section 3 - Travel Arrangements of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

17.4 First Aid Allowance

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

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

18. Union Consultation, Access and Activities

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

19. Extended Leave

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

20. Family and Community Service Leave

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

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

21. Leave Without Pay

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

22. Military Leave

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

23. Religious or Cultural Observations

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

24. Parental Leave

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

25. Purchased Leave

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

26. Recreation Leave

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

27. Annual Leave Loading

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

28. Sick Leave

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

28.1.1 Staff members absent from duty because of illness or incapacity shall, where possible, report the absence not later than one hour after their normal commencing time.

28.1.2 In exceptional circumstances and on a case by case basis, the Chief Executive Officer or nominee, may grant staff members paid special sick leave or allow the leave to be taken on a half pay basis, including leave to be taken on half pay during extended periods of absence.

29. Special Leave

- 29.1 Special leave is paid leave which applies to activities not regarded as being on duty and which are not covered by other forms of leave.

- 29.2 The Chief Executive Officer or nominee may grant special leave in accordance with the provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, in the following situations:

29.2.1 Jury service.

29.2.2 Witness at court - official capacity.

29.2.3 Witness at court - other than in official capacity - Crown witness.

29.2.4 Called as a witness in a private capacity.

29.2.5 Examinations.

29.2.6 Association activities.

29.2.7 Return home when temporarily living away from home.

29.2.8 Return home when transferred to new location.

- 29.3 In addition to the provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, special leave may be granted for the following situations:

29.3.1 Volunteers of recognised organisations (five days in any period of 12 months).

29.3.2 First aid training and retraining.

29.3.3 Attend retirement preparation seminars (two days).

29.3.4 Meetings for financial members of professional or learned societies (up to five days).

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

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

29.5 Matters arising from domestic violence situations.

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

30. Study Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30.7 An applicant may be granted leave without pay instead of study leave if the Tribunal considers that:

30.7.1 the studies proposed are neither directly relevant, nor of appreciable benefit to the effectiveness or efficiency of the Tribunal; or

- 30.7.2 financial constraints preclude the grant of study leave; or
- 30.7.3 while the studies proposed are relevant, a scholarship or award won by the applicant provides financial support equivalent to full or half salary.
- 30.8 When study leave is granted a "cost-to-the-State" bond must be undertaken by the staff member. The bond requires after-service of:
 - 30.8.1 twice the period of study leave granted where financial assistance is at the level of full pay
 - 30.8.2 the same period of study leave granted where financial assistance is at the level of half pay.
- 30.9 If the after-service is not completed, the bond requires the staff member to reimburse salary paid for the period of study leave as well as the value of any incremental progression or leave accrued during the period.

31. Staff Development

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

32. Study Time

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

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

33. Reimbursement of Fees

- 33.1 Staff members undertaking approved part-time study or training shall be eligible for reimbursement of all or part of the fees (including HECS) and/or other compulsory charges.

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

34. Overtime

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

35. Public Holidays

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

36. Job Sharing

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

37. Work from Home

- 37.1 The Chief Executive Officer or nominee may approve applications by staff members to work from home on a temporary, fixed term, or regular basis.
- 37.2 Approval may be granted where a family member requires care or where a project or report requires urgent completion that would be assisted by working from home.
- 37.3 Generally, working from home shall be granted where the Chief Executive Officer or nominee and staff member are in agreement that:

- 37.3.1 appropriate work is available that can be done at home efficiently without supervision and without liaison with other staff members;
 - 37.3.2 the absence does not adversely affect the performance of the work group or the provision of necessary support services to others;
 - 37.3.3 the home environment or circumstances will not prevent the staff members from completing an amount of work equivalent to what would normally be completed in the office environment; and
 - 37.3.4 the staff member is available for telephone consultation and where possible available to return to the office at short notice.
- 37.4 All work from home approvals shall ensure adequate consideration of, and compliance with work health and safety, confidentiality and security provisions.
- 37.5 Where appropriate, facilities and equipment shall be provided to enable staff members to work at home.

38. Unsatisfactory Performance, Misconduct or Serious Offence

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

39. Termination of Employment

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

40. Managing Excess Staff

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

41. Secure Employment - Casual Conversion

- 41.1 The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
- 41.2 Casual Conversion
- 41.2.1 A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this clause.
 - 41.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this clause if the employer fails to comply with this notice requirement.

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

42. Secure Employment - Work Health & Safety

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

- 42.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged

by it to another employer for the purpose of such staff performing work or services for that other employer.

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

42.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

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

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

42.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

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

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

42.4 Disputes Regarding the Application of this clause

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

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

43. Anti-Discrimination

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

43.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

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

- 43.4.1 any conduct or act which is specifically exempted from anti- discrimination legislation;
 - 43.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 43.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 43.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 43.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 43.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 43.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

44. No Extra Claims

- 44.1 The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act 1996*, there will 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 the nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties.
- 44.2 This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

45. Savings of Rights

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

46. Lactation Breaks

- 46.1 This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 46.2 A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 46.3 A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 46.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.

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

47. Leave for Matters Arising from Domestic Violence

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

48. Relationship to Other Awards

- 48.1 The Tribunal will, subject to approved parameters within Government wages policy, negotiate with the Association the full quantum of future salary increase or other benefits.
- 48.2 The Tribunal will use the outcomes achieved between the Association and Industrial Relations Secretary to inform its negotiations with the intent of varying this Award to give effect to those salary increases and other benefits.
- 48.3 The method of achieving salary increases negotiated between the Tribunal and the Association shall be at the local level and not necessarily determined by the same outcomes as the Crown Employees (Public Sector - Salaries 2024) Award or an award replacing it.
- 48.4 Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied, the arrangements in this award shall prevail.

49. Area, Incidence and Duration

- 49.1 This award applies to staff members of the Independent Pricing and Regulatory Tribunal as defined in clause 3, Definitions, of this award.

49.2 The award shall commence on 1 July 2024 and has a nominal expiry date of 30 June 2027. It rescinds and replaces the Crown Employees (Independent Pricing and Regulatory Tribunal) Award 2022 published 4 August 2023 (394 I.G. 1206).

PART B

MONETARY RATES

Table 1 - Salaries

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

		4.0% pa effective from 1 July 2023 \$	4% pa Effective from 1 July 2024 \$	3% pa Effective from 1 July 2025 \$	3% pa Effective from 1 July 2026 \$
IPART Officer A	Year 1	61,806	64,278	66,206	68,192
	Year 2	66,096	68,740	70,802	72,926
	Year 3	70,388	73,204	75,400	77,662
IPART Officer B	Year 1	75,538	78,560	80,917	83,345
	Year 2	79,830	83,023	85,514	88,079
	Year 3	84,121	87,486	90,111	92,814
IPART Officer C	Year 1	90,133	93,738	96,550	99,447
	Year 2	94,426	98,203	101,149	104,183
	Year 3	98,717	102,666	105,746	108,918
IPART Officer D	Year 1	105,583	109,806	113,100	116,493
	Year 2	109,876	114,271	117,699	121,230
	Year 3	114,168	118,735	122,297	125,966
IPART Officer E	Year 1	121,892	126,768	130,571	134,488
	Year 2	126,184	131,231	135,168	139,223
	Year 3	130,479	135,698	139,769	143,962
IPART Officer F	Year 1	139,060	144,622	148,961	153,430
	Year 2	143,352	149,086	153,559	158,166
	Year 3	147,644	153,550	158,157	162,902
IPART Officer G	Year 1	157,088	163,372	168,273	173,321
	Year 2	161,380	167,835	172,870	178,056
	Year 3	169,170	175,937	181,215	186,651

D. CHIN *J, Vice President.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW POLICE FORCE SPECIAL CONSTABLES) (SECURITY) AWARD 2024

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. 415813 of 2024)

Before President Taylor

14 November 2024

AWARD

Arrangement

PART A

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PART B**MONETARY RATES**

Table 1 - Wages

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PART A**SECTION 1 - FRAMEWORK****1. Title**

This award will be known as the Crown Employees (NSW Police Force Special Constables) (Security) Award 2024.

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 will 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 15, Part-time Employment, of this award.
- (g) "Casual Special Constable (Security)" means an officer employed under the provisions of clause 16, 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 2018.
- (j) "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- (k) "Overwatch Duties" means the security presence of Special Constables at Sydney Police Centre or Police Headquarters (Curtis Cheng Building) in accordance with the clauses of the relevant Standard Operating Procedures pertaining to "Forecourt Duties – Overwatch"; or as otherwise may be directed by the Commissioner or their delegate.

3. Disputes/Grievance Settlement Procedure

- 3.1 The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award should be dealt with in the manner prescribed below:
 - 3.1.1 Where a dispute/grievance arises at a particular work location, discussions including the remedy sought should 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.
 - 3.1.2 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.
 - 3.1.3 Failing resolution of the issue further discussions will 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.
 - 3.1.4 If the dispute/grievance remains unresolved the officer/s, local delegate or workplace representative or Commander, Security Management Unit may refer the matter to Communications & Security 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.
 - 3.1.5 If the dispute/grievance is not resolved at that stage the matter is to be referred to the Workforce Relations & Reform 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.

3.1.6 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.

3.1.7 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.

3.1.8 In cases where a dispute is premised on an issue of safety, consultation between the Association and the Workforce Relations & Reform Unit should be expedited. The status quo should remain until such matter is resolved.

3.1.9 The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

3.1.10 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.

3.1.11 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.

4. 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.

5. 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.

SECTION 2 - WAGES

6. Wages

6.1 An officer will, 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.

6.2 The 8% increase to wages, effective from the first full pay period to commence on or after 1 July 2024, resolves the work value of officers up to and including 1 July 2024.

7. Wage Packaging Arrangements, Including Wages Sacrifice to Superannuation

7.1 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 7.7.

- 7.2 For the purposes of this clause:
- 7.2.1 "wage" means the rate of pay prescribed for the officer's classification by clause 6, Wages, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 7.2.2 "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.
- 7.3 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:
- 7.3.1 a benefit or benefits selected from those approved by the Commissioner, and
- 7.3.2 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.
- 7.4 An election to wage package must be made prior to the commencement of the period of service to which the earnings relate.
- 7.5 The agreement will be known as a Wage Packaging Agreement.
- 7.6 Except in accordance with subclause 7.7, a Wage Packaging Agreement will be recorded in writing and will be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Wage Packaging Agreement.
- 7.7 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.
- 7.8 Where the officer makes an election to wage sacrifice, the employer will pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 7.9 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.

- 7.10 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 7.9 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.
- 7.11 Where the officer makes an election to wage package:
- 7.11.1 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
- 7.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, will be calculated by reference to the rate of pay which would have applied to the officer under clause 6, Wages, or Part B of this Award if the Wage Packaging Agreement had not been entered into.
- 7.12 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 will apply to any existing or future Wage Packaging Agreement from date of such variation.
- 7.13 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 will 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.

8. 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 2022) Award, or any award replacing it, during the term of this award, by way of salary increase, this award will be varied to give effect to any such salary increase from the operative date of the variation of the former award or replacement award. Salaries payable to Officers under this award are set by the Crown Employees (Public Sector - Salaries 2022) Award or any replacement award. They are reproduced for convenience at Table 1-Salaries, of Part B, Monetary Rates of this award.

SECTION 3 - ATTENDANCE/HOURS OF WORK

9. Hours

9.1 General

- 9.1.1 Except as provided in clause 15, Part Time Employment, and clause 16, Casual Employment, of this award, the ordinary hours of duty for officers will be an average of 38 per week or 76 per fortnight and will be worked from Sunday to Saturday inclusive.

The hourly rate for officers will be calculated on the basis of 1/38th.

- 9.1.2 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.

9.2 38 Hour Week Operation

- 9.2.1 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.

- 9.2.2 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.
- 9.2.3 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.
- 9.2.4 Starting and finishing times are to be strictly observed with no afternoon tea break.
- 9.2.5 Wages and salaries will be paid into banking or other accounts.
- 9.2.6 There will be no payment of higher duties allowances arising from the rostered day off. There will be no eligibility for sick leave when on rostered leave arising from the 38 hour week.
- 9.2.7 Where loadings are included as part of salary in respect of hours of work no increase in the quantum or percentage of the loading will occur as a result of the reduction in working hours.
- 9.3 All restrictive work practices are to be eliminated.

10. Flexible Rosters

- 10.1 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 will 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.
- 10.2 The conditions of any such trial will 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.

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 will 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 will 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 will be reduced by one half for each shift or part of a shift so absent. Except as provided above and in clause 20, Overtime of this award, such additional sum will be part of the ordinary rate of pay for all purposes of the employment.

12. Night Shifts

- 12.1 Under normal rostering practices Special Constables (Security) will 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.
- 12.2 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.

13. 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 will 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.

14. Lactation Breaks

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 The Commissioner will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 14.6 Other suitable facilities, such as refrigeration and a sink, will 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.
- 14.7 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.
- 14.8 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 29, Sick Leave, or access to flexible working hours provided in clause 10, Flexible Rosters, of this award, where applicable.

15. Part Time Employment

- 15.1 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.

15.2

- 15.2.1 Part time Special Constables (Security) will be paid an hourly rate calculated on the following basis:

$$\frac{\text{Weekly Rate}}{38}$$

- 15.2.2 Provided that the weekly rate on engagement will be that applying to a First Year Special Constable (Security) as set out in Table 1 - Salaries, of Part B, Monetary Rates.

- 15.2.3 Provided further that a part time Special Constable (Security) will 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.

- 15.3 Shift times for part time officers and the days on which such shifts will be worked will be set and regular.
- 15.4 Notwithstanding the provisions of subclause 15.3 of this clause, the times and days on which part time officers will work their hours and shifts may be altered by providing 24 hours' notice to facilitate the attendance of Special Constables (Security) where required.
- 15.5 Where a Public Holiday falls on a day on which a part time officer is normally rostered for duty they may be:
- 15.5.1 Rostered on duty - and paid at the rate of time and one half (150%) in addition to the rate prescribed in subclause 15.2 of this clause.
- 15.5.2 Granted the shift free of work - such a shift will count as one day's work for that week but no additional compensation will apply.
- 15.6 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 20 of this award will apply.
- 15.6.1 Overtime will only apply to those hours worked in excess of the daily rostered hours but will 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 will apply to all hours up to 8 per day, after which time overtime rates will apply. Overtime rates will also apply for all hours worked in excess of 38 in any rostered week.
- 15.6.2 Provided however that where the parties have agreed to the working of a flexible roster system in line with clause 10 of this award then overtime will only be payable after the agreed standard shift hours applying to full time officers under the flexible roster have been worked.
- 15.7 Entitlements for part time officers will be calculated on a pro rata basis.
- 15.8 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).

16. Casual Employment

- 16.1 The parties agree that Special Constables (Security) may be employed on a casual basis.
- 16.2 A Casual Special Constable (Security) will mean an officer who is engaged and paid as such.
- 16.2.1 Casual Special Constables (Security) will 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%.
- 16.2.2 A casual officer will in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of Annual Leave.
- 16.2.3 A minimum payment of 3 hours at the appropriate rate will be made for each engagement.
- 16.2.4 Overtime - In the unusual event that overtime is worked by a casual officer the overtime rates prescribed in clause 20 of this award will apply. Such rates will be calculated on the rate prescribed in paragraph 16.2.1 of this subclause. Provided that overtime will 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 10, Flexible Rosters, of this award then overtime rates will only be payable after the agreed standard shift hours applying to full time officers under the flexible roster have been worked.

16.2.5 A casual officer will be paid for all hours worked and will not with the exception of paragraph 16.2.2 of this subclause, accrue an entitlement to any form of leave.

16.3 The employment of existing Special Constables (Security) will not be prejudiced by the employment of any Casual Special Constable (Security).

16.4 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.

16.5 Casual officers are entitled to unpaid parental leave under section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions will 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.

16.6 Personal Carer's entitlement for casual officers

16.6.1 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 16.6.4 of this subclause, and the notice requirements set out in paragraph 16.6.2 of this subclause.

16.6.2 The Commissioner and the casual officer will 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.

16.6.3 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.

16.6.4 The casual officer will, 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.

16.7 Bereavement entitlements for casual officers

- 16.7.1 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.
- 16.7.2 The Commissioner and the casual officer will 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.
- 16.7.3 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.

17. Volunteer Duty

- 17.1 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:
- 17.2 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.
- 17.3 Provided that an officer will 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.
- 17.4 When an officer performs additional duty under the provisions of this clause they will be paid for all hours worked on such duty at the rate of single time.
- 17.5 An officer performing additional duty under the provisions of this clause will not be entitled to the provisions of clauses 11, 18, 20 and 22 of this award for any work so performed.
- 17.6 Where full time officers volunteer and are available to perform additional duty within the terms of this clause the parties agree that they will be utilised in preference to casual officers.
- 17.7 The parties further agree that the provisions of this clause are an innovative arrangement, which is implemented for the life of this award.

SECTION 4 - ALLOWANCES AND OVERTIME**17A. Overwatch Duties Allowance**

- 17A Special Constables are entitled to the payment of an hourly allowance for each hour (or part of one hour, based on 15-minute increments) that they perform Overwatch Duties, in accordance with the rates set out in Item 1 of Table 2 to Part B of this Award.

18. 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, will 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 will be reduced by 1/5th for each shift or part of a shift so absent. Except as provided above and in clause 20, Overtime, of this award, such additional sum will be part of the ordinary rate of pay for all purposes of the employment.

19. Shift Allowances, Part Time and Casual Officers

- 19.1 A Part Time Special Constable (Security) and Casual Special Constable (Security), engaged under clause 15, Part Time Employment, and clause 16, Casual Employment, of this award (respectively), will receive a pro-rated amount of the allowances per week set out in Item 2 and Item 3 of Table 2, to reflect the hours of work that officer has performed, calculated as follows: $\frac{1}{38} \times$ (the sum of the allowances in Item 2 and Item 3 of Table 2) \times number of hours worked by the officer that week.
- 19.2 Except as provided above and in clause 20, Overtime, of this award, such additional sum will be part of the ordinary rate of pay for all purposes of the employment.
- 19.3 Public Holidays
- Irrespective of the time a shift commences on a Public Holiday, a part-time or casual officer will be paid a loading of 150% for all time worked on a public holiday.
- 19.4 Public holiday loadings are not cumulative.
- 19.5 The above loadings will be disregarded in computing payments for overtime under clause 20 of this Award.

20. Overtime

- 20.1 Subject to subclause 20.2 of this clause, the NSW Police Force may require an officer to work reasonable overtime at overtime rates.
- 20.2 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.
- 20.3 With the exception of work performed under the provisions of clause 17, Volunteer Duty, of this award, all work performed outside the ordinary rostered hours of duty will be paid as follows:
- (a) For all work performed outside the ordinary rostered hours the rate of pay will be time and one half for the first two hours and double time thereafter. Provided that in computing overtime each days work will stand alone.
 - (b) All overtime worked on Sundays will be paid for at the rate of double time.
 - (c) All overtime worked on a Public Holiday will be paid for at the rate of double time and one half.
 - (d) Provided that the allowances prescribed in clauses 11, 18 and 19 of this award will 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 will be paid an amount as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for a meal as set out in the said Item 4 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. The amounts set out in Item 4 of Table 2 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).

21. Mixed Functions

- 21.1 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 will 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 will be at the higher rate for the time so worked. The higher rate applicable will be that which applies at the first year rate of pay for such promotional positions.
- 21.2 Any officer who is required to perform work temporarily for which a lower rate is paid, will not suffer any reduction in wages whilst so employed. There will be no payment of higher duties allowances arising from the operation of the 38 hour week.

22. Public Holidays

Full time Special Constables (Security) will be paid for Public Holidays as follows:

- 22.1 Where a Public Holiday occurs on an officer's rest day off duty and -
- 22.1.1 they are not required to work on that day, one day extra will be added to the annual leave of the officer or at the officer's election they will be paid 8 hours ordinary pay in respect of such day;
- 22.1.2 they are required to work on that day such officer will be paid double time and one half for such overtime.
- 22.2 Where a Public Holiday occurs on an officers rostered day on duty they may be -
- 22.2.1 required to work - in which case they will 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;
- 22.2.2 granted the shift free of work - such a shift will count as one day's work for that week but no additional compensation will apply.

SECTION 5 - LEAVE

23. Leave - General Provisions

- 23.1 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.
- 23.2 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.
- 23.3 Unless otherwise specified in this award a temporary employee employed under Part 6A of the *Police Act 1990* 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, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 23.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave will be taken before unpaid leave.

24. Absence from Work

- 24.1 A staff member must not be absent from work unless reasonable cause is shown.
- 24.2 If a staff member is to be absent from duty because of illness or other emergency, the staff member must 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.
- 24.3 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 may deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 24.4 The minimum period of leave available to be granted is one hour, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 24.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

25. Applying for Leave

- 25.1 An application by a staff member for leave under this award must be made to and dealt with by the Commissioner.
- 25.2 The Commissioner will 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.

26. Recreation Leave

- 26.1 Full time officers will be entitled to five (5) weeks recreation leave per annum.
- 26.2 Part time officers engaged under clause 15 of this award and who normally work Monday to Saturday will 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 will 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.
- 26.3 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.
- 26.4 Consistent with the Crown Employees (NSW Police Administrative Officers and Temporary Employees) Award 2009, the parties agree that a block of two weeks recreation leave must be taken each leave year unless insufficient paid leave is available.
- 26.5 Limits on Accumulation and Direction to take leave
 - 26.5.1 Where the operational requirements permit, the application for leave will be dealt with by the Commissioner according to the wishes of the staff member.
 - 26.5.2 The Commissioner will 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.
 - 26.5.3 The Commissioner will 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.

- 26.5.4 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.
- 26.6 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 will: -
- 26.6.1 Specify in writing the period of time during which the excess may be conserved; and
- 26.6.2 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.
- 26.6.2 The Commissioner will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- 26.7 Miscellaneous
- 26.7.1 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.
- 26.7.2 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).
- 26.7.3 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 26.7.4 of this subclause.
- 26.7.4 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.
- 26.7.5 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 26.7.4 of this subclause will be calculated to an exact one (1) hour (fractions less than one (1) hour being rounded down).
- 26.7.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 26.7.7 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 34, Parental Leave, of this award.
- 26.7.8 On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 26.7.9 A staff member to whom paragraph 26.7.8 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.
- 26.8 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, will be paid to the staff member's nominated beneficiary.
- 26.9 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:
- 26.9.1 To the widow or widower of the staff member; or

26.9.2 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

26.9.3 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

26.9.4 If there is no person entitled under paragraph 26.9.1, 26.9.2 or 26.9.3 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 will be made to the personal representative of the staff member.

26.11 Recreation leave does not accrue during leave without pay other than

26.11.1 military leave taken without pay when paid military leave entitlements are exhausted;

26.11.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;

26.11.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;

26.11.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or

26.11.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.

27. Extended Leave

Extended leave will accrue and be granted to staff members in accordance with the provisions of Part 6 of the Police Regulation 2015.

28. Family and Community Service Leave

28.1 The Commissioner may 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 28.2 of this clause. The Commissioner may also grant leave for the purposes in subclause 28.3 of this clause. Non-emergency appointments or duties should be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

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

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

28.2.2 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;

28.2.3 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;

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

28.2.5 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.

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

28.3.1 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

28.3.2 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.

28.4 The definition of "family or "relative" in this clause is the same as that provided in paragraph 31.4.2 of clause 31, Sick Leave to Care for Family Member, of this award.

28.5 Existing staff members employed on and from 1 May 2018, will accrue FACS leave on full pay as follows:

28.5.1 2 ½ days on 1 May 2018;

28.5.2 2 ½ days on 1 May 2019; and

28.5.3 1 day per year (1 May) thereafter.

28.6 Any staff member appointed from 1 May 2018, will accrue FACS leave on full pay as follows.

28.6.1 2 ½ days in the staff member's first year of service;

28.6.2 2 ½ days in the staff member's second year of service; and

28.6.3 1 day per year thereafter.

28.7 If available family and community service leave is exhausted as a result of natural disasters, the Commissioner may consider applications for additional family and community service leave, if some other emergency arises.

28.8 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.

28.9 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 31, Sick Leave to Care for a Sick Family Member of this award will be granted when paid family and community service leave has been exhausted or is unavailable.

28.10 The Commissioner may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, and so on for family and community service leave purposes.

29. Sick Leave

29.1 Illness in this clause and in clauses 30 and 31 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.

29.2 Payment for sick leave is subject to the staff member:

29.2.1 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

29.2.2 Providing evidence of illness as soon as practicable if required by clause 30, Sick Leave - Requirements for Evidence of Illness, of this award.

- 29.3 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:
- 29.3.1 Will grant to the staff member sick leave on full pay; and
 - 29.3.2 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.
- 29.4 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:
- 29.4.1 is unable to carry out their duties without distress; or
 - 29.4.2 risks further impairment of their health by reporting for duty; or
 - 29.4.3 is a risk to the health, wellbeing or safety of other staff members, NSW Police Force clients or members of the public
- 29.5 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.
- 29.6 Entitlements - Any staff member appointed on or from 1 May 2018 will commence accruing sick leave in accordance with this clause immediately. Existing staff members employed as at 1 May 2018 will accrue sick leave in accordance with this clause from 1 May 2018 onwards.
- 29.6.1 At the commencement of employment with the NSW Police Force, a full-time staff member is granted an accrual of 5 days sick leave.
 - 29.6.2 After the first four months of employment, the staff member will accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - 29.6.3 After the first year of service, the staff member will accrue sick leave day to day at the rate of 15 working days per year of service.
 - 29.6.4 All continuous service as a staff member in the NSW public service will 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 will be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - 29.6.5 Notwithstanding the provisions of paragraph 29.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Government Sector Employment Regulation 2014, Regulation 30.
 - 29.6.6 Sick leave without pay will count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay will be treated in the same manner as leave without pay.
 - 29.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, will be converted to its full pay equivalent.
 - 29.6.8 Paid sick leave will not be granted during a period of unpaid leave.
- 29.7 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 will 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 will be supported by a satisfactory medical certificate.
- 29.8 Seasonal or relief staff - No paid sick leave will be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

30. Sick Leave - Requirements for Evidence of Illness

- 30.1 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.
- 30.2 In addition to the requirements under subclause 29.2 of clause 29, 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.
- 30.3 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.
- 30.4 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.
- 30.5 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.
- 30.5.1 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.
- 30.5.2 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.
- 30.6 The granting of paid sick leave will 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.
- 30.7 The reference in this clause to evidence of illness will apply, as appropriate:
- 30.7.1 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,
- 30.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 30.7.1 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
- 30.7.3 at the Commissioner's discretion, other forms of evidence that satisfy that the staff member had a genuine illness.
- 30.8 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:
- 30.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 30.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.

- 30.9 Subclause 30.8 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.

31. Sick Leave to Care for a Family Member

- 31.1 Where family and community service leave provided for in clause 28, 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 31.4 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.
- 31.2 The sick leave will 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.
- 31.3 If required by the Commissioner to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 30.6 of clause 30, Sick Leave - Requirements for Evidence of Illness, of this award.
- 31.4 The entitlement to use sick leave in accordance with this clause is subject to:

31.4.1 The staff member being responsible for the care and support of the person concerned; and

31.4.2 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.

32. Sick Leave - Workers Compensation

- 32.1 The Commissioner will advise each staff member of their rights under the *Workers Compensation Act* 1987, as amended from time to time, and may give such assistance and advice, as necessary, in the lodging of any claim.
- 32.2 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, will be required to lodge a claim for any such compensation.

- 32.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Commissioner will assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 32.4 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*.
- 32.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Commissioner will 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.
- 32.6 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 will be restored to the credit of the staff member.
- 32.8 If a staff member notifies the Commissioner that he or she does not intend to make a claim for any such compensation, the Commissioner will consider the reasons for the staff member's decision and will determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 32.9 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 may 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.
- 32.10 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 will be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 32.11 No further sick leave will 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*.
- 32.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
- 32.12.1 The staff member's claim for workers compensation;
 - 32.12.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 32.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 32.12.4 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.

33. Sick Leave - Claims other than Workers Compensation

- 33.1 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: -

- 33.1.1 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
- 33.1.2 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.
- 33.2 Sick leave on full pay will 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.
- 33.3 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, will be restored to the credit of the staff member.

34. Parental Leave

- 34.1 Parental leave includes maternity, adoption and "other parent" leave.
- 34.2 Maternity leave will apply to a staff member who is pregnant and, subject to this clause the staff member will be entitled to be granted maternity leave as follows:
 - 34.2.1 For a period up to 9 weeks prior to the expected date of birth; and
 - 34.2.2 For a further period of up to 12 months after the actual date of birth.
 - 34.2.3 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.
- 34.3 Adoption leave will apply to a staff member adopting a child and who will be the primary care giver, the staff member will be granted adoption leave as follows:
 - 34.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 34.3.2 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.
 - 34.3.3 Special Adoption Leave - A staff member will 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, time off in lieu or family and community service leave.
- 34.4 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:
 - 34.4.1 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;
 - 34.4.2 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 34.4.1 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.
- 34.5 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:

- 34.5.1 Applied for parental leave within the time and in the manner determined set out in subclause 34.10 of this clause; and
- 34.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 34.5.3 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.
- 34.6 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:
- 34.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 34.6.2 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;
- 34.6.3 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.
- 34.7 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:
- 34.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 34.7.2 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
- 34.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 34.8 Except as provided in subclauses 34.5, 34.6 and 34.7 of this clause, parental leave will be granted without pay.
- 34.9 Right to request
- 34.9.1 A staff member who has been granted parental leave in accordance with subclause 34.2, 34.3 or 34.4 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.
- 34.9.2 The Commissioner will 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.

34.10 Notification Requirements

- 34.10.1 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.
- 34.10.2 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 34.9 of this clause.
- 34.10.3 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.
- 34.10.4 Staff member's request and the Commissioner's decision to be in writing
- The staff member's request under paragraph 34.9.1 and the Commissioner's decision made under paragraph 34.9.2 must be recorded in writing.
- 34.10.5 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.
- 34.10.6 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.
- 34.10.7 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.
- 34.10.8 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.
- 34.11 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 34.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 34.12 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 will be appointed to a position of the same grade and classification as the staff member's former position.

- 34.13 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.
- 34.14 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.
- 34.15 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.
- 34.16 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.
- 34.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 34.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 34.17.2 the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay; and
 - 34.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay will 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
- 34.18 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.
- 34.19 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 whichever is the earlier.
- 34.20 Communication during parental leave
- 34.20.1 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 will 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.
 - 34.20.2 The staff member will 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.

- 34.20.3 The staff member must also notify the Commissioner of changes of address or other contact details which might affect the NSW Police Force capacity to comply with paragraph 34.20.1 of this subclause.

35. Military Leave

- 35.1 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.
- 35.2 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.
- 35.3 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 35.1 of this clause.
- 35.4 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.
- 35.5 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 35.3 of this clause may be granted Military Leave Top Up Pay by the Commissioner.
- 35.6 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.
- 35.7 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.
- 35.8 At the expiration of military leave in accordance with subclause 35.3 or 35.4 of this clause, the staff member must 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.

36. Observance of Essential Religious or Cultural Obligations

- 36.1 A staff member of:
- 36.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 36.1.2 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, time off in lieu or leave without pay to do so.
- 36.2 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.
- 36.3 A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, will be granted such time off by the Commissioner subject to:
- 36.3.1 Adequate notice being given by the staff member;

36.3.2 Prior approval being obtained by the staff member; and

36.3.3 The time off being made up in the manner approved by the Commissioner.

- 36.4 Notwithstanding the provisions of subclauses 36.1, 36.2 and 36.3 of this clause, arrangements may be negotiated between the NSW Police Force and the Association to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

37. Special Leave

37.1 Special Leave - Jury Service

37.1.1 A staff member will, as soon as possible, notify the Commissioner of the details of any jury summons served on the staff member.

37.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons will, 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.

37.1.3 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 will 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 may grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.

- 37.2 Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member will 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 will be paid by the NSW Police Force.

- 37.3 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) will:

37.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and

37.3.2 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.

37.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction will be granted special leave by the NSW Police Force for the required period.

- 37.4 Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity will, 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.

37.5 Special Leave - Examinations -

37.5.1 Special leave on full pay up to a maximum of 5 days in any one year will be granted to staff members for the purpose of attending at any examination approved by the Commissioner.

37.5.2 Special leave granted to attend examinations will include leave for any necessary travel to or from the place at which the examination is held.

- 37.5.3 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.
- 37.6 Return Home When Temporarily Living Away from Home - Sufficient special leave will be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member will 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.
- 37.7 Return Home When Transferred to New Location - Special leave will 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.
- 37.8 A staff member who identifies as an Indigenous Australian will be granted up to one day special leave per year to enable the staff member to participate in the 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 as negotiated between the supervisor and staff member.
- 37.9 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 Government Sector Employment Regulation 2014 at the time the leave is taken.
- 37.10 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 38, Leave for Matters Arising from Domestic Violence, have been exhausted, the Commissioner will 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.

38. Leave for Matters Arising from Domestic Violence

- 38.1 The definition of domestic violence is found in clause 2(j), of clause 2, Definitions, of this award.
- 38.2 Leave entitlements provided for in clause 28, Family and Community Service Leave, clause 29, Sick Leave and clause 31, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 38.3 Where the leave entitlements referred to in subclause 38.2 are exhausted, the Commissioner will 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.
- 38.4 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.
- 38.5 Personal information concerning domestic violence will be kept confidential by the NSW Police Force.
- 38.6 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*.
- 38.7 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.

39. Leave Without Pay

- 39.1 The Commissioner may grant leave without pay to a staff member if good and sufficient reason is shown.
- 39.2 Leave without pay may be granted on a full-time or a part-time basis.
- 39.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member will be paid for any proclaimed public holidays falling during such leave without pay.
- 39.4 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 will count as service for incremental progression and accrual of recreation leave.
- 39.5 A staff member who has been granted leave without pay, will not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Commissioner.
- 39.6 A staff member will 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 will be taken before leave without pay.
- 39.7 No paid leave will be granted during a period of leave without pay.
- 39.8 A permanent appointment may be made to the staff member's position if:
- 39.8.1 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
 - 39.8.2 the staff member is advised of the Commissioner's proposal to permanently backfill their position; and
 - 39.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - 39.8.4 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.
- 39.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 39.10 The staff member does not cease to be employed by the NSW Police Force if their position is permanently backfilled.
- 39.11 Subclause 39.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 34.9.1(a) of clause 34, Parental Leave or to military leave.

SECTION 6 - MISCELLANEOUS**40. Trade Union Training Courses**

- 40.1 The following training courses will attract the grant of special leave as specified below: -
- 40.1.1 Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the conditions, on which special leave for such courses will be granted, will be negotiated between the Commissioner and the Association under a local arrangement.

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

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

41. Deduction of Union Membership Fees

At the staff member's election, the Commissioner will 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 as a local arrangement.

42. Anti-Discrimination

- 42.1 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.
- 42.2 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.
- 42.3 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.
- 42.4 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.
- 42.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

43. 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) will be a probationary period and the officer's conduct and performance will 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.

43.1 Advertisement Action

All promotional positions will be advertised on 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 Role Description (formerly known as a Position Overview). 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.

43.2 Selection Committee

A selection panel 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.

43.3 Convenor

A convenor of the selection panel will be nominated. The role of the convenor will include ensuring that no member of the panel 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.

43.4 Culling of Applications

A cull will be conducted by the panel 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.

43.5 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.

43.6 Attendance at Interview

Where an officer is rostered for work at the time of interview they will 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 will be without pay. Every effort will be made to roster officers on duty to facilitate their attendance at interview.

43.7 Selection Committee Report

The selection panel will be required to produce a written report on the selection process specifically detailing reasons for selection and non-selection.

43.8 Approving Officer

The Region Commander (or equivalent) will under delegation from the Commissioner be the Approving Officer. Notification of successful applicants to promotional positions will be published at the earliest possible opportunity in the Police Monthly.

43.9 Services Check

A check of the conduct and services of the recommended officer will be made with their supervising officer.

44. Training and Development

44.1 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.

44.2 All officers will be actively encouraged to participate in other staff development courses to improve their own development and individual competencies.

45. Study Assistance

45.1 The Commissioner has the power to grant or refuse study time.

45.2 Where the Commissioner approves the grant of study time, the grant will be subject to:

45.2.1 The course being a course relevant to the NSW Police Force and/or the public service;

45.2.2 The time being taken at the convenience of the NSW Police Force; and

45.2.3 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.

45.3 Study time may be granted to both full and part-time staff members. Part-time staff members however will be entitled to a pro-rata allocation of study time to that of a full-time staff member.

45.4 Study time may be used for:

45.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or

45.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or

45.4.3 Private study; and/or

45.4.4 Accumulation, subject to the conditions specified in subclauses 45.6 to 45.10 of this clause.

45.5 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: -

- 45.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 45.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 45.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 45.6 to 45.10 of this clause.
- 45.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW Police Force.
- 45.7 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.
- 45.8 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.
- 45.9 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.
- 45.10 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.
- 45.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 45.12 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.
- 45.13 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.
- 45.14 Repeated subjects - Study time may not be granted for repeated subjects.
- 45.15 Expendable grant - Study time if not taken at the nominated time will 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.
- 45.16 Examination Leave - Examination leave will be granted as special leave for all courses of study approved in accordance with this clause.
- 45.17 The period granted as examination leave will include:
- 45.17.1 Time actually involved in the examination;
- 45.17.2 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.
- 45.18 The examination leave will be granted for deferred examinations and in respect of repeat studies.

46. Special Constable (Security) Consultative Committee

- 46.1 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.
- 46.2 The parties agree that members of the Committee should include a representative from the Security Management Unit; Communications & Security Command, a representative of the Association and one delegate.
- 46.3 This Committee will meet on a needs basis within one week at the request of either party, or other agreed time frame.

47. Uniforms

Suitable uniforms of good quality as approved by the Commissioner of Police will be provided to all Special Constables (Security) on the following basis:

47.1 Initial Issue Full Time Officers

All full time Special Constables (Security) recruited to the NSW Police Force will be issued with the following items of uniform:

Male Officers

One (1) set of Basket Weave
Leather Gear
One (1) Leather Duty Jacket
Two (2) Jumpers
Four (4) Pairs of Trousers
Eight (8) Shirts
Two (2) Ties
Two (2) Pairs of Boots
One (1) Wide-brimmed Hat
One (1) Wide-brimmed Hat
Cover
One (1) Antron Cap
One (1) Raincoat
One (1) Cap Cover
Seven (7) Pairs of Socks

Female Officers

One (1) Set of Basket Weave
Leather Gear
One (1) Leather Duty Jacket
Two (2) Jumpers
One (1) Raincoat
Four (4) Pairs of Culottes
Two (2) Pairs of Slacks
Eight (8) Blouses
One (1) Wide-brimmed Hat
One (1) Wide-brimmed Hat
Cover
Two (2) Pairs of Boots
One (1) Dress Hat
One (1) Dress Hat Cover
Two (2) Ties
Three (3) Pairs of Socks

(a) Annual Issue

All full time male Special Constables (Security) will be issued in their second and subsequent years of service, with seven (7) pairs of socks. All full time female Special Constables (Security) will 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) will, in addition to the uniform issued above, be paid a stocking allowance equal to that paid to female Police Officers under clause 65.8 of the Crown Employees (Police Officers - 2017) Award.

47.2 Initial Issue Part Time Officers

All part time Special Constables (Security) recruited to the NSW Police Force will 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) will be issued in their second and subsequent years of service, with five (5) pairs of socks. All part time female Special Constables (Security) will 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) will, 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 subclause 65.8 of the Crown Employees (Police Officers - 2017) Award.

47.3 Initial Issue Casual Officers

All casual Special Constables (Security) recruited to the NSW Police Force will 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) will be issued in their second and subsequent years of service, with three (3) pairs of socks. All casual female Special Constables (Security) will 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) will, 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 65.8 of the Crown Employees (Police Officers - 2017) Award.

47.4 Condemnation

Except for the annual issue of socks, all items of uniform will be replaced on condemnation only.

47.5 Plain Clothes Allowance

Officers who are required to work in plain clothes as a result of the unavailability of uniforms or pregnancy, will 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 65.9 of the Crown Employees (Police Officers - 2017) Award.

Provided that such an allowance will not be payable prior to the officer receiving the initial issue of clothing provided for in subclauses 47.1, 47.2 and 47.3 of this clause.

48. Secure Employment

48.1 Work Health and Safety

48.1.1 For the purposes of this subclause, the following definitions will 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.

48.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will 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.

48.1.3 Nothing in this subclause 48.1 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*.

48.2 Disputes Regarding the Application of this Clause

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

- 48.3 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.

49. Area, Incidence and Duration

- 49.1 This award applies to all officers as defined in clause 2 of this award.
- 49.2 This award is made following an application for a new award pursuant to section 10 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Police Force Special Constables) (Security) Interim Award 2024 made on 25 September 2024.
- 49.3 This award has effect from the beginning of the first full pay period on or after 1 July 2024 and will remain in force until 30 June 2027.
- 49.4 This award remains in force until varied or rescinded,

50. No Extra Claims

50. The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act 1996*, there will 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 officers covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties.
- 50.2 This undertaking does not prevent the parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements in the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

PART B

MONETARY RATES

Table 1 - Wages

Progression to the 2nd and 3rd year rate will be dependent upon completion of 12 months satisfactory service at the previous year's rate of pay and satisfactory conduct.

An officer will according to rank held and years of service be paid a weekly wage of not less than the following effective from the first full pay period to commence on or after 1 July 2024, 1 July 2025 and 1 July 2026:

(a) Special Constable (Security)

	Per Week \$ [2024] NSWIRComm 1034 2%	Per Week \$ 1 July 2024 8% work value	Per Week \$ 1 July 2024 3%	Per Week \$ 1 July 2025 3%	Per Week \$ 1 July 2026 3%
1st year of service	1155.80	1248.30	1285.70	1324.30	1364.00
2nd year of service	1175.20	1269.20	1307.30	1346.50	1386.90
3rd year of service and thereafter	1198.10	1293.90	1332.70	1372.70	1413.90

Progression to the 2nd and 3rd year rate will 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

	Per Week \$ [2024] NSWIRComm 1034 2%	Per Week \$ 1 July 2024 8% work value	Per Week \$ 1 July 2024 3%	Per Week \$ 1 July 2025 3%	Per Week \$ 1 July 2026 3%
1st year of service and thereafter	1218.50	1316.00	1355.50	1396.20	1438.10

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)

	Per Week \$ [2024] NSWIRComm 1034 2%	Per Week \$ 1 July 2024 8% work value	Per Week \$ 1 July 2024 3%	Per Week \$ 1 July 2025 3%	Per Week \$ 1 July 2026 3%
1st year of service	1304.20	1408.50	1450.80	1494.30	1539.10
2nd year of service and thereafter	1333.80	1440.50	1483.70	1528.20	1574.00

(d) Special Constable (Security), Field Supervisor

	Per Week \$ [2024] NSWIRComm 1034 2%	Per Week \$ 1 July 2024 8% work value	Per Week \$ 1 July 2024 3%	Per Week \$ 1 July 2025 3%	Per Week \$ 1 July 2026 3%
1st year of service	1492.40	1611.80	1660.20	1710.00	1761.30
2nd year of service and thereafter	1524.40	1646.40	1695.80	1746.70	1799.10

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) will 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 first full pay period on or after 1 July 2023 [2024] NSWIRComm 1034 2%	Amount \$ Effective from first full pay period on or after 1 July 2024 8% work value	Amount \$ Effective from first full pay period on or after 1 July 2024 3%	Amount \$ Effective from first full pay period on or after 1 July 2025 3%	Amount \$ Effective from first full pay period on or after 1 July 2026 3%
1	17A	Overwatch Duties Allowance			\$ 5.40 per hour	\$5.56 per hour	\$5.73 per hour
2	18	Full time Special Constables (Security), Monday to Friday, Shift Allowance	78.80	85.10	87.65	90.30	93.00
3	11	Full time Special Constables (Security), Saturday and Sunday Shift Allowance	222.70	240.50	247.70	255.15	262.80

3	20.3(e)	Meal Allowance	10.75	37.65	As per ATO	As per ATO	As per ATO
		Subsequent meal allowance	9.95				

I. TAYLOR *J, President.*

Printed by the authority of the Industrial Registrar.

(1901)

SERIAL C9918

CROWN EMPLOYEES (SAS TRUSTEE CORPORATION) AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 342504 of 2024)

Before Vice President Chin

19 November 2024

AWARD

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1. Arrangement

Clause No.	Subject Matter
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2. Title

This award shall be known as the Crown Employees (SAS Trustee Corporation) Award 2024.

3. Definitions

- 3.1 Act means the *Government Sector Employment Act 2013*.
- 3.2 Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.
- 3.3 Agreement means an agreement referred to in section 51 of the Act or an agreement as defined in the *Industrial Relations Act 1996 (NSW)*.
- 3.3 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.4 At the convenience of means the operational requirements permit the employee's release from duty or that satisfactory arrangements are able to be made for the performance of the employee's duties during the absence.

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

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

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

4. Parties to the Award

The parties to this award are:

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

Industrial Relations Secretary; and

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

5. Conditions of Employment

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

6. Coverage

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

7. Statement of Intent

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

8. Work Environment

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

9. Grievance and Dispute Settling Procedures

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

10. Salaries and Grades

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

SECTION 2 - ATTENDANCE/HOURS OF WORK**11. Working Hours**

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

12. Casual Employment

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

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

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

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

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

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

12.4 Overtime

12.4.1 Casual employees shall be paid overtime for work performed:

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

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

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

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

12.5 Leave

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

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

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

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

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

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

12.6 Personal Carers entitlement for casual employees

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

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

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

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

12.6.4 The casual employee shall, if required,

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

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

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

12.7 Bereavement entitlements for casual employees

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

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

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

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

12.8 Application of other clauses of this Award to casual employees

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

- 11 Working Hours
- 16 Variation of Hours

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

13. Part-Time Employment

13.1 General

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

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

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

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

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

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

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

13.2 Additional hours

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

- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
- (b) if working under a Flexible Working Hours scheme under clause 21 of this award, have the time worked credited as flex time.

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

14. Morning and Afternoon Breaks

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

15. Meal Breaks and Lactation Breaks

15.1 General meal breaks

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

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

15.2 Lactation Breaks

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

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

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

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

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

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

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

- 15.2.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise

sick leave in accordance with clause 70, Sick Leave to care for a Family Member, of this Award, or access to the flexible working hours scheme provided in clause 21, Flexible Working Hours, of this Award, where applicable.

16. Variation of Hours

- 16.1 If the Chief Executive Officer is satisfied that an employee is unable to comply with the general hours operating in the Corporation because of limited transport facilities, urgent personal reasons, community or family reasons, the Chief Executive Officer may vary the employee's hours of attendance on a one off, short or long-term basis, subject to the following:
- 16.1.1 the variation does not adversely affect the operational requirements;
 - 16.1.2 there is no reduction in the total number of daily hours to be worked;
 - 16.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
 - 16.1.4 a lunch break of one hour is available to the employee, unless the employee elects to reduce the break to not less than 30 minutes;
 - 16.1.5 no overtime or meal allowance payments are made to the employee, as a result of an agreement to vary the hours;
 - 16.1.6 ongoing arrangements are documented; and
 - 16.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

17. Natural Emergencies and Major Transport Disruptions

- 17.1 An employee prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 17.1.1 apply to vary the working hours as provided in clause 16, Variation of Hours, of this award; and/or
 - 17.1.2 negotiate an alternative working location with the Corporation; and/or
 - 17.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

18. Notification of Absence from Duty

- 18.1 If an employee is to be absent from duty, other than on authorised leave, the employee must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible.
- 18.2 If an employee is absent from duty without authorised leave to the satisfaction of the Chief Executive Officer, the amount representing the period of absence shall be deducted from the employee's pay.

19. Public Holidays

- 19.1 Unless directed to attend for duty by the Chief Executive Officer, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 19.1.1 a public holiday throughout the State; or
 - 19.1.2 a local holiday in that part of the State at or from which the employee performs duty; or

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

20. Standard Working Hours

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

21. Flexible Working Hours

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

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

- 21.16.2 Where it appears an employee may exceed a 10-hour credit, as per subclause 21.12 of this clause strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.
- 21.16.3 Flex leave may be taken on consecutive working days.
- 21.16.4 Absences on flex leave may be combined with other periods of authorised leave.
- 21.17 Absence during coretime - Where an employee needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 57, Absence from Work, of this award.
- 21.18 Standard hours - Notwithstanding the provisions of this clause, the Chief Executive Officer may direct the employee to work standard hours and not flexible hours:
 - 21.18.1 where the Chief Executive Officer decides that the working of flexible hours by an employee or members does not suit the operational requirements of the Corporation or section of the Corporation, the Association shall be consulted, where appropriate; or
 - 21.18.2 as remedial action in respect of an employee who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 21.19 Easter concession - Employees who work under a flexible working hours scheme may be granted, subject to the convenience of the Corporation, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

22. Non-Compliance

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

23. Flexible Work Practices

- 23.1 Nothing in this award shall affect the hours of duty of an employee who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.
- 23.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 shall be subject to the conditions specified in this award and in consultation with the Association.

24. Existing Hours of Work Determinations

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

SECTION 3 - TRAVEL ARRANGEMENTS

25. Travelling Compensation

- 25.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by the Corporation.
- 25.2 The Chief Executive Officer shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.

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

26. Assistance with Public Transport Tickets for Travel to Work

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

27. Excess Travelling Time

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

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

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

28. Waiting Time

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

29. Meal Expenses on One-Day Journeys

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

30. Restrictions on Payment of Travelling Allowances

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

31. Production of Receipts

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

32. Travelling Distance

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

SECTION 4 - ALLOWANCES AND OTHER MATTERS

33. Allowance Payable for Use of Private Motor Vehicle

33.1 The Chief Executive Officer may authorise an employee to use a private motor vehicle for work where:

33.1.1 Such use will result in greater efficiency or involve the Corporation in less expense than if travel were undertaken by other means; or

33.1.2 Where the employee is unable to use other means of transport due to a disability.

33.2 An employee who, with the approval of the Chief Executive Officer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified the prevailing ATO ruling for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 33.4 of this clause.

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

33.3.1 The casual rate is payable if an employee elects, with the approval of the Chief Executive Officer, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.

33.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.

33.4 Deduction from allowance

33.4.1 Except as otherwise specified in this award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.

33.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 33.4.3 of this subclause.

33.4.3 Designated headquarters

- (a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.

- (b) 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.

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

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

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

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

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

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

34. Damage to Private Motor Vehicle Used for Work

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

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

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

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

34.2.1 The damage was sustained on approved work activities; and

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

35. Overseas Travel

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

36. Exchanges

- 36.1 The Chief Executive Officer may arrange two way or one way exchanges with other organisations both public and private, if the Corporation or the employee will benefit from additional training and development which is intended to be used in the carrying out of the Corporation's business.
- 36.2 The conditions applicable to those employees who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case (Item 1 of Table 1 - Allowances of Part B, Monetary Rates).
- 36.3 The provisions of this subclause do not apply to the loan of services of employees to the Association. The provisions of clause 45, Conditions Applying to On Loan Arrangements, of this award apply to employees who are loaned to the Association.

37. Room at Home Used as Office

- 37.1 Where no Corporation office is provided in a particular location - Where it is impractical to provide an office in a particular location, employees stationed in such a location may be required to use a spare room at their home as an office. In such cases, the Corporation will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 2 of Table 1 - Allowances of Part B, Monetary Rates is payable for the use of a room at home as an office.
- 37.2 Where an office exists in a particular location - Where a Corporation office or offices already exist in a particular location but the employee and the Chief Executive Officer agree that the employee could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 37.1 of this clause shall not apply in these circumstances.
- 37.3 Requirements - Arrangements under subclauses 37.1 or 37.2 of this clause shall be subject to:
- 37.3.1 A formal agreement being reached in respect of the hours to be worked; and
- 37.3.2 The occupational health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7, Working from Home in the Flexible Work Practices, Policy and Guidelines.

38. Semi-Official Telephones

- 38.1 Reimbursement of expenses associated with a private telephone service installed at the residence of an employee shall be made as specified in this clause if the employee is required to be contacted or is required to contact others in connection with the duties of his/her position in the Corporation, as and when required.
- 38.2 The service must be located in the employee's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the employee.

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

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

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

40. First Aid Allowance

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

41. Review of Allowances Payable in Terms of this Award

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

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES**42. Trade Union Activities Regarded as on Duty**

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

43. Trade Union Activities Regarded as Special Leave

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

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

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

44. Trade Union Training Courses

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

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

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

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

45. Conditions Applying to on Loan Arrangements

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

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

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

45.1.2 Briefing counsel on behalf of the Association;

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

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

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

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

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

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

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

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

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

46. Period of Notice for Trade Union Activities

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

47. Access to Facilities by Trade Union Delegates

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

47.1.1 Telephone, facsimile, internet and email facilities;

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

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

48. Responsibilities of the Trade Union Delegate

48.1 Responsibilities of the Association delegate are to:

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

48.1.2 Participate in the workplace consultative processes, as appropriate;

48.1.3 Follow the dispute settling procedure applicable in the workplace;

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

48.1.5 Account for all time spent on authorised Association business;

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

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

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

49. Responsibilities of the Trade Union

49.1 Responsibilities of the Association are to:

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

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

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

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

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

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

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

50. Responsibilities of Workplace Management

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

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

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

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

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

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

50.1.6 Where an Association activity provided under this clause needs to be undertaken during an approved period of flexi leave, apply the provisions of paragraph 50.1.5 of this clause;

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

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

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

51. Right of Entry Provisions

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

52. Travelling and Other Costs of Trade Union Delegates

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

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

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

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

53. Industrial Action

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

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

54. Consultation and Technological Change

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

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

55. Deduction of Trade Union Membership Fees

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

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

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

SECTION 6 - LEAVE

56. Leave - General Provisions

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

57. Absence from Work

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

58. Applying for Leave

- 58.1 An application by an employee for leave under this award shall be made to and dealt with by the Chief Executive Officer.
- 58.2 The Chief Executive Officer shall deal with the application for leave according to the wishes of the employee, if the operational requirements of the Corporation permit this to be done.

59. Extended Leave

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

60. Family and Community Service Leave

- 60.1 The Chief Executive Officer shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 60.2 of this clause. The Chief Executive Officer may also grant leave for the purposes in subclause 60.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 60.2 Such unplanned and emergency situations may include, but not be limited to, the following: -
- 60.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - 60.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 60.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens an employee's property and/or prevents an employee from reporting for duty;
 - 60.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 60.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Chief Executive Officer considers the granting of family and community service leave to be appropriate in a particular case.
- 60.3 Family and community service leave may also be granted for:
- 60.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - 60.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.
- 60.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 70.4.2 of clause 70, Sick Leave to Care for a Family Member, of this award.
- 60.5 Family and community service leave shall accrue as follows:
- 60.5.1 two and a half days in the employee's first year of service;
 - 60.5.2 two and a half days in the employee's second year of service; and
 - 60.5.3 one day per year thereafter.
- 60.6 If available family and community service leave is exhausted as a result of natural disasters, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises.
- 60.7 If available family and community service leave is exhausted on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.

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

61. Leave Without Pay

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

62. Military Leave

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

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

63. Observance of Essential Religious or Cultural Obligations

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

64. Parental Leave

- 64.1 Parental leave includes maternity, adoption and "other parent" leave.
- 64.2 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:
- 64.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 64.2.2 For a further period of up to 12 months after the actual date of birth.
- 64.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 64.3 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
- 64.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 64.3.2 For such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer may determine, if the child has commenced school at the date of the taking of custody.
- 64.3.3 Special Adoption Leave - An employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- 64.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 64.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 64.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph 64.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 64.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks. An employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- 64.5.1 applied for parental leave within the time and in the manner determined set out in subclause 64.10 of this clause; and
- 64.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 64.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.

- 64.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 64.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - 64.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - 64.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 64.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 64.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - 64.7.2 at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
 - 64.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 64.8 Except as provided in subclauses 64.5, 64.6 and 64.7 of this clause parental leave shall be granted without pay.
- 64.9 Right to request
- 64.9.1 An employee who has been granted parental leave in accordance with subclauses 64.2, 64.3 or 64.4 of this clause may make a request to the Chief Executive Officer to:
 - (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the employee in reconciling work and parental responsibilities.
 - 64.9.2 The Chief Executive Officer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Chief Executive Officer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 64.10 Notification Requirements
- 64.10.1 When the Corporation is made aware that an employee or their spouse is pregnant or is adopting a child, the Corporation must inform the employee of their entitlements and their obligations under the award.
 - 64.10.2 An employee who wishes to take parental leave must notify the Chief Executive Officer in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (a) that she/he intends to take parental leave, and

- (b) the expected date of birth or the expected date of placement, and
 - (c) if she/he is likely to make a request under subclause 64.9 of this clause.
- 64.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:
 - (a) the date on which the parental leave is intended to start, and
 - (b) the period of leave to be taken.
- 64.10.4 The employee's request and the Chief Executive Officer's decision are to be in writing.

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

- 64.16 An employee may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 64.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 64.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 64.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - 64.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 64.18 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Chief Executive Officer, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 64.19 If such adjustments cannot reasonably be made, the Chief Executive Officer must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- 64.20 Communication during parental leave
- 64.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Corporation shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - 64.20.2 The employee shall take reasonable steps to inform the Chief Executive Officer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
 - 64.20.3 The employee shall also notify the Chief Executive Officer of changes of address or other contact details which might affect the Corporation's capacity to comply with paragraph 64.20.1 of this subclause.

65. Purchased Leave

- 65.1 An employee may apply to enter into an agreement with the Chief Executive Officer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 65.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account Corporation business needs and work demands.

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

66. Recreation Leave

- 66.1 Accrual
 - 66.1.1 Except where stated otherwise in this award, paid recreation leave for full time employees and recreation leave for employees working part time, accrues at the rate of 20 working days per year. Employees working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
 - 66.1.2 Recreation leave accrues from day to day.
- 66.2 Limits on Accumulation and Direction to Take Leave
 - 66.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement with the Chief Executive Officer in special circumstances.
 - 66.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Chief Executive Officer according to the wishes of the employee.
 - 66.2.3 The Chief Executive Officer shall notify the employee in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Corporation.

- 66.2.4 The Chief Executive Officer shall notify the employee in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.
- 66.2.5 An employee must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Corporation must cooperate in this process. The Corporation may direct an employee with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by the beginning of February of the following year.
- 66.3 Conservation of Leave - If the Chief Executive Officer is satisfied that an employee is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Chief Executive Officer shall:-
- 66.3.1 Specify in writing the period of time during which the excess leave shall be conserved; and
- 66.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 66.3.3 The Chief Executive Officer will inform an employee in writing on a regular basis of the employee's recreation leave accrual.
- 66.4 Miscellaneous
- 66.4.1 Unless a local arrangement has been negotiated between the Chief Executive Officer and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- 66.4.2 Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 66.4.3 Recreation leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 66.4.4 of this subclause.
- 66.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act* 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 66.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 66.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 66.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 66.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 64, Parental Leave, of this award.
- 66.4.8 On cessation of employment, an employee is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 66.4.9 An employee to whom paragraph 66.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.

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

67. Annual Leave Loading

- 67.1 General - Unless more favourable conditions apply to an employee under another industrial instrument, an employee, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 67.2 to 67.4 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 67.2 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the employee is paid, the annual leave loading payable shall not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 67.3 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 67.4 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- 67.4.1 Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when an employee takes at least two (2) consecutive weeks recreation leave. Where an employee does not have at least 2 weeks recreation leave available, the employee may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The employee shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.

67.4.2 If at least two weeks leave, as set out in paragraph 67.4.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the employee as at 30 November of the current year.

67.4.3 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 67.4.1 of this subclause, is taken.

67.4.4 An employee who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the Corporation for any reason other than the employee's serious and intentional misconduct.

67.4.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

68. Sick Leave

68.1 Illness in this clause and in clauses 69 and 70 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.

68.2 Payment for sick leave is subject to the employee:

68.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and

68.2.2 Providing evidence of illness as soon as practicable if required by clause 69, Sick Leave - Requirements for Evidence of Illness, of this award.

68.3 If the Chief Executive Officer is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Chief Executive Officer:

68.3.1 Shall grant to the employee sick leave on full pay; and

68.3.2 May grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this award to sick leave on full pay.

68.4 The Chief Executive Officer may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:

68.4.1 is unable to carry out their duties without distress; or

68.4.2 risks further impairment of their health by reporting for duty; or

68.4.3 is a risk to the health, wellbeing or safety of other employees, Corporational clients or members of the public.

68.5 The Chief Executive Officer may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.

68.6 Entitlements. Existing employees at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.

68.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.

68.6.2 After the first four months of employment, the employee shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.

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

69. Sick Leave - Requirements for Evidence of Illness

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

disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Corporation.

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

69.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Chief Executive Officer's discretion, another registered health services provider, or

69.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 69.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or

69.7.3 at the Chief Executive Officer's discretion, other forms of evidence that satisfy that an employee had a genuine illness.

69.8 If an employee who is absent on recreation leave or extended leave, furnishes to the Chief Executive Officer satisfactory evidence of illness in respect of an illness which occurred during the leave, the Chief Executive Officer may, subject to the provisions of this clause, grant sick leave to the employee as follows:

69.8.1 In respect of recreation leave, the period set out in the evidence of illness;

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

69.9 Subclause 69.8 of this clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

70. Sick Leave to Care for a Family Member

70.1 Where family and community service leave provided for in clause 60 of this award is exhausted or unavailable, an employee with responsibilities in relation to a category of person set out in subclause 70.4 of this clause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

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

70.3 If required by the Chief Executive Officer to establish the illness of the person concerned, the employee must provide evidence consistent with subclause 69.6 of clause 69, Sick Leave - Requirements for Evidence of Illness, of this award.

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

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

70.4.2 The person concerned being:

(a) a spouse of the employee; or

(b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or

- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household,

where for the purposes of this definition:

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

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

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

71. Sick Leave - Workers Compensation

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

leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.

- 71.10 If the Chief Executive Officer provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails, to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 71.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- 71.12 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:
- 71.12.1 The employee's claim for workers compensation;
 - 71.12.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 71.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 71.12.4 Action taken by the Chief Executive Officer either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

72. Sick Leave - Claims Other than Workers Compensation

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

73. Special Leave

73.1 Special Leave - Jury Service

- 73.1.1 An employee shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the employee.
- 73.1.2 A employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Chief Executive Officer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any

payment or payments made to the employee under section 72 of the *Jury Act 1977* in respect of any such period.

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

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT**74. Staff Development and Training Activities**

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

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

75. Study Assistance

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

- 75.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Corporation.
- 75.7 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 75.8 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 75.9 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 75.10 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 75.11 Correspondence Courses - Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 75.12 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 75.13 Repeated subjects - Study time shall not be granted for repeated subjects.
- 75.14 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 75.15 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 75.16 The period granted as examination leave shall include:
- 75.16.1 Time actually involved in the examination;
- 75.16.2 Necessary travelling time, in addition to examination leave,
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the employee.
- 75.17 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 75.18 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 75.19 All employees are eligible to apply and no prior service requirements are necessary.
- 75.20 Study leave shall be granted without pay, except where the Chief Executive Officer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Chief Executive Officer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.

- 75.21 Where financial assistance is approved by the Chief Executive Officer for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 75.22 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Corporation may choose to identify courses or educational programmes of particular relevance or value and establish a Corporation scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SECTION 8 - OVERTIME

76. Overtime - General

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

77. Overtime Worked by Day Workers

- 77.1 The provisions of this clause shall not apply to:
- 77.1.1 Employees covered by formal local arrangements in respect of overtime negotiated between the Chief Executive Officer and the Association;
 - 77.1.2 Employees to whom overtime provisions apply under another industrial instrument;
 - 77.1.3 Employees whose salary includes compensation for overtime; and

77.1.4 Employees who receive an allowance in lieu of overtime.

77.2 Rates - Overtime shall be paid at the following rates:

77.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the employee's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements apply;

77.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;

77.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;

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

77.3 If an employee is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.

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

77.5 Rest Periods

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

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

78. Overtime Meal Breaks

78.1 Employees not working flexible hours - An employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

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

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

79. Overtime Meal Allowances

79.1 If an adequate meal is not provided by the Corporation, a meal allowance shall be paid by the Corporation at the appropriate rate specified in the prevailing ATO ruling, provided the Chief Executive Officer is satisfied that:

79.1.1 the time worked is directed overtime;

- 79.1.2 the employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 79.1.3 where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so; and
- 79.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 79.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Chief Executive Officer shall approve payment of actual expenses.
- 79.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 79.4 Receipts shall be provided to the Chief Executive Officer or his/her delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.
- 79.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer and the Association from negotiating different meal provisions under a local arrangement.

80. Rate of Payment for Overtime

An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 (as set out in the Crown Employees (Public Sector - Salaries 2018) Award and any variation or replacement award), as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Chief Executive Officer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.

81. Payment for Overtime or Leave in Lieu

- 81.1 the Chief Executive Officer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the employee so elects, by the grant of leave in lieu in accordance with subclause 81.2 of this clause.
- 81.2 The following provisions shall apply to the leave in lieu: -
- 81.2.1 The employee shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the employee intends to take leave in lieu of payment.
- 81.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
- 81.2.3 The leave must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 70, Sick Leave to Care for a Sick Family Member, of this award apply.
- 81.2.4 The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the employee's Corporation or section;
- 81.2.5 Leave in lieu accrued in respect of overtime shall be given by the Corporation and taken by the employee within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer and the Association.
- 81.2.6 An employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

82. Calculation of Overtime

- 82.1 Unless a minimum payment in terms of subclause 77.4 of clause 77, Overtime Worked by Day Workers, of this award applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- 82.2 The formula for the calculation of overtime at ordinary rates for employees employed on a five (5) day basis shall be:
- $$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$
- 82.3 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- 82.4 Overtime is not payable for time spent travelling.

83. Provision of Transport in Conjunction with Working of Overtime

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

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

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above rests with administrative units of Corporations where knowledge of each particular situation will enable appropriate judgements to be made.

- 83.2 Arrangement of Overtime

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

- 83.3 Provision of Taxis

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

SECTION 9 - MISCELLANEOUS

84. Anti-Discrimination

- 84.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 84.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 84.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

84.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;

84.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

84.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

84.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

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

84.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

85. Secure Employment

85.1 Objective of this Clause

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

85.2 Casual Conversion

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

85.2.2 Where the Corporation employs such a casual employee, the Corporation shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the Corporation fails to comply with this notice requirement.

85.2.3 Any casual employee who has a right to elect under paragraph 85.2.1, upon receiving notice under paragraph 85.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Chief Executive Officer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the Chief Executive Officer shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Chief Executive Officer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

85.2.4 Any casual employee who does not, within four weeks of receiving written notice from the Chief Executive Officer, elect to convert his or her ongoing contract of employment to full-time

employment or part-time employment will be deemed to have elected against any such conversion.

85.2.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Chief Executive Officer.

85.2.6 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 85.2.3, the Chief Executive Officer and employee shall, in accordance with this paragraph, and subject to paragraph 85.2.3, discuss and agree upon:

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

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

85.2.7 Following an agreement being reached pursuant to paragraph 85.2.6, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

85.3 Work Health and Safety

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

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

85.3.2 If the Corporation engages a labour hire business and/or a contract business to perform work wholly or partially on the Corporation's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (b) provide employees of the labour hire business and/or contract business with appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

85.4 Disputes Regarding the Application of this Clause

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

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

86. Existing Entitlements

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

87. Area, Incidence and Duration

87.1 This award removes any doubt that the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 published 2 October 2016 (380 I.G. 1292) and all variations thereof do not apply to the employees who are now covered under this award.

87.2 This award rescinds and replaces the Crown Employees (SAS Trustee Corporation) Award 2021 published on 4 August 2023 (394 I.G. 1519) from 1 July 2024 and shall remain in force until 30 June 2027.

88. No Extra Claims

The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act 1996*, there will 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 the nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties.

This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

PART B**Table 1: Allowances of Part B - Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.**

Item No.	Clause No.	Description	Amount FFPP 1.7.2023	Amount FFPP 1.7.2024	Amount FFPP 1.7.2025	Amount FFPP 1.7.2026
1	36.2	Exchanges	Actual cost4.00%	Actual cost 4%	Actual cost 3%	Actual cost 3%
2	37.1	Room at home used as office	\$1,112 pa	\$1,088	Per CPI increase	Per CPI increase
3	40.1	First aid allowance	Per annum	per annum	Per annum	Per annum
		- Holders of basic qualifications	\$1,018	\$1,059	\$1,080	\$1,112
		- Holders of current occupational first aid certificate	\$1,529	\$1,590	\$1,622	\$1,671

Table 2 - Salary Rates

Clauses 3.14, 6 and 87.2

Grade	Salary rate from first full pay period on or after 1 July 2023 4.00% \$	Salary rate from first full pay period on or after 1 July 2024 4.00% \$	Salary rate from first full pay period on or after 1 July 2025 3.00% \$	Salary rate from first full pay period on or after 1 July 2026 3.00% \$
STC Grade 4	89,092	92,656	94,518	97,354
STC Grade 5	98,941	102,899	104,966	108,115
STC Grade 6	104,980	109,179	111,373	114,714
STC Grade 7	112,414	116,911	119,260	122,838
STC Grade 8	120,820	125,653	128,178	132,023
STC Grade 9	127,921	133,038	135,712	139,783
STC Grade 10	138,427	143,964	146,857	151,263

D. CHIN J, *Vice President.*

Printed by the authority of the Industrial Registrar.

LANDCOM AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 342489 of 2024)

Before Vice President Chin

19 November 2024

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Area, Incidence and Duration
4.	Parties and Coverage
5.	Definitions
6.	Local Arrangements
7.	Dispute Resolution
8.	Consultation
9.	Salaries
10.	Classifications
11.	No Extra Claims
12.	Hours of Work
13.	Agreed Absences
14.	Standard Hours
15.	Part Time Staff Members
16.	Filling Positions
17.	Casual Employment
18.	Recruitment and Selection
19.	Job Evaluation
20.	Salary Sacrifice and Packaging
21.	Payment of Expenses
22.	Higher Duties Allowance
23.	Allowances - General
24.	Excess Travelling Time
25.	Meal Allowances
26.	Use of Private Motor Vehicles
27.	Overseas Travel
28.	First Aid Allowance
29.	Weekend and Public Holiday Allowance
30.	Uniforms, Protective Clothing and their Maintenance
31.	Compensation for Damage to or Loss of Private Property
32.	Overtime
33.	Rates for Payment of Overtime
34.	Rest Periods
35.	Meal Breaks
36.	Compensation for Directed Overtime
37.	Provision of Transport
38.	Leave
39.	Annual Leave
40.	Sick Leave

41. Sick Leave - Workers' Compensation
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43. Sick Leave - Requirements for Medical Certificate
44. Sick leave to Care for a Family Member
45. Maternity Leave
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50. Long service Leave
51. Leave Without Pay
52. Military Leave
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55. Staff Development, Training Activities and Study Assistance
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58. Termination of Employment
59. Working from Home
60. Private Employment
61. Management of Displaced Staff Members
62. Child Care Arrangements
63. Performance Management
64. Unsatisfactory Performance or Misconduct
65. Anti-Discrimination
66. Association Activities
67. Access to Facilities
68. Right of Entry
69. Industrial Action
70. Technological Change
71. Association Deductions
72. Public Holidays
73. Community Language Allowance.
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APPENDIX A

APPENDIX B - SALARY SCHEDULE

2. Title

This award shall be known as the Landcom Award 2024.

3. Area, Incidence and Duration

- (1) This award shall apply to all staff members employed by Landcom in accordance with the Act and replaces in full the following:
 - (a) Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
 - (b) Crown Employees (Public Sector - Salaries 2024) Award, or any replacement award
 - (c) Crown Employees (Planning Officers) Award 2021

- (d) Any other award, agreement or determination that affected Landcom as a Division of the Department of Planning within the NSW Public Service.
- (2) Where there may be inconsistencies between this award and conditions of employment affecting staff of Landcom in previous, or other otherwise applicable, awards or agreements, the arrangements in this award shall prevail.
- (3) This award rescinds and replaces the Landcom Award 2022 published 4 August 2023 (394 I.G. 1367) and shall take effect from 1 July 2024 and shall remain in force until 30 June 2027.
- (4) This award complies with Section 19 of the *Industrial Relations Act 1996*.

4. Parties and Coverage

- (1) The parties to this award are Landcom and the Public Service Association and Professional Officer's Association Amalgamated Union of New South Wales.
- (2) The provisions of this award shall apply to staff members employed by Landcom.
- (3) The provisions of this award shall not apply to senior managers above Level 8 salary point 23, employed on written contracts of employment, other than clauses 38 to 53 inclusive, which deal with various leave entitlements.

5. Definitions

"Act" means the *Landcom Corporation Act 2001*.

"Agreement" means an agreement as defined in the *Industrial Relations Act 1996*.

"Approved Course" means a course that is relevant to the employment of the staff member and one that has been approved by the Chief Executive Officer.

"Association" means the Public Service Association and the Professional Officer's Association Amalgamated Union of New South Wales (PSA).

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

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

"At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

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

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

"Corporation" means Landcom as established by the Act.

"Chief Executive Officer" means the Managing Director of Landcom or a person authorised by the Managing Director.

"Daily Spread of Hours" means a 12 hour daily spread of hours for working the 35 hour week, which will normally fall between 7.00 am and 7.00 pm.

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

"Exchange" means an arrangement agreed to by the Chief Executive Officer, the staff member and a public service department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of exchange.

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

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

"Full-time position" means a position that is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

"Headquarters" means the centre to which a staff member is attached or from which a staff member is required to operate on a long-term basis.

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

"Local holiday" means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.

"Long service leave" means long service (previously "extended") leave to which a staff member is entitled under the provisions of this award.

"Normal work", for the purposes of clause 7, Dispute Resolution, of this award, means the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

"Official overseas travel" means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

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

"Overtime" means all time worked outside the Daily Spread of Hours applicable to a staff member working pursuant to the provisions of clause 12, Hours of Work, whether before or after the commencing and finishing times of the Daily Spread of Hours, at the direction of the Chief Executive Officer. "Overtime" also means all time worked outside the set hours of work applicable to a staff member working pursuant to the provisions of clause 14, Standard Hours, whether before or after the commencing and finishing times of the set hours, at the direction of the Chief Executive Officer.

"Part-time entitlement", unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time work arrangement.

"Part-time hours" means the hours that are less than the 35 hours per week that constitute full-time work under this award.

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

"Part-time staff member" means a staff member whose ordinary hours of duty are specified as part-time and whose weekly hours of work are less than the 35 hours per week required of full-time staff members.

"Public holiday" means a bank or public holiday under the *Banks and Bank Holidays Act* 1912, but does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Recall to duty" means those occasions when a staff member is directed to return to duty outside the staff member's Daily Spread of Hours in the case of a staff member working pursuant to the provisions of clause 12, Hours of Work, or outside the staff member's set hours in the case of a staff member working pursuant to the provisions of clause 14, Standard Hours.

"Residence", in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

"Short leave" means the leave which was available to be granted to staff members in the case of pressing necessity that was replaced by the family and community service leave from 20 September 1994.

"Staff member" means an employee, including a casual, temporary or term employee, of Landcom and, unless otherwise specified in this award, includes both full-time and part-time staff members.

"Standby" means an instruction given by the Chief Executive Officer to a staff member to be available for immediate contact in case of a recall to duty.

"Study leave" means the justification for courses at any level or for study tours during which financial assistance may be approved by the Chief Executive Officer.

"Study time" means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course, generally to a maximum of four hours per week during semester or term period.

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

"Temporary work location" means the place at or from which a staff member temporarily performs Landcom work if required to work away from headquarters.

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

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

"Workplace" means the whole of Landcom or, as the case may be, a branch or section of the Corporation in which the staff member is employed.

"Workplace management" means the Chief Executive Officer or any other person authorised by the Chief Executive Officer to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of Landcom or part of the Corporation.

6. Local Arrangements

- (1) Local arrangements may be negotiated between the Chief Executive Officer and the Association in respect of the whole, or part(s), of Landcom.
- (2) All local arrangements negotiated between the Chief Executive Officer and the Association shall be contained in a formal document such as, but not limited to, a co-lateral agreement, exchange of letters, or a memorandum of understanding.

7. Dispute Resolution

- (1) Subject to the provisions of the *Industrial Relations Act* 1996, all grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within Landcom, if required.
- (2) A staff member is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act* 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, the Chief Executive Officer or delegate.
- (4) The immediate supervisor or other appropriate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate supervisor or manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the appropriate General Manager or their nominated representative.
- (6) If the matter remains unresolved, the General Manager or their nominated representative shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (7) A staff member may, at any stage of these procedures, request to be represented by the Association and Landcom will agree to such request.
- (8) Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The staff member, Association and Landcom shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

Whilst the procedures outlined in subclauses (1) to (8) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Landcom staff member or member of the public.

For the purposes of this clause, a "General Manager" is a Landcom manager reporting directly to the Chief Executive Officer.

8. Consultation

- (1) There shall be effective means of consultation on matters of mutual interest and concern, both formal and informal, between Landcom management and the Association.
- (2) The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of this Award. The Consultative Working Party shall consist of both Landcom and Association representatives, to be nominated by the respective parties, to the following maximum numbers:

Landcom representatives	3
Association representatives	3

Either party may have additional representatives attend on their behalf following reasonable notice being given to the other party of such a requirement.

- (3) The Consultative Working Party shall meet within one month of the making of this Award and thereafter every three months, or as otherwise agreed between the parties.
- (4) The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.

9. Salaries

- (a) All Staff Members will be paid in accordance with the salary structures and rates set out in this Award.
- (b) The Corporation shall pay salaries and other moneys to staff members on a fortnightly basis into a nominated account.
- (c) Salaries shall include annual leave loading.

10. Classifications

- (1) The Salaries Schedule at Appendix B of this award contains a single Landcom Officer classification, divided into the three categories of Officer, Management and Senior Management.
- (2) All staff members shall have titles reflect their functional responsibility as determined from time to time by the Corporation.
- (3) Senior Management Category
 - (a) The inclusion of positions in the Senior Management Category shall be at the discretion of the Chief Executive Officer of the Corporation.
 - (b) Staff members appointed by the Chief Executive Officer to positions in the Senior Management Category shall require either one or more of the following:
 - (i) a degree qualification;
 - (ii) a qualification deemed to be equivalent,
 - (iii) an accredited property related qualification as well as demonstrated expertise and experience developed from a range of property disciplines and backgrounds such as, but not limited to, engineering, surveying, valuing, real estate, land economics, and architecture;
 - (iv) equivalent demonstrated successful work experience;
 - (c) Positions identified by the Corporation as having special requirements may not require the staff member appointed to have a degree qualification.
 - (d) The Corporation shall from time to time undertake a formal review of positions included in the Senior Management classification to ensure the Corporation's needs are met.

11. No Extra Claims

The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act 1996*, there will 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 the nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties.

This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

12. Hours of Work

- (1) Notionally, staff members will work a 35 hour week, to be worked over a minimum of 5 days on any of the 7 days of the week.
- (2) The normal working week shall be Monday to Friday, with standard office hours from 9.00 am to 5.00 pm.
- (3) The 12 hour daily spread of hours for working the 35 hour week will normally fall between 7.00 am and 7.00 pm (Daily Spread of Hours), unless otherwise agreed. Where staff members are directed to work outside the Daily Spread of Hours applicable to them, overtime provisions shall apply.
- (4) Staff members must reach agreement with their supervisor regarding hours of work, with such agreement able to include provisions to move the Daily Spread of Hours applicable to each staff member to start or finish outside the usual times of 7.00 am and 7.00 pm respectively.
- (5) Agreements between staff members and supervisors will be aimed at achieving the key results for each position in compliance with the overall Landcom Strategic Plan, Business Plans and the performance criteria agreed upon for each staff member within the Landcom Performance Management System.
- (6) Staff members shall record their times of attendance when working in, or from, a Landcom Office. Landcom Offices include, but are not limited to, Regional, Project, Joint Venture and Sales Offices.
- (7) Staff members shall record the time spent on Landcom work when working under a Working from Home agreement.
- (8) The manner of attendance and/or work recording shall be as decided by Landcom.
- (9) Staff members may take a break of 10 minutes in the morning and afternoon, provided that dealings with the public are not affected, and a meal break of no less than 30 minutes must be taken no later than 5 hours after commencing continuous work.
- (10) A staff member may be required to perform duty beyond the hours determined under this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to staff member health and safety,
 - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of Landcom and the effect on client services,
 - (d) the notice (if any) given by Landcom regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (e) any other relevant matter.

13. Agreed Absences

- (1) All staff members covered by this Award shall be entitled to one paid day off per calendar month (except those staff members working standard hours).
- (2) Each staff member and their supervisor shall agree on the day the staff member is to be absent from work pursuant to this clause.
- (3) To meet Landcom business requirements, a paid day off may be postponed for one or more months. The taking of postponed paid days off is a matter for local arrangement between the staff member and their supervisor.
- (4) Subject to agreement between the staff member and their supervisor, up to five paid days off may be conserved by a staff member each calendar year, subject to the following conditions:
 - (a) the conserved paid days off may be taken during the calendar year, subject to arrangement with the supervisor; or
 - (b) up to five paid days off may be "cashed in" during the calendar year at the staff member's option at the staff member's ordinary salary rate; or
 - (c) any balance of conserved paid days off as at 31 December in each year shall be "cashed in".
- (5) Conserved paid days off in excess of five will be forfeit.
- (6) A staff member may accrue their entitlement to Agreed Absences while they are on leave for a continuous period of up to two calendar months (excluding sick leave). If the period of leave exceeds two calendar months (excluding sick leave), the staff member will cease to accrue their entitlement to Agreed Absences until such time as they return to duty.

14. Standard Hours

- (1) Standard hours are set hours of work commencing at 9.00 am and concluding at 5.00 pm inclusive of one hour set aside for a meal break.
- (2) The Chief Executive Officer may direct that standard hours, or restrictions to the work arrangements set out in clause 12, Hours of Work, be worked in particular circumstances. These circumstances may include, but are not limited to:
 - (a) where the operational requirements of Landcom, or a particular part of the Corporation, cannot accommodate the flexibilities of clause 12, Hours of Work, or
 - (b) remedial action in respect of a staff member is being taken where the staff member has been found to have deliberately and persistently failed to meet the requirement to work 35 hours per week or otherwise abused the work arrangements set out in clause 12, Hours of Work.

15. Part Time Staff Members

- (1) Where appropriate, the provisions of clauses 12, Hours of Work, 13, Agreed Absences and 14, Standard Hours, of this award shall apply to part-time staff members on a pro-rata basis.
- (2) Part-time work is permanent, temporary or term employment and part-time employees work less hours than full-time employees and receive all the entitlements of fulltime employees on a proportional basis.
- (3) Staff members may request to have applications considered to work part-time under this award.
- (4) Staff members working part time must complete a part time work agreement (PTWA) with their supervisor.

- (5) The PTWA must be in writing signed by the staff member and the supervisor and must include:
 - (a) the hours and days to be worked;
 - (b) the starting and finishing times of each work day, if a Standard Hours arrangement is to be worked;
 - (c) the classification of the staff member; and
 - (d) the right (if any) for the staff member to return to full time work.
- (6) The maximum number of weekly hours under the PTWA must be less than the full-time requirement of 35 hours per week in this award.
- (7) The part-time staff member must be paid the same ordinary hourly rate as similarly classified full-time staff member under this award.
- (8) Hours worked that fall outside the ordinary daily hours agreed to, shall be paid at the ordinary time rate, unless such hours would attract payment at overtime rates for a full-time staff member.
- (9) A PTWA can be changed by making a new written agreement between the staff member and supervisor.

16. Filling Positions

- (1) The Chief Executive Officer shall determine the most appropriate method of filling vacant or temporarily created positions in Landcom that best meets the requirements of the Corporation. Positions may be created and filled as:
 - (a) Permanent: a position created on the Landcom staff establishment on a full time or part time basis.
 - (b) Temporary or Term: a position created on the Landcom staff establishment on a full time or part time basis as a temporary position to meet an identified need for a specified period.
 - (i) Temporary positions will be the same as permanent positions in terms of the operation and entitlements of this award. A temporary position may be identical to a permanent position but only required for a specified period of time to meet a Corporation business need or it may be created for the term of a specific project. At the expiration of the period, unless extended beforehand, the period of temporary employment will come to a conclusion.
 - (ii) Term positions will be the same as permanent positions in terms of the operation and entitlements of this award, however they do not need to be the same as a permanent position in terms of work requirements. The positions may specify certain conditions unique to the position such as the requirement to work standard hours, weekend work, complete a specific project, work in a joint venture arrangement, receive special remuneration or any other particular Corporation need. Such positions will normally be created for a specific period of time and at the expiration of the period, unless extended beforehand, the period of term employment arrangement will come to a conclusion.
 - (c) Casual: a position created on the Landcom staff establishment on a full time or part time basis according to the provisions of clause 17, Casual Employment, of this Award. A casual position shall be filled by a staff member employed to undertake work on an hourly basis to carry out work that is irregular, intermittent, short term, urgent or arising from an emergency.
- (2) Landcom may also fill positions by any other arrangement that meets the operational business and commercial needs of Landcom.

17. Casual Employment

(1) Hours of Work

- (a) A casual employee is engaged and paid on an hourly basis.
- (b) A casual employee will be engaged or paid for a minimum of 3 consecutive hours for each day worked.
- (c) A casual employee shall not work more than 8 (eight) consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 8 hours.

(2) Rate of Pay

- (a) Casual employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 26.08929 divided by ordinary fortnightly hours for the classification

- (b) Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay, of:

15 percent for work performed on Mondays to Fridays (inclusive),

50 percent for work performed on Saturdays,

75 percent for work performed on Sundays,

150 percent for work performed on public holidays.

- (c) Casual employees shall also receive a 1/12th of the ordinary hourly rate of pay additional payment in lieu of annual leave and annual leave loading.
- (d) The loadings specified in subclause (2)(b) of this clause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave, and all incidences of employment, except overtime.

(3) Overtime

- (a) Casual employees shall be paid overtime for work performed in excess of 8 (eight) consecutive hours (excluding meal breaks).
- (b) Overtime will be paid in accordance with the rates set in clause 33, Rates of Payment of Overtime, of this Award.
- (c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15 percent loading set out in subclause (2)(b) of this clause.
- (d) The additional payment in lieu of annual leave as set out in subclause (2)(c) of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

(4) Leave

- (a) Except as provided under this clause, casual employees are not entitled to any other paid or unpaid leave.
- (b) As set out in subclause (2)(c) of this clause, casual employees will be paid a 1/12th of the ordinary hourly rate of pay additional payment in lieu of annual leave.

- (c) Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- (d) Casual employees are entitled to unpaid parental leave in accordance with Appendix A.
- (e) Personal Carers entitlement for casual employees
 - (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in subclause 44(4) of this Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (f)(i) or (f)(ii), and the notice requirements set out in (f)(iii).
 - (ii) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Landcom to engage or not to engage a casual employee are otherwise not affected.
- (f) The casual employee shall, if required,
 - (i) Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) Establish by production of documentation acceptable to Landcom or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
 - (iii) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform Landcom of their inability to attend for duty. If it is not reasonably practicable to inform Landcom during the ordinary hours of the first day or shift of such absence, the employee will inform Landcom within 24 hours of the absence.
- (g) Bereavement entitlements for casual employees
 - (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by Landcom).
 - (ii) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Landcom to engage or not engage a casual employee are otherwise not affected.
 - (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day of shift of such absence, inform Landcom of their inability to attend

for duty. If it is not reasonably practicable to inform Landcom during the ordinary hours of the first day or shift of such absence, the employee will inform Landcom within 24 hours of the absence.

(5) Application of other clauses of this Award to Casual Employees

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

- 12. Hours of Work
- 13. Agreed Absences
- 14. Standard Hours
- 20. Salary Sacrifice and Packaging for other than superannuation contributions
- 24. Excess Travelling Time
- 27. Overseas Travel
- 32. Overtime
- 34. (3) and (4) Rest Periods concerning Recall to Duty and On Call (Standby)
- 36. Compensation for Directed Overtime
- 40. to 44 (inclusively) relating to various leave provisions
- 55. Exchanges
- 56. Relocation Package
- 57. Termination of Employment
- 58. Working from Home
- 60. Management of Displaced Staff Members
- 62. Performance Management
- 63. Unsatisfactory Performance or Misconduct
- 65. Association Activities
- 66. Access to Facilities
- 71. Public Holidays

18. Recruitment and Selection

(1) Filling Vacancies

- (a) Where a position becomes vacant, Landcom will advertise and fill the position through a process of merit selection.
- (b) The Chief Executive Officer may dispense with the requirement to advertise a vacancy if an appointment can be made from eligible staff within the Corporation.
- (c) Unless otherwise determined by the Chief Executive Officer, a selection committee shall be established to assess the merit of applicants for appointment to a vacant position and to make recommendations to the Chief Executive Officer on the most meritorious applicant.
- (d) Nothing in paragraph (c) requires the Chief Executive Officer to adopt any recommendation made by the selection committee in relation to the filling of a vacancy.
- (e) Prior to a staff member commencing duty with Landcom, written certification concerning the state of health of the staff member must be completed, by the staff member, to the satisfaction of the Chief Executive Officer.

(2) Eligibility Lists

- (a) Where interviews have been held for a vacant position, the selection committee will establish an eligibility list of candidates ranked in order of merit, who if it were not for the selected candidate, would be recommended for the position.
- (b) The eligibility list is effective for up to six months from the date of approval in respect of the advertised vacancy and may be used to fill identical or similar vacant positions not mentioned in the original advertisement.

- (c) The Chief Executive Officer may elect to use an eligibility list to fill a position, require a new selection process to be undertaken, or take any other administrative action in relation to a vacancy.
- (3) Appointment and Rates of Pay
- (a) The Chief Executive Officer may appoint a successful applicant to any salary within a salary Level in Appendix B to this award.
 - (b) In determining commencing salary regard shall be had to:
 - (i) the person's skills, experience and qualifications;
 - (ii) the rate required to attract the person; and
 - (iii) the remuneration of existing staff members performing similar work.
 - (c) A successful applicant shall receive a letter of offer of employment that will form part of the employment contract with Landcom.
 - (d) The letter of offer of employment shall cover such matters as commencing salary rate, any salary increments and, if applicable, probationary period, the term of employment and requirement to work standard hours for specified positions.
- (4) Probation
- (a) All new appointments shall serve a minimum probationary period of six months.
 - (b) The Chief Executive Officer may dispense with the requirement for a probationary period; extend the probation up to a maximum of two years; or annul the appointment of a person during a period of probation.

19. Job Evaluation

The Chief Executive Officer shall classify and grade positions using government accredited job evaluation methodology.

20. Salary Sacrifice and Packaging

(1) Salary Sacrifice - General

The Chief Executive Officer may enter into agreements with staff members for salary sacrifice for superannuation and/or other agreed benefits, including a novated leased motor vehicle, to a maximum of one hundred (100) percent of the salary payable or one hundred (100) percent of the current applicable superannuable salary within NSW Government policy and the Landcom Salary Sacrificing and Motor Vehicle Policy (as amended from time to time) and powers of the State Owned Corporations Act and the Landcom Corporation Act.

(2) Salary Sacrifice - Superannuation

- (a) A staff member may elect, subject to the agreement of the Corporation, to sacrifice a portion of the salary payable to additional superannuation contributions in excess of contributions made by Landcom under relevant legislation. Such election must be made prior to the commencement of the period of service to which the salary payments relate. The amount of salary sacrificed for all purposes must not exceed one hundred (100) percent of the salary payable or one hundred (100) percent of the current applicable superannuable salary, whichever is the lesser. In this clause "superannuable salary" means the staff member's salary as notified from time to time, to the NSW public sector superannuation trustee corporations.

- (b) Where the staff member has elected to sacrifice a portion of salary to additional superannuation contributions:
 - (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion, and
 - (ii) any allowance, penalty rate, payment for unused entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to a staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member in the absence of any salary sacrifice to superannuation made under this award.
- (c) The staff member may elect to have the portion of salary which is sacrificed to additional superannuation contributions:
 - (i) Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employee contributions, or
 - (ii) Subject to Landcom's agreement, paid into a private sector complying superannuation scheme as employee superannuation contributions.
- (d) Where a staff member elects to salary sacrifice in terms of subclause (c) above, Landcom will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the staff member is a member of a superannuation scheme established under:

The Police Regulation (Superannuation) Act 1906;

The Superannuation Act 1916;

The State Authorities (Superannuation) Act 1987;

The State Authorities Non-contributory Superannuation Act 1987; or

The First State Superannuation Act 1992.

Landcom must ensure that the amount of any additional employee superannuation contributions specified in subclause (a) above is included in the staff member's superannuable salary which is notified to the NSW public sector superannuation trustee corporations.
- (f) Where, prior to electing to sacrifice a portion of their salary to superannuation, a staff member had entered into an agreement with Landcom to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (e) above, Landcom will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed portion of that salary to superannuation. This subclause applies even though the superannuation contributions made by Landcom may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

21. Payment of Expenses

- (1) Landcom shall meet any expenses, including those relating to official travel and associated expenses, actually and necessarily incurred by a staff member within the guidelines set by management when undertaking approved official business (either in advance or as a reimbursement).
- (2) Payment of any actual expenses shall be subject to the production of receipts, unless the Chief Executive Officer is prepared to accept other evidence from the staff member. As applicable, receipts shall be produced in accordance with Australian Tax Office requirements

22. Higher Duties Allowance

Staff members directed to perform the duties of a higher position shall be paid an allowance as determined by the Chief Executive Officer in accordance with the Landcom Higher Duties Allowance Policy.

23. Allowances - General

The allowances payable under this award shall be reviewed as follows:

- (1) Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
 - (a) Subclause 35(4) Overtime meal allowances; and
 - (b) Subclause 26(3) Use of private motor vehicles during work related duties.
- (2) Allowances payable in terms of clauses listed in this paragraph shall be subject to a percentage increase pursuant to clause 11, Salary Increases:
 - (a) Subclause 28(1) First Aid Allowance
 - (b) Subclause 34(4) Rest Periods (On call (Standby) Allowance);
 - (c) Clause 73 Community Language Allowance; and
 - (d) Subclause 29(1) & 29(2) Weekend and Public Holiday Allowance.

24. Excess Travelling Time

- (1) A staff member directed by the Chief Executive Officer to travel on official business outside the usual hours of duty is entitled to be compensated for such time either by:
 - (a) payment calculated in accordance with the provisions contained in this clause; or
 - (b) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (2) Compensation under paragraphs (a) or (b) of subclause (1) of this clause, shall be made, subject to the following conditions:
 - (a) excess travelling time on a non-working day shall be all time spent travelling on official business;
 - (b) excess travelling time on a working day shall be, subject to the provisions of subclause (5) of this subclause, all additional time spent travelling before or after the staff member's usual hours of duty.
 - (c) the period for which compensation is being sought is more than a half an hour on any one day.
- (3) No compensation for travelling time shall be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day, where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (4) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- (5) Travelling time shall not include the time:

- (a) normally taken for the periodic journey from home to headquarters and return;
 - (b) on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - (c) on board a ship or aircraft.
 - (d) spent travelling overseas on official business.
- (6) Waiting Time

When a staff member is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the usual hours of duty, such waiting time shall be treated and compensated in the same manner as excess travelling time.

(7) Payment

- (a) Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

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

- (b) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (c) Staff members whose salary, pursuant to Appendix B to this award, is in excess of the rate for Landcom Officer, Level 4 Salary Point 12 shall be paid travelling time or waiting time calculated at the rate for Landcom Officer, Level 4 Salary Point 12 plus \$1.00 per annum, as adjusted from time to time.
- (d) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

25. Meal Allowances

- (1) A staff member who is required to travel to perform duty at a location other than their normal headquarters shall be paid for actual expenses properly and reasonably incurred in accordance with Landcom guidelines for:

breakfast when required to commence travel at or before 6.00 am; and/or

an evening meal when required to travel until or beyond 6.30 pm.

In such instances, the staff member shall be paid the amount equivalent to the expense incurred or the allowance specified for breakfast or an evening meal in the prevailing ATO ruling, whichever is the lesser.

- (2) A staff member who is required to travel to perform duty at a location other than their normal headquarters shall be paid for actual additional expenses properly and reasonably incurred in accordance with Landcom guidelines for:

lunch, when unable to take lunch at the place at which, or the manner in which, the staff member ordinarily takes lunch and, as a result, incurs additional expense for lunch.

In such instances, the staff member shall be paid the amount equivalent to the additional expense incurred or the allowance specified for lunch in the prevailing ATO ruling, whichever is the lesser.

26. Use of Private Motor Vehicles

- (1) The Chief Executive Officer may authorise a staff member to use a private motor vehicle for work where:
 - (a) such use will result in greater efficiency or involve the Corporation in less expense than if travel were undertaken by other means; or
 - (b) where the staff member is unable to use other means of transport due to a disability.

As defined in clause 5 Definitions of this award, there shall be two classes of allowance payable for the use of a private motor vehicle for work. The appropriate rate of allowance shall be paid depending on the circumstances and the purpose for which the vehicle is used.

- (2) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Chief Executive Officer.
- (3) A staff member who, with the approval of the Chief Executive Officer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in the prevailing ATO ruling for the use of such private motor vehicle.
- (4) Where a private vehicle is damaged while being used for work any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Corporation, provided:
 - (a) the damage is not due to gross negligence by the staff member; and
 - (b) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- (5) Provided the damage is not the fault of the staff member, the Corporation shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
 - (a) the damage was sustained on approved work activities; and
 - (b) the costs cannot be met under the insurance policy due to excess clauses.
- (6) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters.

27. Overseas Travel

Unless the Chief Executive Officer determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member who is required by the Corporation to travel overseas on official business, shall be paid the travelling rates determined by the Australian Public Service and published by the Australian Government Publishing Service from time to time.

28. First Aid Allowance

- (1) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified at Item 1 of the Monetary Rates Table of clause 78, of this award.
- (2) The First Aid Allowance shall not be paid during long service leave or any other continuous period of leave that exceeds four weeks.

- (3) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a first aid allowance for assuming the duties of a First Aid Officer.

29. Weekend and Public Holiday Allowance

- (1) The Sales Representatives working three out of four weekends, on average, shall be entitled to an allowance as specified at Item 4 of the Monetary Rates Table of clause 78, of this award as compensation for weekend work, public holidays, out of hours duty, being on call, and duty undertaken after being "called" for duty.
- (2) The Sales Information Officers working two out of four weekends, on average, shall be entitled to an allowance as specified at Item 4 of the Monetary Rates Table, of this award as compensation for weekend work, public holidays, out of hours duty, being on call, and duty undertaken after being "called" for duty.
- (3) The annual allowance is an all-inclusive addition to salary which represents compensation for all incidences of employment.
- (4) Notwithstanding provisions contained elsewhere in this Award, the Sales Representatives shall be paid at the appropriate "casual rate" when using private motor vehicles for work.

30. Uniforms, Protective Clothing and their Maintenance

- (1) A staff member who is required and authorised by the Chief Executive Officer to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the Corporation with such clothing.
- (2) Where the approved uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing in accordance with Landcom guidelines.
 - (a) Staff members shall be paid for actual expenses properly and reasonably incurred in accordance with Landcom guidelines for laundering and maintaining uniforms or protective clothing.

31. Compensation for Damage to or Loss of Private Property

- (1) Where damage to, or loss of, a staff member's private property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the Corporation covering the damage to or loss of the personal property of the staff member.
- (2) If a claim under subclause (1) of this clause is rejected by the insurer, the Chief Executive Officer may compensate a staff member for the damage to, or loss of, private property, if such damage or loss:
 - (a) is due to the negligence of the Corporation, another staff member, or both, in the performance of their duties; or
 - (b) is caused by a defect in a staff member's material or equipment; or
 - (c) results from a staff member's protection of or attempt to protect the Corporation's property from loss or damage.
- (3) Compensation in terms of subclause (2) of this clause shall be limited to the amount necessary to repair the damaged item.
- (4) Where the item cannot be repaired or is lost, the Chief Executive Officer may pay the cost of a replacement item, provided the item is identical to, or only marginally different from, the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.

- (5) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing aid, tools of trade or similar items that are ordinarily required for the performance of the staff member's duties.
- (6) Compensation for the damage sustained shall be made by the Corporation where, in the course of work, clothing or items such as spectacles and hearing aids are damaged or destroyed by natural disasters or by theft or vandalism.

32. Overtime

(1) General

- (a) A staff member may be directed to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (i) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (ii) any risk to staff member health and safety,
 - (iii) the urgency of the work required to be performed during overtime, the impact on the operational commitments of Landcom and the effect on client services,
 - (iv) the notice (if any) given by Landcom regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (v) any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.
- (c) Directed overtime is all time worked, at the direction of the Chief Executive Officer:
 - (i) Outside the Daily Spread of Hours applicable to a staff member working pursuant to the provisions of clause 12, Hours of Work, whether before or after the commencing and finishing times of the Daily Spread of Hours; and/or
 - (ii) Outside the set hours of work applicable to a staff member working pursuant to the provisions of clause 14, Standard Hours, whether before or after the commencing and finishing times of the set hours; and/or on a Saturday, Sunday or Public Holiday.

(2) Application

The provisions of this clause shall not apply to:

- (a) staff members covered by formal local arrangements in respect of overtime negotiated between the Chief Executive Officer and the Association; or
- (b) staff members whose salary includes compensation for overtime; or
- (c) staff members who receive an allowance in lieu of overtime.

33. Rates for Payment of Overtime

- (1) On weekdays (Monday to Friday inclusive) directed overtime is paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter, unless local arrangements negotiated in terms of clause 6 the Local Arrangements apply.

- (2) On Saturdays directed overtime is paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- (3) On Sundays directed overtime is paid at the rate of double time.
- (4) On Public holidays directed overtime is paid at the rate of double time and one half.
- (5) If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (6) A staff member who works directed overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (7) Limit on amount of overtime paid to staff members

A staff member whose salary, pursuant to Appendix B of this award, or salary and allowance in the nature of salary, exceeds the annual salary for a Landcom Officer Level 5, Salary Point 15, as varied from time to time, plus \$1.00, shall be paid for working directed overtime at the rate for Landcom Officer Level 5, Salary Point 15, as varied from time to time, plus \$1.00 annually.

(8) Calculation of Overtime

- (a) Overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

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

- (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 1.5, 2 or 2.5, respectively, calculated to the nearest cent.
- (d) Overtime is not payable for time spent travelling.

34. Rest Periods

- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- (2) Where a staff member, at the direction of Landcom, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (3) Recall to Duty
 - (a) A staff member recalled to work overtime after leaving the premises of Landcom shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
 - (b) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
 - (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3)

hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.

- (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This subclause shall not apply in cases where it is customary for a staff member to return to the Corporation's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

(4) On call (Standby)

A staff member shall be paid the on call allowance as specified at Item 2 of the Monetary Rates Table of this award when directed by the Corporation to be on call outside the staff member's working hours pursuant to the provisions of clauses 12, Hours of Work and 14, Standard Hours, of this award.

35. Meal Breaks

- (1) Staff members working pursuant to the provisions of clause 14, Standard Hours, of this award and who are required to work overtime on weekdays for an hour and a half or more after the staff member's standard hours of duty, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every further five hours of overtime worked.
- (2) Staff members working pursuant to the provisions of clause 12, Hours of Work, of this award and who are required to work overtime on weekdays beyond the conclusion of the daily bandwidth applicable to them, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every further five hours of overtime worked.
- (3) Any staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.
- (4) Meal Allowances
 - (a) If an adequate meal was not provided by the Corporation, a meal allowance shall be paid by the Corporation for meals taken during the meal breaks available pursuant to this award, provided the Chief Executive Officer is satisfied that:
 - (i) the time worked is directed overtime;
 - (ii) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (iii) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and

- (iv) overtime is not being paid in respect of the time taken for a meal break.
- (b) The amount of the meal allowance shall be at the rate specified in the prevailing ATO ruling.
- (c) Where a meal was not purchased, payment of a meal allowance shall not be made.
- (d) Where a meal allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Chief Executive Officer shall approve payment of the actual expenses incurred.
- (e) Receipts shall be provided to the Chief Executive Officer in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- (f) Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer and the Association from negotiating different meal provisions under a local arrangement.

36. Compensation for Directed Overtime

- (1) The Chief Executive Officer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance this clause.
- (2) Leave in Lieu of Payment
 - (a) A staff member who works directed overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of directed overtime worked.
 - (b) The following conditions shall apply to the leave in lieu:
 - (i) the staff member shall advise the supervisor before the overtime is worked, or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
 - (ii) the leave in lieu shall be calculated at the same rate as would have applied to the payment of overtime in terms of clause 33, Rates of Pay of Overtime, of this award.
 - (iii) the leave in lieu must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member;
 - (iv) the leave in lieu shall be taken in hours;
 - (v) leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by the Corporation and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer and the Association;
 - (vi) at the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and
 - (vii) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.
- (3) Landcom has the right to determine the form of compensation granted where a staff member has accrued an annual leave balance of more than 30 days at the time of the staff member's claim for compensation for directed overtime.

37. Provision of Transport

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that staff members can use public transport or other normal means of transport to and from work.

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

Departure or arrival after 8.00 pm of a staff member on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk. Where it is so demonstrated, arrangements may be made for transport home of the staff member to be provided by way of a taxi.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with the local management of the Corporation where knowledge of each particular situation will enable appropriate judgements to be made.

38. Leave

(1) General

- (a) The provisions contained in this clause apply to all staff members other than those to whom a local arrangement negotiated between the Chief Executive Officer and the Association in terms of the Local Arrangements provisions of this award.
- (b) Unless otherwise specified, part-time staff members will receive the conditions of this clause on a pro rata basis, calculated according to the number of hours worked per week.
- (c) A temporary or term staff member employed by the Corporation is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment with the Corporation, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- (d) Where paid and unpaid leave available to be granted under this award are combined, paid leave shall be taken before unpaid leave.

(2) Absence from Work

- (a) A staff member must not be absent from work unless reasonable cause is shown.
- (b) If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify, or arrange for another person to notify, the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- (c) If a satisfactory explanation for the absence is not provided, the staff member will be regarded as absent from duty without authorised leave and the Chief Executive Officer shall cause to be deducted from the pay of the staff member the amount equivalent to the period of the absence.
- (d) The minimum period of leave available to be granted shall be one hour in a 24 hour period, and it will be calculated based on actual period of leave hours taken.
- (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

(3) Application for Leave

- (a) An application by a staff member for leave under this award shall be made to, and dealt with by, the Chief Executive Officer.
- (b) Where the operational requirements of the Corporation permit, an application for leave shall be dealt with by the Chief Executive Officer according to the wishes of the staff member.

39. Annual Leave

- (1) Paid annual leave for full time staff members accrues at the rate of 20 working days per year and accrues from day to day.
- (2) Staff members working part time shall accrue paid annual leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- (3) The Chief Executive Officer will inform a staff member in writing on a regular basis of the staff member's annual leave accrual.
- (4) Limits on Accumulation and Direction to Take Leave

- (a) At least two (2) consecutive weeks of annual leave (or a combination of annual leave and public holidays, agreed absences, long service leave or, if the staff member elects, leave without pay) shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Chief Executive Officer in special circumstances.
- (b) After taking into account the wishes of the staff member, the Chief Executive Officer may direct such staff member to take accrued annual leave at a time convenient to the Corporation.
- (c) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 6 weeks, or its hourly equivalent, and at the same time, may direct a staff member to take at least 2 weeks annual leave within 3 months of the notification. Such leave is to be taken at a time convenient to the Corporation.
- (d) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 8 weeks, or its hourly equivalent, and direct the staff member to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.

(5) Conservation of Leave

If the Chief Executive Officer is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks, or its hourly equivalent, the Chief Executive Officer shall:

- (a) specify in writing the period of time during which the annual leave in excess of 6 weeks shall be conserved; and
- (b) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 6 weeks limit.

(6) Miscellaneous

- (a) Annual leave for which a staff member is eligible on cessation of employment is to be calculated to quarter day (fractions less than a quarter being rounded up).
- (b) Annual leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (c) of this subclause.

- (c) Annual leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers' Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- (d) The proportionate deduction to be made in respect of the accrual of annual leave on account of any period of absence referred to in paragraph (c) of this subclause shall be calculated to the hour.
- (e) Annual leave accrues at half the normal accrual rate during periods of long service leave on half pay.
- (f) On cessation of employment, a staff member is entitled to be paid the money value of accrued annual leave which remains untaken.
- (g) A staff member to whom paragraph (f) of this subclause applies may elect to take all or part of accrued annual leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.

(7) Death

Where a staff member dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary. Where no beneficiary has been nominated, the monetary value of annual leave is to be paid as follows:

- (a) to the widow or widower of the staff member; or
- (b) if there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- (c) if there is no such widow, widower or children, to the person who, in the opinion of the Chief Executive Officer was, at the time of the staff member's death, a dependent relative of the staff member; or
- (d) if there is no person entitled under paragraphs (a) or (b) or (c) of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.

40. Sick Leave

(1) General

If the Chief Executive Officer is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Chief Executive Officer:

- (a) shall grant to the staff member sick leave on full pay; and
- (b) may grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this clause to sick leave on full pay.

(2) Entitlements

- (a) Sick leave on full pay accrues to a staff member at the rate of 15 days each year. Any leave accrued and not utilised accumulates.
- (b) From 1 January 2011, paid sick leave entitlement will accrue progressively from day to day. Prior to 1 January 2011, sick leave on full pay accrues at the beginning of the calendar year.

Staff members appointed after 1 January 2011 will be granted an accrual of 5 days sick leave upon commencement. After the first four months of employment sick will accrue progressively at the rate of 10 days per year for the balance of the first year of service. After the first year of service, sick leave will accrue at the rate of 15 days per year of service.

- (c) All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- (d) Notwithstanding the provisions of paragraph (c) of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
- (e) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- (f) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- (g) Paid sick leave shall not be granted during a period of unpaid leave.

(3) Payment During the Initial 3 Months of Service

Paid sick leave which may be granted to a staff member, other than a relief staff member, in the first 3 months of service shall be limited to 5 days' paid sick leave, unless the Chief Executive Officer approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.

From 1 January 2011, this clause 40(3) ceases to operate.

(4) Seasonal or Relief Staff

No paid sick leave shall be granted to temporary staff members who are employed as relief staff for a period of less than 3 months.

41. Sick Leave - Workers' Compensation

- (1) The Chief Executive Officer shall advise each staff member of the rights under the *Workers' Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (2) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers' Compensation Act 1987*, shall be required to lodge a claim for any such compensation.
- (3) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Chief Executive Officer shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (4) The Chief Executive Officer will ensure that, once received by the Corporation, a staff member's worker's compensation claim is lodged by the Corporation with the workers' compensation insurer within the statutory period prescribed in the *Workers' Compensation Act 1987*.
- (5) Pending the determination of that claim, and on production of an acceptable medical certificate, the Chief Executive Officer shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election, by accrued recreation leave or extended leave.

- (6) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (7) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.

Note: The interpretation and application of subclause 41(7) was the subject of a judgment of the Supreme Court of New South Wales in *Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales v Industrial Relations Secretary* [2017] NSWSC 1473.

- (8) If a staff member notifies the Chief Executive Officer that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (9) A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (10) If the Chief Executive Officer provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the staff member fails to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (11) No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- (12) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
 - (a) the staff member's claim for workers' compensation;
 - (b) the conduct of a medical examination by a Government or other Medical Officer;
 - (c) a medical certificate issued by the examining Government or other Medical Officer; or
 - (d) action taken by the Chief Executive Officer either under the *Workers' Compensation Act 1987* or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

42. Sick Leave - Other Than Workers' Compensation

- (1) If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:
 - (a) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Corporation to the staff member; and

- (b) in the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the Corporation the monetary value of any such period of sick leave.
- (2) Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Chief Executive Officer is satisfied that the refusal or failure is unavoidable.
- (3) On repayment to the Corporation of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

43. Sick Leave - Requirements for Medical Certificate

- (1) A staff member absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Chief Executive Officer in respect of the absence.
- (2) A staff member shall be put on notice in advance if required by the Chief Executive Officer to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (3) If there is any concern about the reason shown on the medical certificate, the Chief Executive Officer, after discussion with the staff member, may refer the medical certificate and the staff member's application for leave to an independent medical practitioner for advice.
- (4) The nature of the leave to be granted to a staff member shall be determined by the Chief Executive Officer on the advice of the independent medical practitioner.
- (5) If sick leave applied for is not granted, the Chief Executive Officer must, as far as practicable, take into account the wishes of the staff member when determining the nature of the leave to be granted.
- (6) If a staff member who is absent on annual leave or long service leave, furnishes to the Chief Executive Officer a satisfactory medical certificate in respect of an illness which occurred during the leave, the Chief Executive Officer may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (a) in respect of annual leave, the period set out in the medical certificate;
 - (b) in respect of long service leave, the period set out in the medical certificate if such period is 5 working days or more.
- (7) Subclause (6) above applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (8) The reference in this clause to a medical certificate shall apply, as appropriate, to the certificates for the absence of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Chief Executive Officer's discretion, another registered health services provider. Where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

44. Sick Leave to Care for a Family Member

- (1) When family and community service leave provided for in clause 48 of this award is exhausted, a staff member with responsibilities in relation to a category of person set out in subclause (4) of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

- (2) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (3) If required by the Chief Executive Officer, the staff member must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (4) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the staff member being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the staff member; or
 - (ii) a 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
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of de facto spouse of the staff member; or
 - (iv) 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.

45. Maternity Leave

- (1) A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
 - (a) for a period up to 14 weeks prior to the expected date of birth; and
 - (b) for a further period of up to 12 months after the actual date of birth.
- (2) A staff member who has been granted maternity leave may, with the permission of the Chief Executive Officer, take leave after the actual date of birth:
 - (a) full-time for a period of up to 12 months; or
 - (b) part-time for a period of up to 2 years; or
 - (c) as a combination of full-time and part-time over a proportionate period of up to 2 years.
- (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

- (4) A staff member who resumes duty from maternity leave as approved by the Chief Executive Officer shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (5) If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (6) A staff member who:
- (a) applied for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the expected date of birth, completed not less than 40 weeks' continuous service,
- shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.
- (7) A staff member who:
- (a) becomes pregnant and wishes to take maternity leave; and
 - (b) within the past 24 months has taken maternity leave for an earlier pregnancy; and
 - (c) applies for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
 - (d) prior to the expected date of birth, has completed not less than 40 weeks' continuous service,
- shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.
- Under this clause, payment of maternity leave shall be calculated on the hours worked by the staff member prior to the earlier period of maternity leave taken, even if the staff member has reduced her hours of work upon returning to work after the earlier pregnancy.
- (8) Except as provided in this clause, maternity leave shall be granted without pay.
- (9) Employees entitled to maternity leave shall also have an additional entitlement as set out in Appendix A.

46. Parental Leave

- (1) Parental leave is available to a staff member who applies for leave to look after their child or children. Parental leave applies as follows:
- (a) short parental leave is an unbroken period of up to one week on full pay or two weeks on half pay at the time of the birth of the child or other termination of the spouse's or partner's pregnancy, or in the case of adoption, from the date of taking custody of the child or children;
 - (b) extended parental leave is for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in this subclause.
- (2) Extended parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (3) A staff member who has been granted parental leave may, with the permission of the Chief Executive Officer, take such leave:

- (a) full-time for a period not exceeding 12 months; or
 - (b) part-time over a period not exceeding 2 years; or
 - (c) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (4) A staff member who resumes duty immediately on the expiration of parental leave shall:
- (a) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - (b) if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (5) Parental leave shall be granted without pay other than in the circumstances set out at subclauses (1)(a) and (6) of this clause, unless the staff member elects to take accrued recreation or extended leave in respect of some or all of the period of parental leave.
- (6) A staff member who:
- (a) applied for parental leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the expected date of birth or taking of custody, completed not less than 40 weeks' continuous service, shall be paid the ordinary rate of pay for a period not exceeding 1 week at full pay or 2 weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (7) Employees entitled to parental leave shall also have an additional entitlement as set out in Appendix A.

47. Adoption Leave

- (1) A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
- (a) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) for such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer may determine, if the child has commenced school at the date of the taking of custody.
- (2) A staff member who has been granted adoption leave may, with the permission of the Chief Executive Officer, take leave:
- (a) full-time for a period not exceeding 12 months; or
 - (b) part-time over a period not exceeding 2 years; or
 - (c) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (3) Adoption leave shall commence on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the staff member.
- (4) A staff member who resumes duty immediately on the expiration of adoption leave shall:
- (a) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or

- (b) if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (5) A staff member who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at full pay for a period of 14 weeks of adoption leave or at half pay for 28 weeks of adoption leave or the period of adoption leave taken, whichever is the lesser period if the staff member:
 - (a) applied for adoption leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- (6) Except as provided in subclause (5) of this clause, adoption leave shall be granted without pay.
- (7) **Special Adoption Leave**

A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against annual leave, long service leave, agreed absences or family and community service leave.
- (8) Employees entitled to adoption leave shall also have an additional entitlement as set out in Appendix A.

48. Family and Community Service Leave

- (1) The Chief Executive Officer shall, in the case of emergencies or in unexpected personal or domestic circumstances, grant to a staff member some or all of the available family and community service leave on full pay.
- (2) Such cases or circumstances may include but not be limited to the following:
 - (a) compassionate grounds such as the death or illness of a close member of the family or a member of the staff member's household;
 - (b) accommodation matters: up to one day such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) emergency or weather conditions such as when flood, fire or snow threaten property and/or prevent a staff member from reporting for duty; and
 - (d) other personal circumstances such as citizenship ceremonies or parent/teacher interviews.
- (3) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be 2.5 working days in the staff member's first and second years of service and 1 working day for each subsequent year of service.
- (4) If available family and community service leave is exhausted, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in subclause (4) of clause 44, Sick Leave to Care for a Family Member, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (5) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (2) of clause 44, Sick Leave to Care for a Family Member, shall be granted when paid family and community service leave has been exhausted.

49. Observance of Essential Religious or Cultural Obligations

- (1) A staff member of:
 - (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, agreed absences or leave without pay to do so.
- (2) Provided adequate notice as to the need for leave is given by the staff member to Landcom and it is operationally convenient to release the staff member from duty, the Chief Executive Officer must grant the leave applied for by the staff member in terms of this clause.
- (3) A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Chief Executive Officer, subject to:
 - (a) adequate notice being given by the staff member; and
 - (b) prior approval being obtained by the staff member; and
 - (c) the time off being made up in the manner approved by the Chief Executive Officer.
- (4) Notwithstanding the provisions of subclauses (1), (2) and (3) of this clause, arrangements may be negotiated between Landcom and the Association in terms the Local Arrangements clause of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

50. Long Service Leave

- (1) Entitlement to Long Service Leave
 - (a) A staff member shall be entitled to long service leave after a certain period of service. Subject to this clause, a staff member is entitled:
 - (i) after service for 10 years, to leave for 2 months on full pay or 4 months on half pay or 1 month on double pay, and
 - (ii) after service in excess of 10 years, to:
 1. leave as provided by subparagraph (i), and
 2. in addition, an amount of leave proportionate to the staff member's length of service after 10 years, calculated on the basis of 5 months on full pay or 10 months on half pay or 2 and one half months on double pay, for 10 years served after service for 10 years.
 - (b) A staff member shall be entitled to pro rata long service leave at the accrual rates set out in subclause (1)(a)(i) of this clause after service for 7 years.
 - (c) From 1 January 2005, a period of long service leave shall be exclusive of public holidays that fall during the period and such holidays shall be paid pursuant to the provisions of clause 72, Public Holidays, of this award and shall not be debited from a staff member's long service leave entitlement.
 - (d) Long service leave taken at double pay shall be paid at full pay plus an equivalent taxable allowance, with the allowance not counting for the purposes of superannuation payments, and

- with 2 days of long service leave debited from a staff member's long service leave entitlement for each day of double pay leave taken.
- (e) Should a public holiday fall during a period of double pay long service leave, a day of long service leave shall be debited from a staff member's long service leave entitlement for each such public holiday.
 - (f) All leave entitlements that accrue whilst a staff member takes long service leave shall accrue at the fulltime rate whilst a staff member takes long service leave at double pay.
 - (g) For the purpose of calculating the entitlement of a person to long service leave under this clause at any time:
 - (i) service referred to in this clause includes service before the commencement of this award, and
 - (ii) there must be deducted from the amount of long service leave to which, but for this subparagraph, that person would be entitled:
 - 1. any long service leave, or leave in the nature of long service leave, and
 - 2. the equivalent, in long service leave, of any benefit instead of long service leave or leave in the nature of long service leave, taken or received by that person before that time, including any such leave taken, or benefit received, by that person in accordance with the *Public Service (Amendment) Act 1919* as in force at any time, and
 - (iii) the provisions of the *Transferred Officers Extended Leave Act 1961* have effect.
 - (h) Nothing in paragraph (g) shall be regarded as authorising, in respect of the same period of leave taken or the same benefit received, a deduction under both paragraph (g)(ii) and section 3(7) of the *Transferred Officers Extended Leave Act 1961*.
 - (i) If the services of a staff member with at least 5 years' service as an adult and less than 10 years' service are terminated:
 - (ii) by the Chief Executive Officer for any reason other than the staff member's serious and intentional misconduct, or
 - (iii) by the staff member on account of illness, incapacity or domestic or other pressing necessity, the staff member is entitled:
 - (iv) for 5 years' service, to 1 month's leave on full pay, and
 - (v) for service after 5 years, to a proportionate amount of leave on full pay calculated on the basis of 3 months' leave for 15 years' service (that service to include service as an adult and otherwise than as an adult).
 - (j) For the purposes of paragraph (i), "service as an adult", in the case of a staff member employed to do any work for which the remuneration:
 - (i) has been fixed by an award of the Commonwealth:
 - 1. made under the *Conciliation and Arbitration Act 1904* of the Commonwealth, or
 - 2. made under the *Industrial Relations Act 1996*, or

- (ii) has been fixed by an industrial agreement or enterprise agreement made in accordance with or registered under either of those Acts or an agreement or determination made in accordance with the *Public Sector Employment and Management Act 2002*,

means the period of service during which the remuneration applicable to the staff member was at a rate not lower than the lowest rate fixed under the award, industrial agreement, agreement or determination for an adult male or adult female in the same trade, classification, calling, group or grade as the staff member.

- (k) For the purposes of paragraph (a), service includes:

- (i) service under the *Teaching Services Act 1980*, and
- (ii) service as an administrative officer under the *Police Service Act 1990*, and
- (iii) any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
- (iv) in the case of a staff member who has completed at least 10 years' service - any period of leave without pay, not exceeding 6 months, taken after that commencement.

- (l) For the purpose of determining whether or not a staff member has completed at least 10 years' service, the staff member's period of service shall be taken:

- (i) to include any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
- (ii) to exclude any period of leave without pay taken after that commencement.

- (m) For the purposes of paragraph (i), "service" does not include any period of leave without pay whether taken before or after the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*.

(2) Gratuity Payment

- (a) A staff member who has acquired a right to long service leave with pay under this award is entitled, immediately on the termination of the staff members' services, to be paid instead of that leave the money value of the long service leave as a gratuity in addition to any gratuity to which the staff member may be otherwise entitled.
- (b) Any pension to which any such staff member is entitled under the *Superannuation Act 1916* commences from and including the date on which the staff members' long service leave, if taken, would have commenced.
- (c) Any staff member may elect, on termination of the staff members' services, to be paid the money value of long service leave under this clause or may elect to have the *Transferred Officers Extended Leave Act 1961* apply to the periods of service for which the leave has accrued.

(3) Payment Where Eligible Staff Members Have Died

- (a) If a staff member has acquired a right under this award to long service leave with pay and dies before starting it, or after starting it dies before completing it:
 - (i) the widow or widower of the staff member, or
 - (ii) if there is no such widow or widower, the children of the staff member, or

- (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

is entitled to receive the money value of the leave not taken, or not completed, computed at the rate of salary that the staff member received at the time of his or her death, less any amount paid to the staff member in respect of the leave not taken, or not completed.
 - (b) If a staff member with at least 5 years' service as an adult and less than 10 years' service as referred to in this clause dies:
 - (i) the widow or widower of the staff member, or
 - (ii) if there is no such widow or widower, the children of the staff member, or
 - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the death of the staff member, a dependent relative of the staff member,

is entitled to receive the money value of the leave which would have accrued to the staff member had his or her services terminated as referred to in this clause, computed at the rate of salary that the staff member was receiving at the time of his or her death.
 - (c) If there is a guardian of any children entitled under this clause, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
 - (d) If there is no person entitled under this clause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to a staff member, payment in respect of that leave must be made to the staff member's personal representatives.
 - (e) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.
 - (f) If payment of the money value of leave has been made under this award, the Landcom ceases to be liable for payment of any amount in respect of that leave.
- (4) Long Service Leave for Temporary Employees
- (a) In this clause, a reference to a staff member includes a reference to a temporary staff member.
 - (b) If the period of leave to which a temporary staff member is entitled under this clause exceeds the period for which the temporary staff member is employed under this award, the balance of that period of leave may be granted during subsequent periods of employment with Landcom if each subsequent period of employment commences on the termination of a previous period of employment with Landcom.

51. Leave Without Pay

- (1) The Chief Executive Officer may grant leave without pay to a staff member if good and sufficient reason is shown.
- (2) Leave without pay may be granted on a full-time or a part-time basis.
- (3) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.

- (4) Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- (5) A staff member who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer.
- (6) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (7) No paid leave shall be granted during a period of leave without pay.

52. Military Leave

- (1) During the period of 12 months commencing on 1 July each year, the Chief Executive Officer may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the staff member's unit.
- (2) Up to 24 working days military leave per year may be granted by the Chief Executive Officer to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in subclause (1) of this clause.
- (3) At the expiration of military leave, the staff member shall furnish to the Chief Executive Officer a certificate of attendance signed by the commanding officer or other responsible officer.

53. Special Leave

The Chief Executive Officer shall consider applications for special leave, and where appropriate, shall approve such leave as determined on a case by case basis.

- (1) Special Leave for Jury Service
 - (a) A staff member shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the staff member.
 - (b) A staff member who, during any period when required to be on duty, attends a from jury service, furnish to the Chief Executive Officer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act* 1977 in respect of any such period.
 - (c) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Chief Executive Officer shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Chief Executive Officer shall grant, at the sole election of the staff member, available recreation leave on full pay, agreed absences or leave without pay.
- (2) Witness at Court in an Official Capacity
 - (a) When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty.
 - (b) Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the Corporation.

(3) Witness at Court in Other than an Official Capacity as a Crown Witness

A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

- (a) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (b) pay to Landcom all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

(4) Called as a Witness in a Private Capacity

A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.

(5) Examinations

- (a) Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Chief Executive Officer.
- (b) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

(6) Return Home When Temporarily Living Away from Home

- (a) Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month, before or after a weekend or a long weekend, to return home to spend two days and two nights with the family.
- (b) If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or agreed absence to credit or leave without pay, if the operational requirements allow.

(7) Return Home When Transferred to New Location

Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Officers Compensation) Award.

(8) National Aborigines and Islander Day of Commemoration Celebrations

A staff member who identifies as an Aborigine or a Torres Strait Islander may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations.

(9) Other Purposes

Special leave on full pay for other purposes may be granted to staff members at the discretion of the Chief Executive Officer.

(10) Matters Arising from Domestic Violence Situations

When the leave entitlements referred to in clause 54, Leave for Matters Arising from Domestic Violence, have been exhausted, the Chief Executive Officer shall grant up to five days per calendar year

to be used for absences from the workplace to attend to matters arising from domestic violence situations.

54. Leave for Matters Arising from Domestic Violence

- (1) The definition of domestic violence is found in clause 5 of this award.
- (2) Leave entitlements provided for in clause 48, Family and Community Service Leave, clause 40, Sick Leave and clause 44, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- (3) Where the leave entitlements referred to in subclause (2) are exhausted, the Chief Executive Officer shall grant Special Leave as per subclause 53(10).
- (4) The Chief Executive Officer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (5) Personal information concerning domestic violence will be kept confidential by Landcom.
- (6) The Chief Executive Officer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

55. Staff Development, Training Activities and Study Assistance

The Chief Executive Officer shall grant or refuse applications for staff development and training and/or study time and/or any reimbursement of fees in accordance with arrangements and criteria established in the Landcom Training and Development Policy.

56. Exchanges

- (1) The Chief Executive Officer may arrange staff member exchanges with other organisations both public and private, if the Corporation or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the Corporation's business.
- (2) The conditions applicable to staff members who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case.

57. Relocation Package

Negotiated benefits for staff members required by Landcom to relocate will be agreed with individual staff members prior to relocation. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Officers' Compensation) Award.

The package of variable individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by staff members as a result of relocating from one residential location to another residential location as a necessary consequence of promotion, transfer (for other than disciplinary reasons) or staff exchange to a new work location.

The scope of the package must be defined in broad terms at the time of acceptance of the new position.

58. Termination of Employment

A fulltime staff member shall give Landcom 10 working days' notice prior to resigning from employment. A period of notice is inclusive of Public Holidays.

Notwithstanding the provisions of this clause, the Chief Executive Officer may accept a shorter period of notice or waive the requirement for a period of notice or pay out a period of notice.

The provisions of this clause apply to part time staff members on a pro-rata basis.

59. Working from Home

The Chief Executive Officer may approve applications by staff members to work from home on a temporary, fixed term, or regular basis in accordance with arrangements and criteria as established in the Landcom Working from Home Policy.

60. Private Employment

The Chief Executive Officer may approve applications by staff members to undertake private employment on a temporary, fixed term, or regular basis in accordance with arrangements and criteria as established in Landcom's Private Employment policy.

61. Management of Displaced Staff Members

- (1) Where changes in the workplace result in staff members becoming displaced, Landcom will endeavour to find a permanent placement for such staff members at Landcom.
- (2) Staff members who are declared to be displaced as a result of workplace change shall be entitled, as a minimum, to the entitlements set out in the relevant NSW Government Policy as amended from time to time.
- (3) The Chief Executive Officer may approve applications by staff members for assistance under the Landcom Job Assist Scheme in accordance with arrangements and criteria as established in Landcom's Job Assist Scheme policy.

62. Child Care Arrangements

Landcom shall consult with the Association during the life of the award on the development of childcare arrangements based on the Family Day Care Scheme.

63. Performance Management

- (1) Performance Management System
 - (a) The Landcom Performance Management System and associated policy shall be used to identify, develop and evaluate each staff member's work performance and development needs in relation to achieving the key results for each position in compliance with the overall Landcom Strategic Plan, Business Plans and the performance criteria agreed upon for each staff member.
 - (b) Formal appraisals under the Performance Management System shall also be used to assess incremental progression to the next salary point within each salary level.
 - (c) Incremental progression is not an automatic annual entitlement. It is subject to satisfactory performance as recommended and documented by the supervisor in accordance with the Landcom Performance Management System.
 - (d) The salary and performance of each staff member shall normally be reviewed annually.
 - (e) Supervisors may complete additional formal appraisals within this annual cycle.
 - (f) Where the result of the annual review shows the result of "unsatisfactory" performance, the supervisor shall take the necessary steps to address the performance problems in consultation with the staff member.
 - (g) If performance problems cannot be satisfactorily resolved through undertaking reasonable measures then, as a last resort, commencement of disciplinary action shall begin in accordance with clause 64, Unsatisfactory Performance or Misconduct, of this award.

(2) Accelerated Progression

The Chief Executive Officer may decide on accelerated progression through the salary points within the relevant Level shown in the salaries schedule at Appendix B of this award for staff members who are formally assessed to perform at the highest of the five levels available under the Landcom Performance Management System.

64. Unsatisfactory Performance or Misconduct

- (1) The Chief Executive Officer shall deal with cases of unsatisfactory performance or misconduct in accordance with arrangements and procedures as established in the Landcom Unsatisfactory Performance or Misconduct policy.
- (2) If criminal charges have been laid or a complaint made to a body such as the Independent Commission Against Corruption or the Anti-Discrimination Board, the Chief Executive Officer shall consider whether the matter should be pursued through other means.
- (3) Remedies available to the Chief Executive Officer include summary dismissal for proven serious and wilful misconduct.

65. Anti-Discrimination

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

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

66. Association Activities**(1) "On duty" Activities**

An Association delegate will be released from the performance of normal Landcom duty in respect of activities specified below and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the Regulations;
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before -
 - (i) meetings with management;
 - (ii) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (iii) any other meeting with management.by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in court on behalf of the employer;

(2) Special Leave Activities

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

- (a) annual or biennial conferences of the Association;
- (b) meetings of the Association's Executive, Committee of Management or Councils;
- (c) annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) attendance at meetings called by the Unions NSW involving the Association, which require attendance of a delegate;
- (e) giving evidence before an Industrial Tribunal as a witness for the Association;
- (f) reasonable travelling time to and from conferences or meetings to which the provisions of paragraphs (a), (b) and (c) of this clause apply.

(3) Training Courses

- (a) Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members will attract the grant of special leave. The provider(s) of accredited WH&S training courses, and the conditions on which special leave for such courses will be granted, shall be negotiated between the Chief Executive Officer and the Association under a local arrangement pursuant to clause 6, Local Arrangements.
- (b) Special leave will be granted Association members for attendance at courses organised and conducted by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

- (c) the operating requirements of Landcom permitting the grant of leave and the absence not requiring employment of relief staff members;
 - (i) payment being at the ordinary time rate, i.e. excluding extraneous payments such as shift allowances, penalty rates or overtime;
 - (ii) all travelling and associated expenses being met by the staff member or the Association;
 - (iii) attendance at the relevant training course being confirmed, in writing, by the Association or a nominated training provider.
- (4) Period of Notice

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

67. Access to Facilities

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

- (1) telephone, facsimile and, where available, e-mail facilities;
- (2) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (3) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

68. Right of Entry

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

69. Industrial Action

- (1) Provisions of the *Industrial Relations Act 1996* shall apply to the right of union members to take lawful industrial action.
- (2) There will be no victimisation of staff members prior to, during or following such industrial action.

70. Technological Change

Landcom shall consult with the Association prior to the introduction of significant technological change(s).

71. Association Deductions

- (1) At the election of the staff member, the Chief Executive Officer shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the Association at fortnightly intervals by Electronic Funds Transfer (EFT).
- (2) The Association shall advise Landcom of any change to the amount of fortnightly membership fees made under its rules at least one month before such changes are to take effect.

72. Public Holidays

- (1) Unless directed to attend for duty by the Chief executive Officer, a staff member is entitled to be absent from duty on any day which is:

- (a) a public holiday throughout the State; or
 - (b) a local holiday in that part of the State at or from which the staff member performs duty; or
 - (c) a day in the same fortnight in which Christmas Day and New Year's Day occur, determined by the Chief Executive Officer as a public holiday for Landcom staff members.
- (2) A staff member, who is required by the Chief Executive Officer to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- (3) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

73. Community Language Allowance

Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not employed as interpreters and translators or employed in positions where particular language skills are an integral part of the essential requirements of the position shall be paid an allowance as specified at Item 3 of the Monetary Rates Table of this award.

74. Flexible Work Practices

Staff members and Landcom may make use of the flexible work practices outlined in the Public Employment Office document "Flexible Work Practices - Policy and Guidelines".

The flexible work practices include:

Title	Brief Description
1. Part time work	Part time work is work that involves less than the weekly hours for the job.
2. Job sharing	Job sharing is an arrangement whereby one job is shared between part-time staff members.
3. Part time leave without pay	Part-time leave without pay allows staff members currently working fulltime to work part-time, with leave without pay for the balance of fulltime hours.
4. Career break scheme	This scheme is available for purposes such as extending parental leave, study, travel, personal and professional development, alternative employment and voluntary work.
5. Part year employment	This option allows staff members to take a number of weeks unpaid leave in addition to their annual entitlement to recreation leave. Salary is paid for weeks worked, and for recreation leave accrued, and the remaining weeks are unpaid.
6. Variable year employment	This option allows staff members to take a period of unpaid leave after working for a pre-arranged period of time. Salary is paid for the time worked, and for recreation leave accrued, and the remaining time is unpaid.
7. Working from home	This option allows staff members to work at home for any or all of their usual hours of work, subject to the signing of an individual agreement to do so.

The use of these options will be in accordance with the relevant provisions outlined in the Public Employment Office document, "Flexible Work Practices - Policy and Guidelines". However, the use of these options requires agreement between the staff member, or potential staff member, and the relevant General Manager or their delegate.

For the purposes of this Clause the provisions of clause 12, Hours of Work, of this Award will apply, subject to the following exception:

By agreement between staff member(s) and their manager, the ordinary hours of work may extend beyond the span of 7.30 am to 6.00 pm, Monday to Friday.

The provisions of clause 7, Dispute Resolution are available to resolve any disputes arising under the terms of this clause.

75. Secure Employment

(1) Objective of this clause

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

(2) Casual Conversion

- (a) A casual employee engaged by Landcom on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Landcom shall give a casual employee notice in writing of the provision of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if Landcom fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (2)(a), upon receiving notice under paragraph (2)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to Landcom that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, Landcom shall consent to or refuse the election, but shall not unreasonably so refuse. Where Landcom refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from Landcom, elect to convert his or her ongoing contract of employment to fulltime employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Landcom.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (2)(c), Landcom and the employee shall, in accordance with this paragraph, and subject to paragraph (2)(c), discuss and agree upon:
 - (i) Whether the employee will convert to full-time or part-time employment; and
 - (ii) If it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time

employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangement to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

76. Work Health and Safety

- (a) For the purpose of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and /or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contact business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and /or person) which is contracted by another employer to provide a specific service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Landcom when engaging a labour hire business and/or a contract business to perform work wholly or partially on Landcom's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (i) Consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
 - (ii) Provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) Provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

Disputes Regarding the Application of this clause

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

77. Lactation Breaks

- (a) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (b) A fulltime staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (c) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (d) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operation requirements of the organisation with the lactating needs of the staff member.
- (e) Landcom shall provide access at the head office to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (f) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (g) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (h) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 40, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 74, Flexible Work Practices, of this award, where applicable.

78. Monetary Rates Table

Item No.	Clause No.	Summary Description of Allowances	1 July 2023 \$	1 July 2024 \$	1 July 2025 \$	1 July 2026 \$
1	28	First Aid allowance:	Per Annum	Per Annum	Per Annum	Per Annum
		(a) Holder of a current First Aid Certificate and designated First Aid Officer	1,025	1,066	1,098	1,131
		(b) Holder of a Current Occupational First Aid Certificate and designated First Aid Officer	1,545	1,607	1,655	1,705
2	34(4)	On call allowance	1.10 per hour	1.14 per hour	1.17 per hour	1.21 per hour
3	73	Community Language Allowance	1,596 Per annum	1,660 Per annum	1,710 Per annum	1,761 Per annum
4	29	Weekend and Public Holiday Allowance	Per annum \$	Per annum \$	Per annum \$	Per annum \$

	Work on 3 of 4 weekends	15,619	16,244	16,731	17,233
	Work on 2 of 4 weekends	10,411	10,827	11,152	11,487

APPENDIX A

- (1) Refer to the *Industrial Relations Act* 1996 (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act* 1996 (NSW).
- (2) Landcom must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) The employee or employee's spouse is pregnant; or
 - (b) The employee is or has been immediately absent on parental leave.

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request Landcom to allow the employee:
 - (i) To extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) To extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) To return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.
 - (b) Landcom shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Landcom's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and Landcom's decision to be in writing.

The employee's request and Landcom's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.
 - (d) Request to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (4) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Landcom shall take reasonable steps to:
 - (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform Landcom any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify Landcom of changes of address or other contact details which might affect Landcom's capacity to comply with paragraph (a).

APPENDIX B

SALARY SCHEDULE

Landcom Officer Classification Officer	1 July 2023 Per annum \$	1 July 2024 Per annum \$	1 July 2025 Per annum \$	1 July 2026 Per annum \$
Level 1 Salary point 1	58,982	61,341	63,181	65,076
Level 1 Salary point 2	62,703	65,211	67,167	69,182
Level 1 Salary point 3	65,462	68,080	70,122	72,226
Level 1 Salary point 4	68,569	71,312	73,451	75,655
Level 2 Salary point 5	73,719	76,668	78,968	81,337
Level 2 Salary point 6	76,549	79,611	81,999	84,459
Level 2 Salary point 7	80,094	83,298	85,797	88,371
Level 3 Salary point 8	84,106	87,470	90,094	92,797
Level 3 Salary point 9	87,668	91,175	93,910	96,727
Level 3 Salary point 10	92,040	95,722	98,594	101,552
Level 4 Salary point 11	97,355	101,249	104,286	107,415
Level 4 Salary point 12	101,252	105,302	108,461	111,715
Level 4 Salary point 13	107,434	111,731	115,083	118,535
Management				
Level 5 Salary point 14	116,409	121,065	124,697	128,438
Level 5 Salary point 15	122,503	127,403	131,225	135,162
Level 5 Salary point 16	128,460	133,598	137,606	141,734
Level 6 Salary point 17	136,300	141,752	146,005	150,385
Level 6 Salary point 18	141,667	147,334	151,754	156,307
Level 6 Salary point 19	147,517	153,418	158,021	162,762
Level 7 Salary point 20	155,050	161,252	166,090	171,073
Level 7 Salary point 21	161,803	168,275	173,323	178,523
Level 7 Salary point 22	170,581	177,404	182,726	188,208
Senior Management				
Level 8 Salary point 23	185,118	192,523	198,299	204,248
Level 8 Salary point 24	193,269	201,000	207,030	213,241
Level 8 Salary point 25	202,435	210,532	216,848	223,353
Level 9 Salary point 26	202,845	210,959	217,288	223,807
Level 9 Salary point 27	217,146	225,832	232,607	239,585

Level 10 Salary point 28	224,414	233,391	240,393	247,605
Level 10 Salary point 29	246,340	256,194	263,880	271,796

D. CHIN *J, Vice President.*

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(009)

SERIAL C9907

OPERATIONAL AMBULANCE MANAGERS (STATE) AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Secretary, NSW Ministry of Health

(No. IRC 242887 of 2024)

Before President Taylor

28 November 2024

AWARD

1. Title

This Award shall be known as the Operational Ambulance Managers (State) Award 2024 ("the Award").

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement

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SECTION 1. GENERAL

3. Object

The parties seek to achieve excellence in the provision of ambulance services for New South Wales through an efficient and effective pre-hospital emergency care and health related transport system.

4. Definitions

"The Ministry " means the New South Wales Ministry of Health.

"Employee" means an Officer/Superintendent/Operational Manager of the Service who is employed in the Service in a classification contained in this Award.

"Employer" means the Secretary of the NSW Ministry of Health exercising employer functions on behalf of the Government of New South Wales.

"Officer/Superintendent/Operational Manager" means an employee of the Service who is employed pursuant to this Award.

"Service" means continuous service with one or more District Committees prior to 13 April 1973, and continuous service as a servant of the New South Wales Ambulance Board on and from 13 April 1973, and continuous service as a servant of the Commission on and from 1 January 1977 and continuous service as a servant of the Corporation on and from 17 August 1982 and continuous service with the NSW Department of Health on and from 17 March 2006, and continuous service with the Ministry of Health on and from 5 October 2011.

"The Service" means the Ambulance Service of New South Wales.

"Union" means the Health Services Union NSW.

The "Working Week" for the purpose of this Award shall commence on Saturday and finish on Friday.

5. Classification Descriptions

"Ambulance Manager Level 1" means an employee who has the following responsibilities, skills and attributes:

Accountability for ensuring funds are expended according to approved budgets and for ensuring targets are met

Responsibility to provide regular feedback and appraisal regarding the performance of staff

Responsibility for maintaining effective relationships with a range of stakeholders within the Service to ensure the Service's priorities are met

Assist with the development and implementation of policies, procedures, standards and practices for the Service

Responsibility and accountability for providing a professional level of services to the Service or oversee the management of aspects of services and the staff

Understanding and commitment to the Service's priorities

Capacity to direct all operational facets based on strategic and business plans Ability to ensure budget targets are met

Capacity to undertake performance appraisal of staff and ability to develop performance measures Effective communication and interpersonal skills

Assist with the development and implementation of policies, procedures, standards and practices Able to meet pre-determined targets and deadlines

Ability to be flexible and adapt work practices to suit circumstances

"Ambulance Manager Level 2" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 1 Ambulance Manager:

Accountability for allocation and/or expenditure of resources and ensuring targets are met Responsibility for ensuring optimal budget outcomes for their customers and communities

- (a) Responsibility for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system

Responsibility for providing support for the efficient, cost effective and timely delivery of services High level of leadership, communication and interpersonal skills

Capacity to exercise creative and entrepreneurial solutions to improve productivity and effectiveness for customers

Proven negotiation and delegation skills Ability to motivate and co-ordinate staff

Ability to provide input, interpret, monitor and evaluate policies, procedures and standards for customers Capacity to design strategic and business objectives

Ability to develop performance measures

"Ambulance Manager Level 3" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 2 Ambulance Manager:

Responsibility for reviewing senior staff performances through regular appraisal to improve health outcomes for patients and for maintaining a performance management system

Responsibility to maintain effective relationships and communication to ensure that corporate goals and priorities of the Health System are met

Responsibility for providing timely delivery of services and accountable to the appropriate Executive

Responsibility for contributing to the development and implementation of business plans

Requirement to make judgements and may in some cases, be delegated responsibility to approve changes in standard practice and procedures

Excellent leadership, communication and interpersonal skills

Highly developed and effective management skills

(a) Ability to develop, monitor and reach predicted outcomes to strategic and business plans

Highly developed and effective negotiation and delegation skills

Proven capacity to manage multi-disciplinary groups

Ability to make judgements and have sole delegated responsibility to approve changes in standards, practices, policies and procedures

"Ambulance Manager Level 4" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 3 Ambulance Manager:

Responsibility for ensuring optimal health outcomes within budget for their customers and communities
Accountability for allocating resources and ensuring budgets are effectively met

Responsibility for developing appropriate strategies to manage budget changes in a timely manner

Requirement to make complex judgements and make appropriate changes in standard practices, policies and procedures

Staff at this level are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met

System-wide view of health care provision and management to improve health outcomes for customers

Excellent strategic planning and policy development skills

Proven management expertise at a senior level

Competent to make complex judgements and take initiatives through delegated responsibilities

"Ambulance Manager Level 5" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 4 Ambulance Manager.

(a) Authority & Accountability

Freedom to operate within delegated authority, performance agreement, and Service or Health policy
Recommend service priorities

Exercise judgement within delegations

Formulate policy and deliver programs in line with performance agreement

Involvement in the development of long-term strategies

Report directly to a member of the Service's executive

Budget management and responsibility for significant budget amount, or

Management of complex area service or unit, requiring specialist advice and input

Adherence to the Accounts and Audit and Determination for Area Health Services and all Statutory Requirements

(b) Judgement & Problem-Solving

Exercise judgement and problem solving in service policy areas

Frequent resolution of unusual and complex problems

Develop business strategies and business plans

Develop ideas, optional action plans, courses of action

Anticipate and resolve problems in a challenging and dynamic environment

Seek advice when there is no existing policy or precedent

Use of evidence-based decision-making to back up decisions

Sound ability to solve problems using innovative, creative solutions

High level of technical expertise

Provision of high level of expert advice and sound judgement

Independent decision-making; exercising independent judgement

Has a sound understanding of political and cross-Area Health Service issues and how they impact on the organisation

Actively develop strategic partnerships

(c) Leadership & Management Skills

Provide leadership, management and direction

Actively contributes to shaping the organisation's strategic plan

Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable

Actively monitors progress towards the achievement of the strategic vision

Achieve set objectives

Resolve conflict

Address and prioritise competing demands

Lead and manage organisation change on an area-wide basis

Build appropriate organisation values and culture

Anticipate problems and develop contingency strategies to meet complex situations

Applies intellectual rigour to all aspects of their work

(d) Personal & Interpersonal Skills

Provide specialist advice

Lead, persuade, motivate and negotiate at senior levels

Ability to deal with people at all levels

Communicate and liaise effectively at all levels within the organisation

Spokesperson for area of responsibility (media, public)

Effective community liaison and communication

Effectively self-manages

Innovative & lateral thinker

Flexible & responsive

Supports a reflective learning/quality culture that enables both individuals and the organisation to develop

Articulates and promotes the organisation's vision and goals

Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged

Provides effective role-modelling

Celebrates achievements and encourages innovation

(e) Outcomes & Performance

Formal personal agreement with CEO or the relevant General Manager.

Significant impact on service achievements and targets

Formal performance agreements with direct reports

Achievement of best practice

Monitoring and compliance with all professional standards

Responsible for Service-wide service delivery

6. Work Arrangements

- (a) Work will be performed by the most efficient means.
- (b) The parties agree that there will be no forced transfers as a result of the implementation of subclause (a) of this clause.
- (c) Any proposal that will significantly affect employees covered by the Union will be the subject of genuine consultation between the parties.
- (d) Any dispute arising from the operation of this clause will be dealt with in accordance with clause 32, Issues Resolution, of this Award.

SECTION 2. EMPLOYMENT CONDITIONS

7. Employees' Duties

- (a) The Service may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skills, competence and training consistent with the employee's classification provided that such duties are not designed to promote de-skilling.
- (b) The Service 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 and is currently certified in the use of such tools and equipment.
- (c) Any direction issued by the Service pursuant to subclause (a) and (b) shall be consistent with the Service's responsibilities to provide a safe and healthy working environment.
- (d) The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

8. Vacancies & Promotion

- (a) Advertisements of vacant positions shall be notified throughout the Service by regular Vacancy Circulars clearly displayed on Notice Boards at all Ambulance Stations and Ambulance Workplaces.
- (b) Appointments shall be made on the basis of merit.
- (c) The vacancy shall be filled from applications received provided that the Service can re-advertise the position if necessary.

9. Appointment of Officers

- (a) An employee employed under this Award shall be engaged as a full-time employee, a permanent part-time employee or a temporary employee.
- (b) Every employee will be provided with a Position Description commensurate with his or her position which he or she will be required to sign. The position description will outline the duties to be performed in addition to the key competencies and accountabilities required for the position.
- (c) All employees will be required to enter into a Performance Agreement.
- (d) Every employee who is appointed to a Superintendent/Operational Manager position advertised/created after the date of the making of this Award will be required to continue to meet the minimum requirements for that position.
- (e) Permanent Part-Time Employee
 - (i) A permanent part-time employee is one who is permanently appointed by the Service to work a specified number of days each week which are less than those prescribed for a full-time employee, except in emergent or urgent circumstances.
 - (ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of 1/38th of the weekly rate (annual rate/52.17857) prescribed in Table 1, Salaries, of Section 7 of this Award.
 - (iii) Permanent part-time employees shall not be entitled to additional rostered leave days off duty as prescribed in subclause (a) of clause 10, Roster Leave, of this Award.
 - (iv) Permanent part-time employees shall be entitled to all other benefits not otherwise expressly provided for herein in the same proportion as the average days per week bear to fulltime employment.

- (v) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 16, Climatic and Isolation Allowance, of this Award in the same proportion as the average hours worked per week bear to full-time hours.
 - (vi) The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities.
- (f) Temporary Employee
- (i) A temporary employee is engaged for a continuous fixed period of time to carry out a specific task. Such task may include the provision of relief for permanent employees, conduct of specific projects or the provision of services which are not recurrent in nature.
 - (ii) A temporary employee may be fulltime or part-time.
 - (iii) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the station, unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (iv) Temporary employees will be required to undertake and successfully complete all the requirements applicable to permanent fulltime employees.

10. Roster Leave

- (a) Each employee shall be granted nine (9) days of absence in each period of 28 days with the ninth day of absence being designated the Additional Rostered Leave day off duty.
- (b) Such time off duty may be granted weekly or allowed to accumulate for 28 days, provided that when it is not convenient for the Service to grant the full amount of leave due under this clause in each period of 28 consecutive days, the employee shall not be called upon to forfeit such leave.
- (c) Leave under this clause shall not be allowed to accumulate to more than twelve (12) days.
- (d) Subject to clause 13, Termination of Employment, subclause (c), of this Award, payment in lieu of roster leave shall not be made.

11. Reasonable Hours

- (a) 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.
- (b) For the purposes of subclause (b) what is reasonable or otherwise will be subject to subclause (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (c) Determined having regard to:
 - (i) Any risk to employee health and safety;
 - (ii) The employee's personal circumstances including any family and carer responsibilities;
 - (iii) The needs of the workplace or enterprise;
 - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) Any other relevant matter.

12. Public Holidays

- (a) For the purpose of this clause, the following shall be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day and Boxing Day.
- (b)
 - (i) An employee to whom paragraph (a)(i) of clause 21, Annual Leave, of this Award, applies, and who is required to and does work on a public holiday or a special public holiday proclaimed for the State of New South Wales shall be paid for the time actually worked at the rate of double time and one half.
 - (ii) An employee to whom paragraph (a)(ii) of clause 21, Annual Leave, of this Award, applies, and who is required to and does work on a public holiday or a special public holiday proclaimed for the State of New South Wales shall be paid for the time actually worked at the rate of time and one half.
 - (iii) For the purpose of paragraph (b)(i) and (b)(ii) of this clause, the hourly rate of pay shall be one- thirty eighth of the appropriate ordinary weekly rate of pay prescribed in Table 1, Classification Structure of this Award.
- (c) Special Public Holidays proclaimed for the State of New South Wales are to be granted or payment made as prescribed in subclause (b)(i) and (b)(ii) of this clause, if not granted. Where an employee works on a seven day per week basis as set out in paragraph (a)(ii) of clause 21, Annual Leave, of this Award, and the employees rostered day off or annual leave falls due on such day, the employee shall be paid, in addition to the employee's appropriate weekly rate of pay, an extra day's pay at ordinary rates.
- (d) In addition to those public holidays specified in subclause (a) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date determined by the Service and shall be regarded, for all purposes of this clause, as any other public holiday.

13. Termination of Employment

- (a) Employment shall be terminated by four (4) weeks' notice in writing by either party or by the giving or forfeiting, as the case may be, of four weeks wages in lieu of notice. Notwithstanding this the Service shall have the right to terminate an employee's employment without notice for serious or wilful misconduct in which case wages shall be paid up to the time of dismissal only.
- (b) The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.
- (c) Employees with a credit of any additional rostered leave day off duty shall be paid for such accrual upon termination.

SECTION 3. SALARIES AND MONETARY ENTITLEMENTS

14. Salaries

- (a) Employees who are appointed to an Operational Management position shall be allocated to one of the classification levels as set out in Table 1, Classification Structure, of this Award, and shall not be paid less than the minimum level for that position.
- (b) An employee who successfully applies for a position covered by this Award where the salary band encompasses his or her current salary will be appointed at no less than his or her current salary.
- (c) An employee who successfully applies for a position which carries a higher minimum salary level than his or her current salary will be appointed at no less than the minimum of the applicable salary band.

- (d) Once the appointed employee's salary has been determined in accordance with subclause (a), (b) or (c) of this clause, the employee's salary will move in accordance with the percentage increases applicable under this Award.
- (e) Further increases over and above the percentage increases applicable under subclause (d) of this clause will occur based on the employee's work performance that will be measured against their Performance Agreement.
- (f) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.

(1) Underpayment

- i. If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
- ii. If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.

(2) Overpayment

- i. In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- ii. One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
- iii. Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
- iv. The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subparagraph (2) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- v. Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subparagraph (2)(iii) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

- (g) Any dispute arising from the operation of this clause shall be dealt with in accordance with clause 32, Issues Resolution, of this Award.

15. Payment and Particulars of Salaries

- (a) Wages shall be paid fortnightly by electronic transfer.
- (b) For each pay-day, employees shall be furnished with a statement showing the gross amount of ordinary wages and penalties together with separate details of all deductions.
- (c) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee except where agreement as to another method of

payment has been reached between the Service and the Union due to isolation.

- (d) Salaries shall be deposited by the Service in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day.

This requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the Service making their deposits. In such cases the Service shall take all reasonable steps to ensure that wages are available for withdrawal by no later than pay-day.

16. Climatic and Isolation Allowance

- (a) Subject to subclause (b) of this clause, employees attached to Ambulance Stations situated upon or to the West of a line drawn as herein specified, shall be paid the allowance specified in Table 2, Allowances of Section 7 of this Award, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at Tocumwal and thence to the following towns in the order stated, namely - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (b) Employees attached to Ambulance Stations situated upon or to the West of a line drawn as herein specified shall be paid the allowance specified in Table 2, Allowances of Section 7 of this Award, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns in the order stated namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (c) The allowances prescribed by this clause are not cumulative.
- (d) The allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

17. Travel Allowances

Employees shall be granted travelling allowances on such terms and conditions prescribed by the NSW Policy Directive PD2016_010, Official Travel, as amended or replaced from time to time.

18. Relieving Other Members of Staff

- (a) An employee who is required by the Service to relieve another employee paid on a higher scale for a period of not less than one working week shall be entitled to receive the minimum rate of the higher scale of pay.
- (b) This provision shall not apply when an employee on a higher scale is absent from duty by reason of his or her additional roster leave day off duty.
- (c) No reduction shall be made in the scale of pay of an employee called upon to relieve another employee paid on a lower scale.

19. Salary Sacrifice to Superannuation

- (a) Notwithstanding the salaries prescribed in clause 14 Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 20 Salary Packaging, of this Award may be made up to 100% of the salary payable under the salaries clause, or up to 100% of the currently applicable superannuable salary, whichever is the

lesser.

In this clause, ‘superannuable salary’ means the employee’s salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (b) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees and private health fund membership fees.
- (c) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (i) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee’s election and shall cease upon termination of the employee’s services with the employer;
 - (ii) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (iii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant Award or any applicable Award, Act, or statute which is expressed to be determined by reference to an employee’s salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this Award.
- (d) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (ii) subject to the employer’s agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (e) Where an employee elects to salary sacrifice in terms of subclause (d) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (f) Where the employee is a member of a superannuation scheme established under:
 - (i) the *Police Regulation (Superannuation) Act 1906*;
 - (ii) the *Superannuation Act 1916*;
 - (iii) the *State Authorities Superannuation Act 1987*;
 - (iv) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (v) the *First State Superannuation Act 1992*.

The employee’s employer must ensure that the amount of any additional employer superannuation contributions specified in paragraph (i) above is included in the employee’s superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (g) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had

entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (f) above, the employer will continue to base contributions to that fund on the salary payable under clause 14, Salaries, of the Award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

20. Salary Packaging

- (a) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Policy Directive PD2018_044, Salary Packaging 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% of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (d) below.

- (b) Where an employee elects to package an amount of salary:
- (i) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (ii) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
 - (iii) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in clause 14 Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (d) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000.

Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but, will pass this cost on to the employee. The employer's share of savings, the combined administration cost and the value of the package benefits, are deducted from pre-tax dollars.

- (e) the Parties Agree that the Application of the Fringe Benefits Tax Exemption Status Conferred on Public Hospitals and Area Health Services is Subject to Prevailing Australian Taxation Laws.
- (f) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the NSW Health Services Policy

Directive PD2018_044, Salary Packaging as amended from time to time.

- (g) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (h) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (i) The employer and the employee shall comply with the procedures set out in the NSW Health Services Policy Directive PD2018_044, Salary Packaging as amended from time to time.

SECTION 4. LEAVE ENTITLEMENTS

21. Annual Leave

- (a) Annual Leave shall be granted on completion of each 12 months service as follows:
 - (i) An employee employed on a Monday to Friday basis - four weeks leave on full pay.
 - (ii) An employee employed on duties which require him or her to work irregular hours on a seven day per week basis, including work on Saturdays, Sundays and public holidays - five weeks leave with seven weeks' pay.
- (b) In the event that an employee's employment has changed from a seven day per week basis to a Monday to Friday basis or vice versa, then annual leave shall be calculated on a pro rata basis.
- (c) It is admitted by the parties that the additional two weeks' pay payable to an employee employed on duties in accordance with paragraph (a)(ii) of this clause has been provided in lieu of and in consideration of public holidays being worked by employees or which have occurred on an employee's rostered day off.
- (d) To the leave prescribed paragraph (a)(i) of this clause, there shall be added one working day for each public holiday or special public holiday proclaimed for the State of New South Wales which occurs during a period of annual leave.
- (e)
 - (i) Annual Leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued, provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
 - (ii) Annual leave shall be granted on a rotating roster basis provided that such rotation complies with paragraph (e)(i) of this clause.
 - (ii) An employee shall be eligible for annual leave when twelve months have elapsed since the date on which the last annual leave would have begun if taken immediately it had become due, or if the employee has not previously had Annual Leave since the commencement of the employment.
 - (iii) Nothing in this subclause shall prevent the Service, by agreement with the employee, from allowing annual leave to an employee before a right to it has accrued but where leave is taken in such a case, a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this paragraph shall not exceed the

amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.

- (iv) At least six months' notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take annual leave at a specified time and that time is then altered by the Service the employee shall be reimbursed any actual losses which result to him or her to the extent to which deposits paid for travel and/or accommodation are not refunded.
- (v) Employees may exchange annual leave by mutual arrangement with the approval of the Service provided that such exchange complies with paragraph (e)(i) of this clause.
- (f) Each employee before going on annual leave shall be paid for the period of the leave at the ordinary rate of wage to which he or she is entitled under this Award and such payment shall be made before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay employees Annual Leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- (h) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this Award.
- (i) Credit of time towards an additional rostered leave day off duty shall not accrue when an employee is absent during his or her four weeks annual leave as provided for under the *Annual Holidays Act* 1944. However, officers entitled to additional rostered leave days off duty in accordance with clause 10, Roster Leave, of this Award, shall accrue credit towards an additional rostered leave day off to employees in excess of the above mentioned four weeks.

22. Annual Leave Loading

- (a) Employees who, under the *Annual Holidays Act* 1944, become entitled to annual leave under clause 21, Annual Leave, of this Award, shall be paid in respect of such leave an annual leave loading of 17.5% of the appropriate ordinary weekly rate of pay prescribed in Table 1, Classification Structure, of this Award for the classification in which the employee was employed immediately before commencing his/her annual leave. The 17.5% annual leave loading will apply to the following periods of annual leave, i.e. in the case of an employee employed on a Monday to Friday basis - four weeks, and for seven days per week basis employees - five weeks, provided further that in no instance is the calculated amount to exceed one thousand four hundred and twenty-one dollars and zero cents (\$1421.00) with effect from the first pay period to commence on or after 1 July 2007.
- (b) Such loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this Award.
- (c) No loading is payable where the annual leave is taken wholly or partly in advance provided, however, that if the employment of such an employee continues until the day upon which he or she would have become entitled under this to such annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with the rate of wages applicable on such day.
- (d) Where the employment of an employee is terminated by the Service for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of the annual leave to which he or she became entitled after 10 May 1974, he or she shall be paid the loading provided for in subclause (a) of this clause for the period not taken.
- (e) Except as provided by subclause (d) of this clause, no loading is payable on the termination of an employee's employment.

- (f) The annual leave loading shall be paid before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay employees Annual Leave loading on a fortnightly basis which coincides with the normal fortnightly pay period.

23. Family and Community Services Leave and Personal/Carer's Leave

Employees shall be granted family and community services leave and personal/carer's leave in accordance with the provisions of Section 4 of the NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

23A. Family Violence Leave

- (i) For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

24. Maternity, Adoption and Parental Leave

This clause is to be read in conjunction with the provisions of Section 5 of the NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service and the Service's Maternity Leave Operating Procedure PRO2018-002 or subsequent replacements as amended or replaced from time to time.

A. Maternity Leave

- (a) Eligibility for Paid Maternity Leave

(i) Full-time employees

Female employees who prior to the expected date of birth, have completed at least forty (40) weeks continuous service (of not less than 31.25 hours per week) are eligible for paid maternity leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged on a permanent part-time basis as defined by their Award. Female employees employed on this basis are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service.

(iii) An employee who has once met conditions for paid maternity leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid maternity leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act 1987* (NSW).

(b) Entitlements to Paid Maternity Leave

(i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.

(ii) Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis. Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

(iii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(c) Entitlements to Unpaid Maternity Leave

(i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.

(ii) Fulltime or permanent part-time female employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(d) Applications for Maternity Leave

(i) An employee who intends to proceed on maternity leave should formally notify their Divisional Manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:

- (1) The intention to proceed on maternity leave;
- (2) The expected date of birth certified by a medical practitioner;
- (3) The period of leave to be taken;
- (4) The date on which maternity leave is to commence;
- (5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought; and
- (6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at paragraph (a)(i) of Part D, Right to Request, of this clause.

(e) Applications for Further Maternity Leave

- (i) Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.
- (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under paragraph (c)(i) of Part A, Maternity Leave, of this clause or paragraph (a)(ii) of Part D, Right to Request, of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).
- (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part-time basis as provided under paragraph (a)(iii) of Part D of this clause is entitled to be paid at their substantive fulltime rate for the subsequent period of maternity leave.
- (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part-time basis under paragraph (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part-time rate.

(f) Variations of Maternity Leave

After commencing maternity leave, an employee may vary the period of her maternity leave -

- (i) once without the consent of the Service, but with a minimum of fourteen (14) days' notice in writing; and
- (ii) otherwise with the consent of the Service, with a minimum of fourteen (14) days' notice in writing.

However, more advanced notice is encouraged, especially for uniformed staff because of roster arrangements.

(g) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave; offers of temporary employment should be in writing, stating clearly the

temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(h) Effect of Maternity Leave on Accrual of Leave, Increments, etc.

- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the employee has completed ten years' service and the period of unpaid maternity leave is less than six months).
- (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
- (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.
- (iv) When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.
- (v) Except in the case of employees who have completed ten (10) years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) years' service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.
- (vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, i.e. public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(i) Illness Associated with Pregnancy

- (i) If, because of an illness associated with her pregnancy, an employee is unable to continue to work, then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take any sick leave without pay.
- (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.

(j) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.

(k) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave or maternity leave, subject to production of a medical certificate. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(l) Miscarriage

In the event of a miscarriage, any absence from work is to be covered by the current sick leave provisions.

(m) Fitness to Continue Working During Pregnancy and Alternative Work

- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.
- (ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily to perform, until maternity leave commences. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(n) Right to Return to Previous Position

- (i) An employee who returns to work after maternity leave has a right to return to her former position.
- (ii) Where this position no longer exists, the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable and/or qualified.

(o) Portability of Service for Paid Maternity Leave

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the *Government Sector Employment Act* 2013, as amended from time to time, will be recognised, provided that:

service was on a fulltime or permanent part-time (as specified) basis;

cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

the employee commences duty with the new employer on the next working day after ceasing employment with the former employer. (There may be a break in service of up to 2 months before commencing duty with the new employer, provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

Portability of service for paid maternity leave involves the recognition of service in government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Service Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

B. Adoption Leave

(a) Eligibility for Adoption Leave

- (i) All fulltime and permanent part-time employees who are adopting a child and are to be the primary care giver of the child are entitled to unpaid adoption leave.
- (ii) Employees who are adopting a child and are to be the primary care giver of the child are entitled to paid adoption leave as follows:

Full-time employees

Employees who, prior to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for paid adoption leave.

Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid adoption leave after forty (40) weeks continuous service.

- (iii) An employee who has once met conditions for paid adoption leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid adoption leave, unless:
- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act 1987* (NSW).

(b) Entitlements

(i) Paid Adoption Leave

Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay. This leave may commence from the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(ii) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(c) Applications for Adoption Leave

- (i) Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave, normally eight weeks prior. This will allow arrangements associated with the adoption leave to be made.
- (ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/employee is to have custody and the expected date of placement of the child.

(d) Applications for Further Adoption Leave

Same provisions as maternity leave.

(e) Variations of Adoption Leave

Same provisions as maternity leave.

(f) Staffing Provisions

Same provisions as maternity leave.

(g) Effect of Adoption Leave on Accrual of Leave, Increments, etc.

Same provisions as maternity leave.

(h) Right to Return to Previous Position

Same provisions as maternity leave.

(i) Portability of Service for Paid Adoption Leave

Same provisions as maternity leave.

C. Parental Leave

(a) Eligibility for Parental Leave

(i) Fulltime employees

Employees who, prior to the expected date of birth or to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for parental leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.

(iii) An employee who has once met conditions for parental leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of parental leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act 1987* (NSW).

(b) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (i) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave).
 - (ii) the entitlement of one week's paid leave may be taken at any time within the 52-week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
 - (iii) a further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).
 - (iv) extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at subclause (a)(i) of Part D of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave at half pay to enable an employee to remain on full pay for that period.
- (c) Applications for Parental Leave
 - (i) An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.
 - (ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end the period of leave. It is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
 - (iii) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
 - (iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

if applicable, the period of any maternity leave sought or taken by his spouse, and

that they are seeking the period of extended parental leave to become the primary caregiver of the child.
- (d) Variations of Parental Leave

Same provisions as maternity leave.
- (e) Staffing Provisions

Same provisions as maternity leave.
- (f) Effect of Parental Leave on Accrual of Leave, Increments, etc.

Same provisions as maternity leave.
- (g) Right to Return to Previous Position

Same provisions as maternity leave.

(h) Portability of Service for Paid Parental Leave

Same provisions as maternity leave.

D. Right to Request

- (a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
- (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;
 - (iv) to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and the employer's decision made under paragraphs (a)(ii) and (iii) of this Part must be recorded in writing.
- (d) Where an employee wishes to make a request under paragraph (a)(iii) of this Part:
- (i) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work;
 - (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
 - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours, that is for long service leave the period of service is to be converted to the full-time equivalent and accredited accordingly.

E. Communication During Leave

- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, 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 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 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 leave to be taken, 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 subclause (a) of this Part.

24A. 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 fulltime employee or a part-time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (c) A part-time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift 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 employer shall 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, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (f) 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.
- (g) 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 other leave in accordance with the Award.

25. Study Leave

Employees shall be granted Study Leave on such terms and conditions as prescribed by Section 6 of the NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

26. Trade Union Leave

Employees shall be granted Trade Union Leave on such terms and conditions prescribed by Section 14 of the NSW Health Policy Directive PD20232_006 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

27. Long Service Leave

- (a) Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to officers employed under the provisions of the *Government Sector Employment Act* 2013, and the regulations made there under, as amended from time to time. This includes the taking of long service leave on half pay.
- (b) Where an employee has accrued a right to an additional rostered leave day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.
- (c) An employee returning to duty from long service leave shall be given the next additional rostered leave day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

28. Sick Leave

- (a) If the Service is satisfied that an employee is unable to perform his or her duties on account of illness, not attributable to the employee's misconduct, it shall grant to such employee leave of absence on full pay for a period or periods as follows:
 - (i) All employees shall be entitled to sick leave for a period or periods not exceeding in the aggregate of 114 hours in any period of 12 months.
 - (ii) In the event of an employee not taking the full period of 114 hours in any period of twelve (12) months, the untaken period of such leave shall accumulate. A maximum of 76 hours of the untaken hours in each period of twelve (12) months shall accumulate in respect of available sick leave which accumulated prior to 20 June 1980.
 - (iii) Periods of less than thirty-eight (38) hours shall not be re-credited to employees who are sick whilst on Annual or Long Service Leave.
- (b)
 - (i) The Service shall not, with the sole object of avoiding obligations under this clause, terminate the services of an employee who is unable to perform his or her duties on account of illness and who is entitled to sick leave under this clause.
 - (ii) The employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four (4) hours but in any case no less than one (1) hour before the commencement time of duty and inform the Service as far as possible the estimated duration of same.
- (c) All periods of sickness shall be certified by a legally qualified Medical Practitioner, provided however, that the Service may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where, in the Service's opinion, circumstances are such as not to warrant such requirements.
- (d) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay or workers compensation, provided, however, that where an employee is not in receipt of accident pay, the Service shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received, as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full-time hours. On the expiration of available sick leave, weekly workers compensation payments only shall be payable.
- (e) Any accumulation of sick leave standing to the credit of an employee at the date of commencement of this Award, shall be added to the leave which is accumulated pursuant to paragraph (a)(ii) of this clause.

SECTION 5. MISCELLANEOUS**29. Uniforms**

- (a)
 - (i) The Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Service.
 - (ii) Uniforms provided shall be replaced by the Service upon condemnation in equivalent numbers.
 - (iii) The Service shall provide any other special clothing which the Service requires an employee to wear.

- (iv) Articles of clothing issued under subclause (a)(i) and (a)(iii) of this clause remain the property of the Service and shall be returned by the employee upon request by the Service.
- (b) Any request for uniform replacement by the Service or an employee will not be unreasonably refused. In the event of refusal the provision of clause 32, Issues Resolution, of this Award, shall apply.
- (c) Employees required to wear a uniform shall be paid a laundry allowance as prescribed in Table 2, Allowances of Section 7, Monetary Rates.

30. Union Subscriptions

The Service agrees, subject to prior written authorisation by the employee, to deduct Union subscriptions from the pay of the authorising employee.

31. Accommodation

- (a) Officers, who as at 9 December 2010 receive accommodation quarters rent free or payment for accommodation, will have the following entitlements whilst they remain in their current position and in their current location:
 - (i) the entitlement to accommodation quarters rent free or payment for accommodation will cease 12 months after 23 December 2010;
 - (ii) after that time, any officer who elects to remain in an Ambulance Service residence will be required to pay half market rental for a period of 12 months and full market rental thereafter.
 - (iii) Managers' availability for operational responses is not altered by the agreed variation to this clause.

SECTION 6. AWARD PARAMETERS

32. Issues Resolution

- (a) The parties must:
 - (i) Use their best endeavours to cooperate in order to avoid grievances and disputes arising between the parties or between the Service and individual employee(s);
 - (ii) Abide by the procedures set out in this clause to resolve any issue which might arise; and
 - (iii) Place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
 - (i) The interpretation, application or operation of this Award; or
 - (ii) Any allegation of discrimination in employment within the meaning of the *Anti-Discrimination Act 1977* (NSW) which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of that employee(s).

- (d) If the issue is not resolved within a reasonable time it must be referred by the employee(s) immediate supervisor to his or her Supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the General Manager Operations (and/or his or her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods as may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, parties may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the *Industrial Relations Act 1996* (NSW), to the Industrial Relations Commission for its assistance in resolving the issue.
- (g) Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, "status quo" means the work procedures and practices in place:
 - (i) immediately before the issue arose; or
 - (ii) Immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Service must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (h) Throughout all the stages of these procedures adequate records must be kept by the parties of all discussions.
- (i) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (j) All matters in dispute arising out of the application of this Award may be referred to a Disputes Committee consisting of not more than six (6) members with equal representation of the Corporation and the Union. Such Committee shall have the power to investigate all matters in dispute and report to the Corporation and the Union, respectively, with such recommendation as it may think right and in the event of no mutual decision being arrived at by the Committee, the matter in dispute may be referred to the Industrial Relations Commission of NSW.

33. Anti-Discrimination

- (a) It is 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.

NOTES -

- (v) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (vi) 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."

34. Benefits Not to be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in this Award shall in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

35. No Extra Claims

The Commission makes this Award on the basis that the parties have provided the following undertaking: Other than as provided for in the *Industrial Relations Act 1996*, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2025 by a party to this Award.

For the avoidance of doubt, the Parties may, during the term of this Award, discuss additional opportunities for system improvements and, if agreed, a further pay increase may be provided to recognise the contribution of employees to those system improvements.

36. Area, Incidence and Duration

- (a) This Award takes effect from 1 July 2024 and shall remain in force for a period of one year. The rates in section 7 of this Award will apply from the first full pay period on or after (ffppoa) 1 July 2024.
- (b) This Award rescinds and replaces the *Operational Ambulance Managers (State) Award 2023* published 10 November 2023 (395 I.G. 1088) and all variations thereof.
- (c) This Award shall apply to persons employed in classifications contained herein employed by the Ambulance Service of New South Wales.

SECTION 7. MONETARY RATES

Pay rates and allowances for the period from 1 July 2024 until the commencement of the increased rates as outlined below (that apply from the first full pay period on or after (ffppoa) 1 July 2024) shall be the equivalent rates and allowances contained in the *Operational Ambulance Managers (State) Award 2023* as at 30 June 2024.

Table 1 - Salaries

Classification	01-July-2024 Minimum \$	01-July-2024 Maximum \$
Operational Manager		
Level 1	126,384	132,403
Level 2	129,389	153,470
Level 3	150,457	171,522
Level 4	168,510	201,616
Level 5	198,602	222,680
Operations Centre Manager		
Level 1	123,142	129,006
Level 2	126,070	149,529
Level 3	146,595	167,118
Level 4	164,182	196,439
Level 5	193,504	216,963

Table 2 - Allowances

Item	Clause	Allowance Description	Frequency	FFPPOA 01 July 2024 \$
1	16	Climatic and Isolation Allowance - Time and Half Zone	Weekly	5.70
2	16	Climatic and Isolation Allowance - Double Zone	Weekly	11.30
3	29	Laundry	Weekly	16.30

* Rate moves independently to Award wages increase.

I. TAYLOR *J, President.*

Printed by the authority of the Industrial Registrar.

**ENTERTAINMENT AND BROADCASTING INDUSTRY - LIVE
THEATRE AND CONCERT (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Filed by Unions NSW, State Peak Council for Employees

(Case No. 211169 of 2024)

Before The Honourable Justice Taylor
The Honourable Justice Chin
The Honourable Justice Paingakulam
Senior Commissioner Constant
Commissioner McDonald

09 October 2024

VARIATION

1. Delete Part 9 - Monetary Rates, of the award published 29 July 2022 (392 I.G. 482) and insert in lieu thereof the following:

PART 9 - MONETARY RATES

Table 1 - Rates of Pay

	Previous Rate \$ State Wage Case 2023 (5.75%) from first full pay period 1 September 2023	Current Rate \$ State Wage Case 2024 (3.75%) from first full pay period 1 September 2024
Theatrical Employee Level 1	882.80	915.91
Theatrical Employee Level 2	935.10	970.17
Theatrical Employee Level 3	967.77	1,004.06
Theatrical Employee Level 4	1,038.80	1,077.76
Theatrical Employee Level 5	1,072.71	1,112.94
Theatrical Employee Level 6	1,137.32	1,179.97
Theatrical Employee Level 7	1,205.08	1,250.27

Table 2 - Other Rates and Allowances

Item No.	Clause No.		Previous Rate \$ State Wage Case 2023 from first full pay period 1 September 2023	Current Rate \$ State Wage Case 2024 from first full pay period 1 September 2024
1	20.1.1	Heads of Department Supplying Own tools	12.67	13.15
2	20.1.1	Other Employees providing basic tools	1.31	1.36
3	20.2	Laundry Allowance - Blouses and Shirts	3.86	4.00
4	20.2	Laundry Allowance - Other Garments	10.01	10.39
5	20.2	Laundry Allowance - Other than weekly employees	3.07	3.19
6	20.2	Laundry Allowance - Other Employees Maximum per week	13.95	14.47

7	20.3	Front of House - Shoes other than black	2.51	2.60
8	20.3	Front of House - Shoes other than black maximum per week	6.36	6.60
9	20.4.1(a)	Costume more unusual than reasonably necessary engaged by the week	9.53	9.89
10	20.4.1(b)	Costume more unusual than reasonably necessary - other than engaged by the week	1.90	1.97
11	20.5.1	Allowance per recording	151.83	157.52
12	23.5	Meal Allowance	12.21	12.67
13	23.6	Meal Allowance	18.57	19.27
14	34.8.2	Travel period less than one week	222.23	230.56
15	34.8.3	Travel period greater than one week - per week	776.34	805.45
16	34.8.3	Travel period greater than one week -per night	155.31	161.13
17	38.8.6(a)	Cash Allowance per week	776.34	805.45
18	38.8.6(b)	Cash Allowance per night	155.31	161.13
19	34.9	Meals - per day	68.09	70.64
20	34.9	Meals - maximum per week	340.51	353.28
21	34.1	Incidentals - per day	21.97	22.79
22	34.1	Incidentals - maximum per week	109.86	113.98

Table 3 - Reimbursement of Expenses

Destination	Previous Rate \$ State Wage Case 2023 (5.75%) from first full pay period 1 September 2023	Current Rate \$ State Wage Case 2024 (3.75%) from first full pay period 1 September 2024
Sydney and Melbourne	1,335.63	1,385.72
Adelaide, Hobart, Perth and Brisbane	1,010.20	1,048.08
Canberra	1,177.92	1,222.09
Other Places	920.79	955.32

2. This variation will take effect from the beginning of the first full pay period to commence on or after 1 September 2024.

I. TAYLOR *J.*, *President*
D. CHIN *J.*, *Vice President*
J. PAINGAKULAM *J.*, *Deputy President*
N. CONSTANT, *Senior Commissioner*
J. MCDONALD, *Commissioner*

LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Filed by Unions NSW, State Peak Council for Employees

(Case No. 211169 of 2024)

Before The Honourable Justice Taylor
The Honourable Justice Chin
The Honourable Justice Paingakulam
Senior Commissioner Constant
Commissioner McDonald

09 October 2024

VARIATION

1. Delete Part B, Monetary Rates, of the award published 27 July 2022 (Vol 392 I.G. 292) and insert in lieu thereof the following:

PART B

MONETARY RATES

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 1 September 2024.

Note: The rates of pay and allowances in this award include the adjustments payable under the State Wage Case 2024. These adjustments may offset any or both of:

- i. Any equivalent over award payments, and/or
- ii. Award wage increases other than State Wage Case adjustments.

Table 1 - Wage Rates - Clause 5

	2022 Rate of Pay Per Week \$	2023 Rate of Pay Per Week \$	2024 Rate of Pay Per Week \$ 3.75% increase
Technical/Trades Band Level 1	1,022.19	1,080.97	1,121.51
Technical/Trades Band Level 2	1,124.29	1,188.94	1,233.53
Technical/Trades Band Level 3	1,286.18	1,360.14	1,411.15
Professional Band Level 1	1,124.29	1,188.94	1,233.53
Professional Band Level 2	1,286.18	1,360.14	1,411.15
Professional Band Level 3	1,441.96	1,524.87	1,582.05
Professional Band Level 4	1,685.14	1,782.04	1,848.87
Apprentice 1st Year	565.75	598.28	620.72
Apprentice 2nd Year	668.07	706.48	732.97
Apprentice 3rd Year	767.68	811.82	842.26
Apprentice 4th Year	864.44	914.15	948.43

Table 2 - Other Rates and Allowances

	2022 Amount \$	2023 Amount \$	2024 Amount \$ 3.75% increase
Clause 7 - Special Allowances			
(i) Wages			
(a) Dirty work, etc.	0.43	0.45	0.47
(b) Wet places	0.48	0.51	0.53
(c) Confined spaces	0.48	0.51	0.53
(d) Working underground	0.43	0.45	0.47
(e) Working with raw sewerage	9.54	10.09	10.47
Clause 8 - Tool Allowances			
(i) Electrical Tradesperson	39.38	41.64	43.20
(iv)(b) Amount payable by employee for each claim for compensation of loss of tools	100.03	105.78	109.75
Clause 14 - On Call			
(iii) On call allowance	130.14	137.62	142.78
Clause 15 - Meal Breaks and Allowances for Overtime Work			
(i) Meal allowance	17.34	18.34	19.03
(ii)(a) Meal allowance	17.34	18.34	19.03
(ii)(b) Meal allowance working 4 hours overtime	13.31	14.08	14.61
Clause 24 - Travelling Allowance			
Where the employee works at a distance from the depot greater than:			
(ii) 3-10 km	6.11	6.46	6.70
10-20 km	11.01	11.64	12.08
20-30 km	15.71	16.61	17.23
30-40 km	20.29	21.46	22.26
40-50 km	25.20	26.65	27.65
For each additional kilometre	0.47	0.50	0.52
Clause 27 - Driving of Motor Vehicles			
(ii)(a) Use of private vehicle (cents) per kilometre			
Under 2.5 litres	0.74	0.78	0.81
2.5 litres and over	0.85	0.90	0.93
(b) Minimum yearly allowance	8,243.59	8,717.60	9,044.50
Clause 28 - Industry Allowance			
Industry Allowance	65.02	68.76	71.34
Clause 31 - Miscellaneous			
(ii)(a) West of the line allowance	1.12	1.18	1.22
(iii) First-aid allowance	3.79	4.01	4.16

2. This variation shall take effect from the first full pay period commencing on and from the first pay period on or after 1 September 2024.

I. TAYLOR J., *President*
D. CHIN J., *Vice President*
J. PAINGAKULAM J., *Deputy President*
N. CONSTANT, *Senior Commissioner*
J. MCDONALD, *Commissioner*

(1925)

SERIAL C9927

**LOCAL GOVERNMENT, AGED, DISABILITY AND HOME CARE
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 211169 of 2024)

Before The Honourable Justice Taylor
The Honourable Justice Chin
The Honourable Justice Paingakulam
Senior Commissioner Constan
Commissioner McDonald

9 October 2024

VARIATION

1. Delete Part B of the award published 19 February 2016 (379 I.G. 254) and reprinted on 16 February 2024 (396 I.G. 749), and insert in lieu thereof the following:

PART B

Table 1 - Monetary Rates

	Rate p/week from 1 September 2023 \$	Rate p/week from 1 September 2024 (3.75% increase) \$
Care Service Employees		
Grade 1	1089.01	1129.85
Grade 2	1130.89	1173.30
Grade 3	1144.22	1187.13
Grade 4		
- Level 1	1183.03	1227.39
- Level 2	1276.73	1324.61
Grade 5 from	1361.76	1412.83
to	2012.18	2087.64

1. Note: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.
2. Note: Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

	Rate p/week from 1 September 2023 \$	Rate p/week from 1 September 2024 (3.75% increase) \$
Maintenance Supervisors		
Maintenance Supervisor (Otherwise)	1168.18	1211.99

Maintenance Supervisor (Otherwise)		
- in charge of staff	1193.44	1238.19
Maintenance Supervisor (Tradesperson)	1266.58	1314.08
Catering Officer		
Trainee Catering Officer		
1st year	1033.44	1072.19
2nd year	1052.01	1091.46
3rd year	1073.35	1113.60
Assistant Catering Officer		
80-120 beds	1083.96	1124.61
120-300 beds	1154.45	1197.74
300-500 beds	1238.89	1285.35
500-1000 beds	1271.77	1319.46
Catering Officer		
80-120 beds	1205.32	1250.52
120-200 beds	1238.89	1285.35
200-300 beds	1271.77	1319.46
300-500 beds	1335.22	1385.29
500-1000 beds	1441.25	1495.30
Diversional Therapist		
1st year of experience	1078.20	1118.63
2nd year of experience	1131.84	1174.28
3rd year of experience	1184.91	1229.34
4th year of experience	1237.86	1284.28
5th year of experience and thereafter	1288.62	1336.94
Dieticians		
1st year of service	1173.83	1217.85
2nd year of service	1225.40	1271.35
3rd year of service	1286.66	1334.91
4th year of service	1352.98	1403.72
5th year of service	1414.37	1467.41
6th year of service	1463.28	1518.15
7th year of service	1500.31	1556.57
Therapists and Social Workers (excluding Diversional Therapists)		
1st year of service	1143.37	1186.25
2nd year of service	1173.83	1217.85
3rd year of service	1225.40	1271.35
4th year of service	1286.66	1334.91
5th year of service	1352.98	1403.72
6th year of service	1414.37	1467.41
7th year of service	1463.28	1518.15
8th year of service & thereafter	1500.31	1556.57
Apprentices		
Apprentice Cook		
1st year	670.85	696.01
2nd year	922.45	957.04
3rd year	1034.24	1073.02
Apprentice Gardener		
1st year	559.06	580.02
2nd year	670.85	696.01

3rd year		894.53	928.07
4th year		1006.33	1044.07
Homecare Employees			
Homecare Employee			
Grade 1		998.48	1035.92
Grade 2		1047.51	1086.79
Grade 3		1120.18	1162.19
		Rate p/week from 1 September 2023 \$	Rate p/week from 1 September 2024 (3.75% increase) \$
Live-in Homecarers			
Grade 1	Daily Rate	259.69	269.43
Grade 2	Daily Rate	293.27	304.27
Grade 3	Daily Rate	339.99	352.74
Clerical & Administrative Employees			
Juniors			
At 16 years of age and under		543.14	563.51
At 17 years of age		615.47	638.55
At 18 years of age		705.68	732.14
At 19 years of age		795.31	825.13
At 20 years of age		876.89	909.77
Adults			
Grade 1		1071.50	1111.68
Grade 2		1135.18	1177.75
Grade 3		1190.09	1234.72
Grade 4		1255.04	1302.10
Grade 5		1311.69	1360.88

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

Table 2 - Allowances

Item No.	Clause No.	Brief Description		Rate from 1 September 2023 \$	Rate from 1 September 2024 \$
1	6(xi)(c)	Broken Shift	per shift	12.67	13.15
2	8(iii)(a)	Overtime - Breakfast	per meal	15.58	16.16
3	8(iii)(b)	Overtime - Luncheon	per meal	20.12	20.87
4	8(iii)(c)	Overtime - Evening Meal	per meal	29.39	30.49
5	9(iii)(b)	Overtime - recall use of own vehicle	per km	0.44	0.46
6	9(iii)(c) 13(i)	On Call Allowance	per day (24 hrs)	20.64	21.41
7	13(ii)	Climatic & Isolation Allowance	per/week	8.21	8.52
8	15(i)(a)	Climatic & Isolation Allowance	per week	15.52	16.10
9	15(i)(b)	Cleaning/Scraping Work - Confined Space	per hour	0.77	0.80
10	9(iii)(c)	Cleaning Scraping Work - Boiler/Flue	per hour	1.24	1.29

11	15(iii)	Linen Handling - Nauseous Nature	per hour	0.40	0.42
12	15(v)	Use of own vehicle	per week	0.89	0.92
13	15(ix)	Laundry & Dry Cleaning certificate Allowance	per week	13.65	14.16
14	26(ii)	Leading Hand Allowance - in charge 2-5 employees	per week	33.60	34.86
15	26(ii)	Leading Hand Allowance - in charge 6-10 employees	per week	48.05	49.85
26	26(ii)	Leading Hand Allowance - in charge 11-15 employees	per week	60.68	62.96
17	26(ii)	Leading Hand Allowance - in charge 16-19 employees	per week	74.09	76.87
18	28(i)(c)	Uniform Allowance	per week	7.99	8.29
19	28(i)(d)	Special Type Shoes Allowance	per week	2.45	2.54
20	28(i)(e)	Cardigan or Jumper Allowance	per week	2.38	2.47
21	28(i)(f)	Laundry Allowance - Uniform	per week	6.60	6.85
22	29(ii)(d)	Sleepover Allowance	per shift	59.98	62.23
23	39(vi)	Apprentice - TAFE Examination Allowance	per week	12.67	13.15

2. Delete subclause A.4 of Schedule A, Training Wages, and insert in lieu thereof the following:

A.4 Minimum Wages

A.4.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause A5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Schedule B are:

	Highest year of schooling completed					
	Year 10 per week 1 September 2023 \$	Year 11 per week 1 September 2023 \$	Year 12 per week 1 September 2023 \$	Year 10 per week 1 September 2024 \$	Year 11 per week 1 September 2024 \$	Year 12 per week 1 September 2024 \$
School leaver	395.58	436.09	523.52	410.41	452.44	543.15
Plus 1 year out of school	436.09	523.52	609.48	452.44	543.15	632.34
Plus 2 years out of school	523.52	609.48	708.35	543.15	632.34	734.91
Plus 3 years out of school	609.48	708.35	809.40	632.34	734.91	839.75
Plus 4 years out of school	708.35	809.40	809.40	734.91	839.75	839.75
Plus 5 or more years out of school	809.40	809.40	809.40	839.75	839.75	839.75

A.4.2 Minimum wages for part-time traineeships

(a) Wage Level A

The minimum wages for a trainee undertaking a part-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix B are:

	Highest Year of Schooling completed					
	Year 10 Per hour 1 September 2023 \$	Year 11 Per hour 1 September 2023 \$	Year 12 Per hour 1 September 2023 \$	Year 10 Per hour 1 September 2024 \$	Year 11 Per hour 1 September 2024 \$	Year 12 Per hour 1 September 2024 \$
School Leaver	13.03	14.35	17.22	13.52	14.89	17.87
Plus 1 year out of school	14.34	17.22	19.99	14.88	17.87	20.74
Plus 2 years	17.22	19.99	19.99	17.87	20.74	20.74
Plus 3 years	19.99	23.32	26.62	20.74	24.19	27.62
Plus 4 years	23.32	26.62	26.62	24.19	27.62	27.62
Plus 5 years or more	26.62	26.62	26.62	27.62	27.62	27.62

(b) School-based traineeships

The minimum wages for a trainee undertaking a school-based AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage A by Schedule B are as follows when the trainee works ordinary hours:

	Year of Schooling			
	Year 11 1 Sep 2023 \$	Year 12 1 Sep 2023 \$	Year 11 1 Sep 2024 \$	Year 12 1 Sep 2024 \$
School based Traineeships Wage Level A	13.72	14.35	14.23	14.89

3. This variation shall take effect from the first full pay period commencing on and from 1 September 2024.

I. TAYLOR J., *President*
D. CHIN J., *Vice President*
J. PAINGAKULAM J., *Deputy President*
N. CONSTANT, *Senior Commissioner*
J. MCDONALD, *Commissioner*

(1934)

SERIAL C9933

NURSES' (LOCAL GOVERNMENT) RESIDENTIAL AGED CARE CONSOLIDATED (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, State Peak Council for Employees.

(Case No. 211169 of 2024)

Before The Honourable Justice Taylor
The Honourable Justice Chin
The Honourable Justice Paingakulam
Senior Commissioner Constant
Commissioner McDonald

09 October 2024

VARIATION

1. Delete Clause 53, Area, Incidence and Duration, subclause (iii) of the award published 11 February 2022 (391 I.G. 411) and reprinted on 16 February 2024 (396 I.G. 809) and insert in lieu thereof:

The rates of pay in this award include the adjustments payable under the State Wage Case 2024. These adjustments may be offset any or both:

- (a) Any equivalent over award payments; and
- (b) Award wage increases other than State Wage Case adjustments.

The rates of pay and allowances in Part B, Monetary Rates, take effect from the first full pay period on or after 1 September 2024.

2. Delete Part B, Monetary Rates, and insert in lieu the following:

PART B

MONETARY RATES

Table 1 - Salaries

Classification	SWC 2023 FFPP 1/9/2023	SWC 2024 FFPP 1/9/2024
Assistant in nursing/trainee enrolled nurse		
First year of experience	1,074.30	1,114.59
Second year of experience	1,091.10	1,132.02
Third year of experience	1,108.60	1,150.17
Thereafter	1,144.20	1,187.11
Enrolled nurse		
First year of experience	1,256.14	1,303.25
Second year of experience	1,281.22	1,329.27
Third year of experience	1,307.42	1,356.45
Fourth year of experience	1,333.12	1,383.11
Thereafter	1,358.64	1,409.59
Registered nurse general, MR Psych., Infants, geriatric, midwifery		

First year of service	1,410.50	1,463.39
Second year of service	1,480.34	1,535.85
Third year of service	1,550.64	1,608.79
Fourth year of service	1,626.12	1,687.10
Fifth year of service	1,701.96	1,765.78
Sixth year of service	1,778.08	1,844.76
Seventh year of service	1,859.28	1,929.00
Eighth year of service	1936.28	2,008.89
Nursing unit manager (personal to current occupants as at 1 March 1999)		
Level 1		
First year	2,145.08	2,225.52
Second year	2,202.78	2,285.38
Level 2	2,258.48	2,343.17
Level 3	2,311.10	2,397.77
Nurse undergoing pre-registration Assessment	1,216.80	1,262.43
Clinical nurse specialist	1,987.22	2,061.74
Clinical nurse consultant	2,352.28	2,440.49
Clinical nurse educator	2,027.88	2,103.93
Nurse educator		
First year	2,144.98	2,225.42
Second year	2,202.78	2,285.38
Third year	2,254.48	2,339.02
Fourth year	2,363.30	2,451.92
Senior nurse educator		
First year	2,432.84	2,524.07
Second year	2,493.86	2,587.38
Third year	2,582.28	2,679.12
Assistant director of nursing		
Less than 150 beds	2,228.24	2,311.80
150-250 beds	2,398.26	2,488.19
250 beds and over	2,464.38	2,556.79
Deputy director of nursing		
Less than 20 beds	2,267.94	2,352.99
20 beds, less than 75 beds	2,336.26	2,423.87
75 beds, less than 100 beds	2,398.68	2,488.63
100 beds, less than 150 beds	2,443.28	2,534.90
150 beds, less than 200 beds	2,508.58	2,602.65
200 beds, less than 250 beds	2,582.28	2,679.12
250 beds, less than 350 beds	2,667.88	2,767.93
350 beds, less than 450 beds	2,752.38	2,855.59
450 beds, less than 750 beds	2,843.58	2,950.21
750 beds and over	2,942.08	3,052.41
Director of nursing		
Less than 25 beds	2,506.72	2,600.72
25 beds, less than 50 beds	2,650.78	2,750.18
50 beds, less than 75 beds	2,718.58	2,820.53
75 beds, less than 100 beds	2,785.32	2,889.77
100 beds, less than 150 beds	2,885.78	2,994.00
150 beds, less than 200 beds	3,000.14	3,112.65

200 beds, less than 250 beds	3,084.64	3,200.31
250 beds, less than 350 beds	3,186.54	3,306.04
350 beds, less than 450 beds	3,356.54	3,482.41
450 beds, less than 750 beds	3,529.64	3,662.00
750 beds and over	3,727.84	3,867.63

Table 2 - Other Rates and Allowances

Item No.	Brief Description	Clause No.	1/9/2023	1/09/2024	Period
1	In Charge of Nursing Home	9(i)(a)			
	(a) less than 100 beds		32.95	34.19	per shift
	(b) 100 beds and less than 150 beds		53.03	55.02	per shift
2	In Charge of ward/unit	9(i)(b)	32.95	34.19	per shift
3	On Call	9(ii)(a)	29.35	30.45	per 24 hours or part thereof
4	On Call on rostered days off	9(ii)(b)	58.69	60.89	per 24 hours or part thereof
5	On Call During Meal Break	9(ii)(c)	15.88	16.48	per shift
6	Travelling Allowance	9(ii)(d)	0.91	0.94	per km
7	Climatic Allowance	11(i)	6.08	6.31	per week
8	Isolation Allowance	11(ii)	11.77	12.21	per week
9	Expense Allowance for DON's	13			
	less 100 beds		330.46	342.85	per annum
	100 - 299 beds		659.53	684.26	per annum
	300 - 499 beds		990.01	1,027.14	per annum
	over 500 beds		1320.91	1,370.44	per annum
10	Uniforms	16(iii)(a)	8.86	9.19	per week
11	Shoes	16(iii)(a)	2.74	2.84	per week
12	Cardigan or Jacket	16(iii)(b)	2.66	2.76	per week
13	Stockings	16(iii)(c)	4.61	4.78	per week
14	Socks	16(iii)(d)	0.92	0.95	per week
15	Laundry	16(iv)	7.41	7.69	per week
16	Meal on Overtime	18(vi)	13.05	13.54	per week
17	Breakfast	29(i)(c)	4.89	5.07	per week
18	Other Meals	29(i)(c)	8.85	9.18	per week

Table 3- Continuing Education Allowances

Item No.	Brief Description	Clause No.	1/9/2023	1/9/2024	Period
1	RN - Post Graduate Certificate	10(vii)	27.64	28.68	per week
2	RN - Post Grad Diploma/Degree	10(viii)	46.04	47.77	per week
3	RN - Masters/Doctorate	10(ix)	55.28	57.32	per week
4	EN - Cert IV	10(x)	18.43	19.12	per week

Table 4 - Monetary Rate for Assistant in Nursing Trainees

Highest Year of Schooling Completed	FFPPOA 1/9/2023	FFPPOA 1/9/2024
Skill Level A - Year 10		
School Leaver	\$392.68	\$407.41
1 year out of school	\$432.73	\$448.96
2 years out of school	\$519.67	\$539.16
3 years out of school	\$604.95	\$627.64
4 years out of school	\$703.07	\$729.44
5 years out of school	\$803.50	\$833.63

Highest Year of Schooling Completed		
Skill Level A - Year 11		
School Leaver	\$432.83	\$449.06
1 year out of school	\$519.67	\$539.16
2 years out of school	\$604.95	\$627.64
3 years out of school	\$703.07	\$729.44
4 years out of school	\$803.62	\$833.76
5 years out of school	\$803.62	\$833.76
Highest Year of Schooling Completed		
Skill Level A - Year 12		
School Leaver	\$519.67	\$539.16
1 year out of school	\$604.95	\$627.64
2 years out of school	\$703.17	\$729.54
3 years out of school	\$803.29	\$833.41
4 years out of school	\$803.29	\$833.41
5 years out of school	\$803.29	\$833.41

Table 5 - Monetary Rates for School Based Traineeships

Year of Schooling - Year 11	FFPPOA 1/9/2023	FFPPOA 1/9/2024
Skill Level 1	\$377.42	\$391.57
Year of Schooling - Year 12		
Skill Level 1	\$432.83	\$449.06

Table 6 - Wages - School Based Traineeships

Year of Schooling - Year 11	FFPPOA 1/9/2023	FFPPOA 1/9/2024
Skill Levels A, B, C	\$262.27	\$272.11
Year of Schooling - Year 12		
Skill Levels A, B, C	\$287.15	\$297.92

2. This variation shall take effect from the beginning of the first full pay period to commence on or after 1 September 2024.

I. TAYLOR J., *President*
D. CHIN J., *Vice President*
J. PAINGAKULAM J., *Deputy President*
N. CONSTANT, *Senior Commissioner*
J. MCDONALD, *Commissioner*

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**CROWN EMPLOYEES (FIRE AND RESCUE NSW RETAINED
FIREFIGHTING STAFF) AWARD 2023**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 466506 of 2024)

Before Commissioner McDonald

15 January 2025

VARIATION

1. Delete Schedule 1 – Rates of Pay of the award published 10 November 2025 (395 I.G. 881) and insert in lieu thereof the following:

SCHEDULE 1 – PAY RATES & ALLOWANCES

Table 1 – Retainers

Clause	Retainers per fortnight	Retainer Level	Code	26 February 2024 \$
	Firefighters (all)	Base	A	80.63
		50%	B	161.26
		75%	C	241.89
		100%	D	322.52
	Deputy Captains (all)	Base	E	134.39
		50%	F	179.19
		75%	G	268.78
		100%	H	358.37
	Captains (all)	Base	I	150.52
		50%	J	200.69
		75%	K	301.04
		100%	L	401.38

Table 2 – Rates of Pay

Clause	Description		Code	26 February 2024 \$
	Recruit Firefighter	1st hour	M	34.14
		Each further ½ hour or part	N	17.07
	Firefighter	1st hour	O	38.41
		Each further ½ hour or part	P	19.20
	CFR Firefighter	1st hour	Q	41.09
		Each further ½ hour or part	R	20.55
	Deputy Captain	1st hour	S	42.67
		Each further ½ hour or part	T	21.34
	CFR Deputy Captain	1st hour	U	45.66
		Each further ½ hour or part	V	22.83
	Captain	1st hour	W	47.79

	CFR Captain	Each further ½ hour or part	X	23.90
		1st hour	Y	51.14
		Each further ½ hour or part	Z	25.57
	Relief Duties, all ranks	1st three hours	RD3	214.58
		Each further hour	RDH	85.85
	Royal Easter Show	Firefighters (all) per hour	RASF	59.40
		Deputy Captains (all) per hour	RASDC	63.67
		Captains (all) per hour	RASC	68.79
	ComSafe Duties	Per Hour	COMS	91.10

Table 3 – Allowances

Item	Clause	Description	Unit	26 February 2024 \$	1 July 2024
1		RTAAS Allowance	Per Fortnight	18.05	
2		KM Allowance	Per Kilometre	1.46	
3		Meal Allowance (MA)	Per meal	36.72	37.65
4		Refreshment Allowance (RA)	Per meal	18.39	18.83
12		Court Attendance Stand-By Rate - Periods of less than 24-hours - Periods of 24 hours	\$	18.42 27.61	

Table 4 – Travelling Compensation Allowances

Item No.	Clause No.	Description	Unit	On and from 1 July 2024	
1		Breakfast	Per meal	## \$33.90	^^ \$30.35
2		Lunch	Per meal	## \$38.10	^^ \$34.65
3		Dinner	Per meal	## \$64.95	^^ \$59.75
4		Accommodation first 35 days (includes all meals) - Capital Cities	Per day	\$358.90 Sydney \$318.90 Adelaide \$341.90 Brisbane \$338.90 Canberra \$380.90 Darwin \$336.90 Hobart \$333.90 Melbourne \$340.90 Perth	

		- High Cost Country Centres		\$326.90 Armidale \$344.90 Bourke \$321.90 Broken Hill \$330.90 Dubbo \$325.90 Goulburn \$321.90 Gosford \$329.90 Grafton \$319.90 Griffith \$327.90 Gunnedah \$323.90 Lismore \$347.90 Maitland \$348.90 Mudgee \$317.90 Muswellbrook \$355.90 Newcastle \$363.90 Norfolk Island \$328.90 Nowra \$362.90 Orange \$350.90 Port Macquarie \$337.90 Wagga Wagga \$341.90 Wollongong
		- Tier 2 Country Centres		\$303.70 Albury \$303.70 Bathurst \$303.70 Bega \$303.70 Cobar \$303.70 Coffs Harbour \$303.70 Cooma \$303.70 Cowra \$303.70 Inverell \$303.70 Narrabri \$303.70 Queanbeyan \$303.70 Tamworth \$303.70 Taree \$303.70 Tumut
		- Other Country Centres		\$289.70
5		Actual Necessary Expenses - all locations	Per day	\$23.95
6		Accommodation – after first 35 days and up to 6 mths	Per day	50% of the appropriate location rate
7		Incidental Expenses	Per day	\$23.95

Legend:

Effective Dates are with effect from the first pay period to commence on or after the date.

= Capital Cities & High Cost Country Centres.

^^ = Tier 2 Country Centres & Other Country Centres.

J. McDONALD, *Commissioner*

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CROWN EMPLOYEES (SHERIFF'S OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary

(No. IRC 415813 of 2024)

Before President Taylor

08 November 2024

VARIATION

1. In the arrangement of the award published 10 September 2021 (390 I.G. 372), insert the following new clause:

14. No Extra Claims

2. Delete clause 4, Salary and insert in lieu the following:

Salaries payable to officers under this award are set by the Crown Employees (Public Sector - Salaries 2024) Award or any replacement award. They are reproduced at Table 1 - Salaries, of Part B, Monetary Rates of this award.

The salaries prescribed in Table 1 - Salaries, of Part B, Monetary Rates of this award reflect an agreement between the parties and include:

a 3% increase to salaries payable with effect from the first full pay period to commence on or after 1 July 2024, 1 July 2025 and 1 July 2026.

3. Delete clause 13, Area Incidence and Duration and insert in lieu the following:

13. Area Incidence and Duration

- (i) This award will apply to Sheriff's Officers of the Department of Communities and Justice (Courts, Tribunals and Service Delivery).
 - (ii) The changes made to the award pursuant to section 17 of the *Industrial Relations Act 1996* take effect on and from the first full pay period on or after 1 July 2024 and will expire on 30 June 2027.
 - (iii) This award remains in force until varied or rescinded, the period for which it was made having already expired.
4. Insert the following new clause 14, No Extra Claims, after clause 13, Area Incidence and Duration.

14. No Extra Claims

- (i) Other than as provided for in the *Industrial Relations Act 1996*, there will 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 the nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties.
- (ii) This clause does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements in the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if

agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

5. Delete Part B, Monetary Rates, of the award and insert in lieu the following:

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 2022) Award and all variations thereof, effective from the beginning of the first pay period to commence on or after 1 July 2024.

Position	1 July 2023 Per annum 4% \$	New Classification Uplift 1 July 2024 \$	1 July 2024 Per annum 3% \$	1 July 2025 Per annum 3% \$	1 July 2026 Per annum 3% \$
Chief Superintendent					
Year 2	124,258	133,183	137,178	141,293	145,532
Year 1	120,859	129,331	133,211	137,207	141,323
Superintendent					
Year 2	109,194	124,258	127,986	131,826	135,781
Year 1	106,025	120,859	124,485	128,220	132,067
Chief Inspector					
Year 2	102,941	117,363	120,884	124,511	128,246
Year 1	100,011	113,746	117,158	120,673	124,293
Inspector					
Year 2	96,237	109,194	112,470	115,844	119,319
Year 1	93,295	106,025	109,206	112,482	115,856
Senior Sergeant	86,539	103,863	106,979	110,188	113,494
Sergeant					
Year 4	86,539	102,941	106,029	109,210	112,486
Year 3	83,957	100,011	103,011	106,101	109,284
Year 2	81,416	96,237	99,124	102,098	105,161
Year 1	79,032	93,295	96,094	98,977	101,946
Sheriff's officer					
Year 4	76,857	86,539	89,135	91,809	94,563
Year 3	74,803	83,957	86,476	89,070	91,742
Year 2	72,772	81,416	83,858	86,374	88,965
Year 1	70,694	79,032	81,403	83,845	86,360
Probationary Sheriff's officer	64,619	76,857	79,163	81,538	83,984

Table 2 - Meal Allowance

Capital cities and the following country centres:

Maitland
Newcastle
Port Macquarie
Wagga Wagga
Wollongong

	1 July 2024	1 July 2025	1 July 2026
Breakfast	\$ 33.90	As per ATO	As per ATO
Lunch	\$ 38.10	As per ATO	As per ATO
Dinner	\$ 64.95	As per ATO	As per ATO

All other NSW Country Centres

	1 July 2024	1 July 2025	1 July 2026
Breakfast	\$ 30.35	As per ATO	As per ATO
Lunch	\$ 34.65	As per ATO	As per ATO
Dinner	\$ 59.75	As per ATO	As per ATO

6. This variation shall take effect from the first full pay period commencing on or after 1 July 2024.

I. TAYLOR *J, President.*

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ROADS AND MARITIME CONSOLIDATED SALARIED AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Secretary

(No. IRC 470864 of 2024)

Before Vice President Chin

19 December 2024

VARIATION

1. Delete subclause 3.2 of clause 3, Area, Incidence and Duration, of the award published 22 May 2025 and reprinted 15 December 2025 (396 I.G. 1) and insert in lieu thereof the following:

- 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) Australian Services Union of N.S.W. (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 Seamen's Union of Australia, New South Wales Branch (MUA).

2. Delete the sentence "This Award comes into effect on 1 July 2019 and will remain in force until 30 June 2022" in subclause 3.3 of clause 3, and insert in thereof the following:

This Award as varied comes into effect on 1 July 2024.

3. Delete clause 4, No Extra Claims, and insert in lieu thereof the following:

4. No Extra Claims

- 4.1 The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act* 1996, there will 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 the 30 June 2027 unilaterally made by a party to this Award unless otherwise agreed by the parties.
- 4.2 This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to 30 June 2027.

- 4.3 This clause does not prevent the parties from seeking the assistance of the Industrial Relations Commission of New South Wales in accordance with clause 5.8 and clauses 8 and 9 of the Memorandum of Understanding between the parties entered into in December 2024.
4. Substitute the words “clause 0” with the words “clause 7.6”. in subclause 7.4 of clause 7, Consultation and Significant Workplace Change.
5. Substitute the words “clause 0” with the words “clause 7.5” in paragraph 7.6(a) of clause 7, Consultation and Significant Workplace Change.
6. Delete clause 12, Negotiation of Next Award, and insert in lieu thereof the following:

12. Negotiation of Next Award

- 12.1 The parties agree to begin negotiations for the next Award no later than six months prior to 30 June 2027.
7. Delete subclause 18.6 of clause 18, Classifications and Rates of Pay, and insert in lieu thereof the following:

- 18.6 Salary and allowance adjustments provided for in this Award are as follows:

- (a) salaries will increase by:
 - (i) 4.0% from the first pay period commencing on or after 1 July 2024;
 - (ii) 3.0% from the first pay period commencing on or after 1 July 2025;
 - (iii) 3.0% from the first pay period to commence on or after 1 July 2026;
- (b) allowance items 13, 19(a), 26 and 27 will be increased in accordance with sub-clause 18.6(a), rounded to the nearest dollar; allowance item 19(b) will be increased in accordance with sub-clause 18.6(a), rounded to the nearest cent.
- (c) allowance items 1-6, 11-12, 15-18, 20, 24 and 25 will be increased in accordance with variations made via the Premier’s Department Circular and Schedule B amended as required.
- (d) allowance items 7-10 and 14 will be increased in accordance with the Crown Employees (Transferred Employees Compensation) Award.
- (e) 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.
- (f) allowance item 23 will be adjusted annually on 1 July, as determined by the Employer.

8. Delete subclause 18.7 of clause 18, Classifications and Rates of Pay, and insert in lieu thereof the following:

- 18.6 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 automatically 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 and is deferred by the manager prior to the increment date.

- (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.
9. Substitute the words s"68D(2) of the TA Act" with the words "s.68D(2) of the Act". in paragraph 18.8(a) of clause 18, Classifications and Rates of Pay.
 10. Substitute the words "clause 0" with the words "clause 32.5". in paragraph 32.7(c) of clause 32, Breastfeeding Breaks.
 11. Substitute the words "clause 0" with the words "clause 39.5", in subparagraph 39.3(a)(i) of clause 39, Leave for Matters Arising from Domestic and Family Violence.
 12. Substitute the words "clause 0" with the words "clause 39.6", in subparagraph 39.3(a)(iv) of clause 39, Leave for Matters Arising from Domestic and Family Violence.
 13. Delete Parts 1, 2 and 3 of Schedule A - Classification Structure and Rates of Pay, and insert in lieu thereof the following:

PART 1 - SALARIED EMPLOYEE CLASSIFICATIONS (INCLUDING COMPLIANCE OPERATIONS INSPECTORS)

Table 1: Salaried Employee Classifications (including Compliance Operations Inspectors)

Unified Salary Scale Grades	From the first full pay period on or after 1 July 2023 Per annum \$	4.0% increase from the first full pay period on or after 1 July 2024 Per annum \$	3.0% increase from the first full pay period on or after 1-Jul-2025 Per annum \$	3.0% increase from the first full pay period on or after 1 July 2026 Per annum \$
Grade 1	45,089 49,454 56,535	46,893 51,432 58,796	48,300 52,975 60,560	49,749 54,564 62,377
Grade 2	59,627 62,332 64,652	62,012 64,825 67,238	63,872 66,770 69,255	65,788 68,773 71,333
Grade 3	68,649 71,864 75,213	71,395 74,739 78,222	73,537 76,981 80,569	75,743 79,290 82,986
Grade 4	77,506 80,547 83,717	80,606 83,769 87,066	83,024 86,282 89,678	85,515 88,870 92,368
Grade 5	86,594 89,392 91,002	90,058 92,968 94,642	92,760 95,757 97,481	95,543 98,630 100,405
Grade 6	93,002 95,825 98,958	96,722 99,658 102,916	99,624 102,648 106,003	102,613 105,727 109,183
Grade 7	101,112 104,681 106,711	105,156 108,868 110,979	108,311 112,134 114,308	111,560 115,498 117,737
Grade 8	111,090 115,599 119,209	115,534 120,223 123,977	119,000 123,830 127,696	122,570 127,545 131,527

Grade 9	124,694	129,682	133,572	137,579
	128,275	133,406	137,408	141,530
	134,049	139,411	143,593	147,901
Grade 10	137,434	142,931	147,219	151,636
	142,851	148,565	153,022	157,613
	150,192	156,200	160,886	165,713
Grade 11	154,832	161,025	165,856	170,832
	161,570	168,033	173,074	178,266
	165,208	171,816	176,970	182,279
Grade 12	174,876	181,871	187,327	192,947
	179,981	187,180	192,795	198,579
	186,269	193,720	199,532	205,518
Grade 13	191,828	199,501	205,486	211,651
	196,798	204,670	210,810	217,134
	206,231	214,480	220,914	227,541

PART 2 - PROFESSIONAL ENGINEERS

Table 2 - Professional Engineers

Engineering Scale	Year	From the first full pay period on or after 1 July 2023 Per annum \$	4.0% increase from the first full pay period on or after 1 July 2024 Per annum \$	3.0% increase from the first full pay period on or after 1 July 2025 Per annum \$	3.0% increase from the first full pay period on or after 1 July 2026 Per annum \$
Cadet Engineer Level 1	-	47,812	49,724	51,216	52,752
Cadet Engineer Level 2	-	50,574	52,597	54,175	55,800
Cadet Engineer Level 3	-	53,657	55,803	57,477	59,201
Cadet Engineer Level 4	-	57,047	59,329	61,109	62,942
Cadet Engineer Level 5	-	61,454	63,912	65,829	67,804
Cadet Engineer Level 6	-	62,086	64,569	66,506	68,501
GRAD Program	1	87,758	91,268	94,006	96,826
Engineer	2	90,598	94,222	97,049	99,960
	3	92,229	95,918	98,796	101,760
Engineer Level 1	1	102,477	106,576	109,773	113,066
	2	106,096	110,340	113,650	117,060
	3	108,153	112,479	115,853	119,329
	4	112,592	117,096	120,609	124,227
	5	117,157	121,843	125,498	129,263
	6	120,819	125,652	129,422	133,305
Engineer Level 2	1	126,375	131,430	135,373	139,434
	2	130,007	135,207	139,263	143,441
	3	135,857	141,291	145,530	149,896
Engineer Level 3	1	139,285	144,856	149,202	153,678
	2	144,778	150,569	155,086	159,739
	3	152,216	158,305	163,054	167,946
Engineer Level 4	1	156,922	163,199	168,095	173,138
	2	163,749	170,299	175,408	180,670
	3	167,435	174,132	179,356	184,737
Engineer Level 5	1	177,232	184,321	189,851	195,547
	2	182,410	189,706	195,397	201,259
	3	188,786	196,337	202,227	208,294
Engineer Level 6	1	194,420	202,197	208,263	214,511
	2	199,456	207,434	213,657	220,067
	3	209,014	217,375	223,896	230,613

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 Employees assigned to work on a common project.

Engineer Level 2

Classification Level definition

Following development through Level 1, a Professional Engineer 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 Employees.

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 the Employer 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 Employees, or exercises authority and technical control over a group of professional Employees, 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 Employees.

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 Employees, and initiates training, performance management and decisions on remuneration of all Employees under direction.

PART 3 - MARITIME EMPLOYEE CLASSIFICATIONS

Table 3: Maritime Employee Classifications

Level	From the first full pay period on or after 1 July 2023 Per annum \$	4.0% increase from the first full pay period on or after 1 July 2024 Per annum \$	3.0% increase from the first full pay period on or after 1 July 2025 Per annum \$	3.0% increase from the first full pay period on or after 1 July 2026 Per annum \$
1	57,038	59,320	61,100	62,933
2	62,416	64,913	66,860	68,866
3	72,467	75,366	77,627	79,956
4	75,884	78,919	81,287	83,726
5	81,592	84,856	87,402	90,024
6	85,442	88,860	91,526	94,272
7	91,855	95,529	98,395	101,347
8	96,184	100,031	103,032	106,123
9	103,403	107,539	110,765	114,088
10	108,281	112,612	115,990	119,470
11	116,406	121,062	124,694	128,435
12	121,891	126,767	130,570	134,487

Level	From the first full pay period on or after 1 July 2023 Per annum \$	4.0% increase from the first full pay period on or after 1 July 2024 Per annum \$	3.0% increase from the first full pay period on or after 1 July 2025 Per annum \$	3.0% increase from the first full pay period on or after 1 July 2026 Per annum \$
13	131,034	136,275	140,363	144,574
14	137,196	142,684	146,965	151,374
15	147,482	153,381	157,982	162,721
16	154,425	160,602	165,420	170,383
17	165,988	172,628	177,807	183,141
5A	105,760	109,990	113,290	116,689
7A	116,027	120,668	124,288	128,017
7AA	112,648	117,154	120,669	124,289
9A	123,977	128,936	132,804	136,788
10A	132,452	137,750	141,883	146,139
10AA	132,791	138,103	142,246	146,513
11A	140,577	146,200	150,586	155,104
12A	146,061	151,903	156,460	161,154
13A	145,721	151,550	156,097	160,780
13B	153,495	159,635	164,424	169,357
14A	161,368	167,823	172,858	178,044
15A	171,651	178,517	183,873	189,389
15AA	172,543	179,445	184,828	190,373
16A	179,486	186,665	192,265	198,033
16AA	179,486	186,665	192,265	198,033
17A	184,213	191,582	197,329	203,249
17AA	191,048	198,690	204,651	210,791

*Applies to the following operational positions

Table 4: Operational Positions

Principal Manager	MA17AA
Manager DCV Safety	MA17A
Manager, Maritime Investigations	MA17A
Manager, Wharf Safety & Grants	MA17A
Manager, Operations (various)	MA16AA
Senior Manager Projects	MA16A
Team Leader Technical and Environmental Compliance	MA15A
Team Leader Standards and Industry	MA15A
Technical Compliance Officer	MA14A
Vessel Standards and Liaison Officer	MA14A
Senior Maritime Investigations Officer	MA14A
Seafarer Standards and Liaison Officer	MA13A
Senior Boating Safety Officer	MA13B
Boating Safety Officer	Entry Level Intermediate Fully Competent
Team Leader, Maritime Environmental Services	MA10AA
Maritime Environmental Services Officer	MA7AA
Boating Education Officer	MA5A

14. Delete Table 6 of Schedule B - Allowances and Expenses, and insert in lieu thereof the following:

Table 6:

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2023 Amount \$		From the first full pay period on or after 1 July 2024 Amount \$		From the first full pay period on or after 1 July 2025 Amount \$		From the first full pay period on or after 1 July 2026 Amount \$	
1	21.2.1(b)	Meal Allowance while Travelling Capital Cities & High Cost Country Centres (refer to (5) below)	Per meal		Per meal		Per meal		Per meal	
		Breakfast	32.10		33.90		*		*	
		Lunch	36.10		38.10		*		*	
		Evening Meal	61.50		64.95		*		*	
		‘Tier 2’ Country Centres & Elsewhere (refer to (5) below)								
		Breakfast	28.75		30.35		*		*	
		Lunch	32.80		34.65		*		*	
		Evening Meal	56.60		59.75		*		*	
2	25.4	Meal Allowance on Overtime	Per meal		Per meal		Per meal		Per Meal	
		Breakfast	35.65		37.65		*		*	
		Lunch	35.65		37.65		*		*	
		Evening Meal	35.65		37.65		*		*	
3	21.3	Lodgings Location	Per Day	Per Hour	Per Day	Per Hour	Per Day	Per Hour	Per day	Per Hour
		Capital Cities	\$	\$	\$	\$	\$	\$	\$	\$
		Sydney	350.70	358.90	*	*	*	*	*	*
		Adelaide	310.70	318.90	*	*	*	*	*	*
		Brisbane	333.70	341.90	*	*	*	*	*	*
		Canberra	330.70	338.90	*	*	*	*	*	*
		Darwin	372.70	380.90	*	*	*	*	*	*
		Hobart	328.70	336.90	*	*	*	*	*	*
		Melbourne	325.70	333.90	*	*	*	*	*	*
		Perth	350.70	340.90	*	*	*	*	*	*
		High Cost Country Centres (NSW)								
		Bathurst	296.15	303.70	*	*	*	*	*	*
		Broken Hill	313.70	321.90	*	*	*	*	*	*

		Gold Coast (QLD)	361.70	369.90	*	*	*	*	*	*
		Gosford	313.70	321.90	*	*	*	*	*	*
		Maitland	339.70	347.90	*	*	*	*	*	*
		Muswellbrook	309.70	317.90	*	*	*	*	*	*
		Newcastle	347.70	355.90	*	*	*	*	*	*
		Orange	354.70	362.90	*	*	*	*	*	*
		Queanbeyan	296.15	303.70	*	*	*	*	*	*
		Wagga Wagga	329.70	337.90	*	*	*	*	*	*
		Wollongong	333.70	341.90	*	*	*	*	*	*
		Port Macquarie	342.70	350.90	*	*	*	*	*	*
		‘Tier 2’ Country Centres (NSW)								
		Dubbo	322.70	330.90	*	*	*	*	*	*
		Goulburn	296.15	325.90	*	*	*	*	*	*
		All other Country Centres (NSW)	282.15	289.70	*	*	*	*	*	*
		‘Elsewhere’		*	*	*	*	*	*	*
4	21.3	Incidentals allowance (all locations)	23.00 per day		23.95 per day		* per day		* per day	
5	21.5.2(b)	Amount for incidentals deducted from actual/reasonable expenses	23.00 per week		23.95 per week		* per week		* per week	
6	21.5.2(b)	Maximum allowance for Employee separated from dependent	254 per week		* per week		* per week		* per week	
7(a)	21.5.9(a)	(i) Allowance for removal of furniture-value of Furniture	7037.00		~		~		~	
7(b)		(ii) If value above amount in (i) Employees receive -	1126.00		~		~		~	
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	21.5.4(c)	Max purchase price of home on which reimbursement of expenses is based	520000.00		~		~		~	
9	21.5.7(b)	Rental Subsidy - Max amount of allowance to offset increased accommodation costs	51		~		~		~	
10(a)	21.5.8(a)	Parents to pay first	27 per week		~ per week		~ per week		~ per week	
10(b)		The Employer pays up to a maximum of	56 per week		~ per week		~ per week		~ per week	
11	21.6	Remote areas allowance (with dependents) Grade A	2437		2530		*		*	

		Grade B	3233	3356	*	*
		Grade C	4317	4481	*	*
		Remote areas allowance (without dependents)				
		Grade A	1702	1767	*	*
		Grade B	2190	2273	*	*
		Grade C	3024	3139	*	*
12(a)	21.7	Fares subsidy for climatic area - actual cost less or		92.40	*	*
12(b)		Maximum amount for Employee with spouse/dependents; or		417.75	*	*
12(c)		Maximum amount for Employee without spouse/Dependents		206.30	*	*
13	21.9	Sydney Harbour Bridge Allowance for Works Supervisors (100%)	10229 per annum	10638 per annum	10957 per annum	11286 per annum
14	21.5.9(g)	Maximum value of furniture and effects on which risk insurance is paid	38000	~	~	~
15	21.8	First Aid - Holders of St John's Ambulance Certificate or equivalent qualifications	1018per annum	1059 per annum	* per annum	* per annum
16	21.8	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	1529 per annum	1590 per annum	* per annum	* per annum
17	21.4.2(b)	Use of Private Motor Vehicles on				
	21.5.10(c)	Official Business – Official Business Rate:	0.85per km	0.88 per km	*per km	*per km
18	21.3.3(b) 21.4.2(b) 21.5.6(c) 21.7(e)	Use of Private Motor Vehicles on Official Business – Specified Journey Rate:	0.34 per km	0.35	*	*
19(a)	21.11 69.1	On call allowance (payable to RMS Salaried Employees other than Maritime Employees)	92 per day (Mon – Fri) 136 per day (Sat, Sun & P. Hol)	96 per day (Mon – Fri) 141 per day (Sat, Sun & P. Hol)	99 per day (Mon – Fri) 145 per day (Sat, Sun & P. Hol)	102 per day (Mon – Fri) 149 per day (Sat, Sun & P. Hol)
19(b)		On call allowance (payable to Maritime Employees)	1.13 per hour	1.18 per hour	1.22 per hour	1.26 per hour

20	21.5.2(b)	Temporary accommodation beyond first 8 weeks: Actual and reasonable out of pocket expenses for board and lodging less the amount for incidentals	*	*	*	*
21	69.2	Assistance with Child Care fees per child (for Maritime Employees)	373.82 per annum	388.03 per annum	^ per annum	^ per annum
22	69.3	Assistance with gym fees based on proof of attendance (for Maritime Employees)	373.82 per annum	388.03 per annum	^ per annum	^ per annum
23	69.4	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	10263 per annum	10673	10993	11323
24	21.3.1(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.	49.11 per day	52.85 per day	* per day	*per day
25	21.10(a)	Uniform maintenance allowance - applies to designated RMS Salaried Employees other than Maritime Employees.	8 per week	8 per week	8 per week	8 per week
26	47.2	Incident co- ordination allowance - applies to Manager - Field Operations & Services and Field Traffic Managers.	46.00 (Mon – Fri) 68 per day (Sat, Sun & P. Hol)	48.00 (Mon - Fri) 71.00 per day (Sat, Sun & P. Hol)	49.00 (Mon - Fri) 73.00 (Sat, Sun & P. Hol)	50.00 (Mon – Fri) 75.00 per day (Sat, Sun & P. Hol)
27	47.7	Incident management allowance - applies to Traffic Commanders (based on grade) and level of Employee	1118 per fortnight to 1213 per fortnight	1163 per fortnight to 1262 per fortnight	1198 per fortnight to 1300 per fortnight	1234 per fortnight to 1339 per fortnight

15. This variation shall take effect from the first full pay period commencing on or after 1 July 2024.

D. CHIN *J, Vice President.*

SERIAL C9941

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA25/01 - New South Wales Institute of Sport Enterprise Agreement 2025-2027
Made Between: New South Wales Institute of Sport -&- New South Wales Institute of Sport Consultative Committee representing the employees.
New/Variation: Replaces EA23/02
Approval and Commencement Date: Approved 10 March 2025 and commenced 1 January 2025
Description of Employees: The agreement applies to all staff except for Senior Executives, as defined by the <i>Government Sector Employment Act 2013</i> , employed by the New South Wales Institute of Sport located at Level 1, 6B Figtree Drive, Sydney Olympic Park NSW 2127.
Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.