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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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GOLDENFIELDS WATER COUNTY COUNCIL ENTERPRISE AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government NSW, Industrial Organisation of Employers.

(Case No. 444227 of 2023)

Before Commissioner Sloan

12 December 2023

PART A

AWARD

1. Arrangement

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ALLOWANCES PER WEEK

2. Statement of Intent

2.1 Scope

It is the intention of the parties that the Goldenfields Water County Council Enterprise Award 2020 ("Award") shall apply to all employees of Goldenfields Water County Council, save and except for employees designated as "senior staff" pursuant to the *Local Government Act 1993* (NSW) or its replacement legislation.

2.2 Coverage and Parties

This Award shall apply to all current and future employees of Goldenfields Water, save and except for employees designated as "senior staff" pursuant to the *Local Government Act 1993* (NSW).

The parties to this Award are the Local Government NSW; Goldenfields Water County Council; the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union; and the Electrical Trades Union (N.S.W.) of Australia; and the Local Government Engineers Association.

3. Area, Incidence and Duration

3.1 Applicability

This Award shall apply to Goldenfields Water County Council ("Council") and all employees, save and except for employees designated as "senior staff" pursuant to the *Local Government Act 1993* (NSW).

3.2 Rescission of 2020 Award

This Award rescinds and replaces the Goldenfields Water County Council Enterprise Award 2020.

3.3 Nominal term

This agreement operates from the first full pay period on or after 1 July 2023 and will remain in force until the commencement of the first pay period on or after 30 June 2026

3.4 Negotiation for replacement

The parties agree to commence negotiations for a replacement Enterprise Award no later than twelve (12) months prior to the nominal expiry date of this Award.

4. Agreed Objectives

4.1 The agreed objectives of this Award are:

4.1.1 The parties to this Award are committed to co-operating positively to increase the structural efficiency of Council and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

- 4.1.1.1 Improve skill levels and establish skill-related career paths;
- 4.1.1.2 Eliminate impediments to multi-skilling;

- 4.1.1.3 Broaden the range of tasks which a worker may be required to perform;
 - 4.1.1.4 Achieve greater flexibility in workplace practices;
 - 4.1.1.5 Eliminate discrimination and sexual harassment;
 - 4.1.1.6 Eliminate harassment and bullying;
 - 4.1.1.7 Establish rates of pay and conditions that are fair and equitable;
 - 4.1.1.8 Work reasonable hours;
 - 4.1.1.9 Ensure flexibility for work and family responsibilities; and
 - 4.1.1.10 Ensure the delivery of quality services to the community and continuous improvement.
- 4.1.2 Co-operation between Council and Employees to achieve:
- 4.1.2.1 Management Plan objectives and strategies;
 - 4.1.2.2 Improved productivity, including taking action to reduce water wastage and ensuring pump power usage efficiency;
 - 4.1.2.3 Early fault detection and efficient repair methods;
 - 4.1.2.4 Ensuring Customer Relations and Level of Service strategies are met by delivering high quality attention and action in service to customers;
 - 4.1.2.5 Action to reduce operating and maintenance costs; and
 - 4.1.2.6 Act responsibly in respect to environmental matters.

5. Anti-Discrimination

- 5.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes without limitation discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 5.2 The parties have obligations pursuant to the dispute procedure prescribed by this Award to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 5.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 5.4 Nothing in this clause is to be taken to affect:
- 5.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 5.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
 - 5.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);

- 5.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 5.6 Notes
- 5.6.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 5.6.2 Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

6. Definitions

- 6.1 Association
- "Association" means Local Government NSW.
- 6.2 Competency based training
- "Competency based training" refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- 6.3 Complying superannuation fund
- "Complying superannuation fund" has the same meaning as in the Superannuation Industry (Supervision) Act 1993 (Cth).
- 6.4 Council
- "Council" means Goldenfields Water County Council. This definition shall be read subject to allocation of responsibilities as specified in the *Local Government Act 1993* (NSW).
- 6.5 Days
- Unless otherwise specified, any reference to "days" shall mean calendar days.
- 6.6 Goldenfields Award
- "Goldenfields Water County Council Enterprise Award 2023" as may be varied and/or replaced from time to time.
- 6.7 Ordinary Pay
- 6.7.1 Ordinary Pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following penalties and allowances where they are regularly received,
- 6.7.1.1 Saturday, Sunday, and shift penalties
- 6.7.1.2 Disability allowances
- 6.7.1.3 Tool allowances
- 6.7.1.4 On call allowance

6.7.1.5 First aid allowance

6.7.1.6 Community language and signing work allowances.

Provided that subject to the exclusions below and at clauses 12.2 and 23.3.5, an employee's ordinary pay during periods of paid leave under this Award shall not be more or less than what the employee would have received had the employee not been on paid leave.

6.7.2 The following allowances shall be excluded from the composition of ordinary pay:

6.7.2.1 Overtime payments

6.7.2.2 Camping allowance

6.7.2.3 Travelling allowances

6.7.2.4 Car allowances

6.7.2.5 Meal allowances

6.7.2.6 Living Away From Home Allowance (LAFHA)

6.8 Seven day a week rotating roster system

"Seven day a week rotating roster system" means a work roster system in which the employee is regularly required to work:

6.8.1 Ordinary hours on each of the seven calendar days of the week; and

6.8.2 Ordinary hours on at least one Saturday and one Sunday in every four, or in the case of a seasonal worker an average of at least twelve Saturdays and twelve Sundays during a twelve-month period; and

6.8.3 On Public Holidays; and

6.8.4 At different agreed commencement times during the roster period (i.e. different shifts)

Provided that where, prior to the commencement of this Award, an employee regularly worked according to a roster system that Council regarded as a seven day a week rotating roster system, and the employee continues to work according to the same roster system, the roster system shall be deemed to be a seven day a week rotating roster system for that employee.

6.9 Superannuation contributions

"Superannuation contributions" means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the *Superannuation Guarantee (Administration) Act 1992* (Cth), and any additional superannuation contributions made by way of salary sacrifice.

6.10 Union

"Union" means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU); Australian Manufacturing Workers' Union, Electrical Trades Union (N.S.W.) of Australia and the Local Government Engineers Association.

7. Skill Descriptors

The Award structure consists of skill based bands and levels that are defined according to the following skill descriptors:

7.1 Operational Band 1, Level 1

Authority and accountability: Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving: Judgement is limited and coordinated by other workers.

Specialist knowledge and skills: Specialist knowledge and skills are obtained through on-the-job training and Council-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

Management skills: Not required.

Interpersonal skills: Limited to communications with other staff and possibly, with the public.

Qualifications and experience: Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work / skills experience is desirable.

7.2 Operational Band 1, Level 2

Authority and accountability: Responsible for completion of basic tasks with individual guidance or in a team.

Judgement and problem solving: Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills: Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

Management skills: Not required.

Interpersonal skills: Frequent communication with other staff and/or the public common but normally at a routine level.

Qualifications and experience: Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

7.3 Operational Band 1, Level 3

Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving: Judgement is required to follow predetermined procedures where a choice between more than two options are present.

Specialist knowledge and skills: Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.

Management skills: Some guidance/supervision may be required. May assist a co-ordinator / trainer with on-the-job training.

Interpersonal skills: Skills required for exchange of information on straightforward matters.

Qualifications and experience: Suitable experience or qualifications in a number of defined skill areas.

7.4 Operational Band 1, Level 4

Authority and accountability: Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

Judgement and problem solving: Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

Specialist knowledge and skills: The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

Management skills: Supervisory skills in the communication of instructions, training and the checking of work may be required.

Interpersonal skills: Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

Qualifications and Experience: Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

7.5 Administrative / Technical / Trades Band 2, Level 1

Authority and accountability: Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving: Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

Specialist knowledge and skills: Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management skills: Positions may require skills in the supervision or co-ordination of small groups.

Interpersonal skills: Communication skills to explain situations or advise others.

Qualifications and experience: Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

7.6 Administrative / Technical / Trades Band 2, Level 2

Authority and accountability: Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical / administrative skills.

Judgement and problem solving: Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.

Specialist knowledge and skills: Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

Management skills: May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

Interpersonal skills: In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

Qualifications and experience: Thorough working knowledge and experience of all work procedures for the application of technical / trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

7.7 Administrative / Technical / Trades Band 2, Level 3

Authority and accountability: May be responsible to provide a specialised / technical service and to complete work which has some elements of complexity. Make recommendations within Council and represent Council to the public or other organisations.

Judgement and problem solving: Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

Specialist knowledge and skills: Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management skills: May supervise groups of operational and / or other administrative / trades / technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

Interpersonal skills: Skills to communicate with subordinate staff and the public and/or negotiation / persuasive skills to resolve disputes with staff or the public.

Qualifications and experience: An advanced certificate, associate diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

7.8 Professional / Specialist Band 3, Level 1

Authority and accountability: Provides specialised / technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources within Council, and assistance is usually available from other professional / specialist staff in the work area.

Specialist knowledge and skills: Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

Management skills: Positions at this entry level to the Professional / Specialist Band are not required to possess management skills.

Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

Qualifications and experience: Professional / specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

7.9 Professional / Specialist Band 3, Level 2

Authority and accountability: Provides a specialised/technical service in the completion of work and / or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgement and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and / or determine progress.

Specialist knowledge and skills: Experience in the application of technical concepts and practices requiring additional training are required at this level.

Management skills: May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

Interpersonal skills: Interpersonal skills in leading and motivating staff in different teams / locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience: Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

7.10 Professional / Specialist Band 3, Level 3

Authority and accountability: Provides a professional advisory role to people within or outside Council. Such advice may commit Council and have significant impact upon external parties dealing with Council. The position may manage several major projects or sections within a department of Council.

Judgement and problem solving: Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

Specialist knowledge and skills: The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

Management skills: May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

Interpersonal skills: Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside Council and to liaise with external bodies.

Qualifications and experience: Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

7.11 Professional / Specialist Band 3, Level 4

Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to Council on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

Judgement and problem solving: Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or Council in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of Council or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management skills: Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

Qualifications and experience: Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

7.12 Executive Band 4

Authority and accountability: Accountable for the direction and control of Council or a department or the like. Influence and commit Council or a department or the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving: Positions solve problems through analytic reasoning and integration of wide-ranging and complex information and have a high level of independence in determining direction and approach to issues.

Specialist knowledge and skills: The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to Council.

Management skills: Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of Council or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to Council's clients.

Interpersonal skills: Positions use persuasive skills with external parties on major items of critical importance to Council. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of Council.

Qualifications and experience: Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

8. Rates of Pay

8.1 Salary System

Council will maintain the salary system to complement the skills-based structure and rates of pay of this Award. The Salary System is a schedule of this Award.

8.2 Weekly Rates

The actual weekly rates of pay applying to employees of Goldenfields Water County Council, save and except for employees designated as 'senior staff' pursuant to the Local Government Act 1993 (NSW) set out in Table 1 of Part B of this award (i.e. the rates applicable under Council's salary system) shall be increased as follows:

8.2.1 On the first full pay period commencing on or after 1st July 2023, Council will pay a one-off Cost of Living payment of \$2,500.00 plus increase wage rates and allowances by 4.5%.

8.2.2 On the first full pay period commencing on or after 1st July 2024, Council will pay a one-off Cost of Living payment of \$1,250.00 plus increase wage rates and allowances by 3.5%.

8.2.3 On the first full pay period commencing on or after 1st July 2025, Council will increase wage rates and allowances by 3.0%.

8.3 Workers Compensation

The current weekly rate of pay of an employee for the purposes of the Workers Compensation Act 1987 (NSW), shall be the rate paid to the employee under Council's salary system.

9. Salary System

9.1 A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.

9.2 The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the Award by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.

9.3 Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in Council's salary system or level as prescribed by Clause 7, Skills Descriptors of this Award.

9.4 Progression through the salary system shall be based upon the acquisition and use of skills. Assessment for the progression through the salary system shall occur annually.

9.5 Skills for progression relevant to the position/grade shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system relevant to that grade subject to sub-Clause 9.4.

9.6 Council shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum point/step for their position, provided that if an employee on or above the maximum point/step for their position requests an annual assessment in writing, Council will provide one.

9.7 At the time of assessment, Council shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.

9.8 The salary system shall include a process by which employees can appeal against their assessment.

9.9 Employees shall have access to the assessment document prior to the assessment and to information regarding the grade, salary range and progression steps of the position.

9.10 Where Council changes its salary system structure employees shall not suffer a reduction in pay or salary range.

10. Use of Skills

10.1 The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.

10.2 Council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.

10.3 An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.

- 10.4 The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by Council to be used as an adjunct to the employee's normal duties.

11. Resourcing and Directing Employees

- 11.1 The employer may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- 11.2 The employer shall provide adequate staff and other resources to enable employees to carry out their duties and functions over the course of working hours that are not unreasonable.

12. Payment for Relief Duties/Work

- 12.1 An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- 12.2 Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an Award holiday. An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of Clause 23.3.5 of this Award.
- 12.3 An employee under this Award who is required to relieve in a senior staff position, so designated under the *Local Government Act 1993* (NSW), shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

13. Payment of Employees

- 13.1 Employees shall be paid fortnightly or any other period by agreement on a fixed regular pay day.
- 13.2 Council shall fix a regular payday, between Monday and Friday inclusive. Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- 13.3 Payment shall be by direct credit to the employee's nominated account.
- 13.4 Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- 13.5 An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire, climatic circumstances or matter determined by the General Manager, such as a school or preschool closure, beyond the employees control, provided that this subclause shall not apply if:
- 13.5.1 Alternative duties are available that the employee can usefully perform, or
- 13.5.2 The bushfire, climatic circumstance, or matter such as a school or preschool closure occurred outside of the State of New South Wales.

14. Salary Sacrifice

- 14.1 Employees may participate in a salary packaging scheme. A salary packaging arrangement will be cost neutral to Council.

- 14.2 Council and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre-tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- 14.3 Benefits that may be salary sacrificed include, but shall not be limited to, child care facilities operated by Council on its premises; and additional superannuation and motor vehicles supplied by Council under lease back arrangements where the amount to be salary sacrificed for leaseback of a Council motor vehicle is that part of the lease back fee that exceeds Council's fringe benefit tax liability.
- 14.4 The value of the benefits shall be agreed between Council and employee and shall include fringe benefits tax where applicable.
- 14.5 The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both Council and the employee.
- 14.6 The employee may request in writing to change the benefits to be salary sacrificed once each year and Council shall not unreasonably refuse the request.
- 14.7 The employee's gross pay is their pre-tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- 14.8 The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- 14.9 The value of salary sacrifice benefits and applicable fringe benefits tax shall be treated as ordinary pay for the purposes of calculating overtime and termination payments.
- 14.10 The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- 14.11 Council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
- 14.12 Council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- 14.13 A salary sacrifice arrangement shall cease on the day of termination of employment.
- 14.14 A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- 14.15 Council may maintain and/or enter into other salary sacrifice arrangements with employees.

15. Superannuation Fund Contributions

Subject to the provisions of the *Industrial Relations Act 1996 (NSW)*, Council shall make superannuation contributions for current employees to their nominated Superannuation Fund.

15.1 Additional Employer Superannuation Contribution

Council will maintain a 5.50% buffer above the Federal Government Superannuation Guarantee.

15.2 Salary Sacrifice Arrangements specific to Superannuation

15.2.1 For the purposes of this subclause:

- 15.2.1.1 "Eligible employee" means an employee with at least ten (10) years continuous service with the employer who has an accrued entitlement to long service leave under the Award that is in excess of the long service leave entitlement that the

employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW).

15.2.1.2 "Excess LSL" means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW).

15.2.1.3 "LSL" means Long Service Leave.

15.2.1.4 "LSL Act" means the *Long Service Leave Act 1955* (NSW).

15.2.1.5 "Ordinary Time Earnings" has the same meaning as in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

15.2.1.6 "Superannuation Fund" means the Local Government Superannuation Scheme.

15.2.2 Subject to this clause, eligible employees may, with the consent of the employer, cash out some or all of their Excess LSL.

15.2.3 Any Excess LSL cashed out in accordance with this clause shall be paid to the employee at the employee's ordinary pay.

Example: A full-time employee with 10 years' continuous service with the employer accrues 13 weeks LSL under the Award, whereas they would have only accrued 8 weeks LSL if covered by section 4 of the LSL Act. After 10 years' service, the employee would have up to 5 weeks Excess LSL which may, with the consent of the employer, be cashed out.

15.2.4 Eligible employees who have Excess LSL cashed out under this clause must enter into a Salary Sacrifice Arrangement for the equivalent amount to be paid into the Superannuation Fund as Ordinary Time Earnings, unless the employee has reached their concessional contribution cap.

15.2.5 Notwithstanding clause 14.5 of the Award, any Salary Sacrifice Arrangement made under this clause shall not be treated as an approved benefit for superannuation purposes.

16. Allowances, Additional Payments and Expenses

16.1 Telephones

An employee who is required to have a landline telephone at their home for Council purposes shall be compensated by Council reimbursing rental fees and business-related charges.

16.2 Discretionary provision of mobile phone

Where required, a mobile telephone will be provided by Council with all associated business usage costs including rental, message bank, etc. being met by Council. Private usage of the phone will only be charged if usage incurs Council additional charges.

16.3 Living away from home allowance (LAFHA)

16.3.1 LAHFHA - Operational works

An employee who is required to undertake operational works on behalf of Council, and who is required to remain at the location overnight inside or outside of Council's geographic area (including 3rd party projects), shall be provided with suitable accommodation at the expense of Council.

A living away from home allowance (LAFHA - Operational Works) will apply at the rate set out in Annexure - Table 1. The Union and its members will within reason ensure that projects (3rd

party outside Council's geographic area) requiring travel are adequately staffed to meet contract and/or scheduling requirements.

16.3.2 LAHFHA - Compulsory Training

An employee who is required by Council to participate in compulsory external training and is required to remain at the location overnight outside Council's geographic area, shall be paid a living away from home allowance (LAFHA - Compulsory Training) at the rate set out in Annexure - Table 1.

This clause does not apply to employees who are required to be away from home as a result of attending work-related professional development courses, conferences and/or seminars.

16.4 Incidentals

In addition to 16.3.1 above, Council shall pay for breakfast, evening meals and all reasonable incidental expenses (as approved by the General Manager) incurred as a result of the requirements to live away from home.

16.5 Disability Allowances

16.5.1 A disability allowance in addition to the weekly rate of pay shall be payable to designated employees to compensate for the special disabilities associated with the nature of duties performed by outdoor staff.

This allowance shall be paid at the rate set out in Annexure - Table 1 of this Award and shall be paid for all purposes of the Award but shall not attract any penalty. The following employees shall be entitled to be paid the allowance:

16.5.1.1 All employees in Levels 2, 3 and 4 of the Operational Band 1 and employees engaged in the gardening, building, metal and mechanical trades of the Administrative / Technical / Trades Band 2.

Excepting staff engaged in the following functions:

- (i) Administration
- (ii) Finance
- (iii) Supervising in Band 2
- (iv) Technical Services
- (v) Employees recognised in clause 16.5.1.2 below.

16.5.1.2 Employees in the following classifications (excluding supervisors), who are recognised as working regularly in open trenches shall in addition to their weekly rate of pay, be paid a disability allowance at the rate set out in Annexure - Table 1 of this Award. This allowance shall be paid for all purposes of the Award but shall not attract any penalty.

- (i) Distribution Staff
- (ii) Construction and Support Staff

(iii) Welders

The disability allowance is to compensate for the special disabilities associated with the hours work and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

16.6 Employee Providing Tools

16.6.1 Where the employee and Council agree that the employee shall supply their own tools, a tool allowance shall be paid a weekly allowance at the rate set out in Annexure -Table 1 of this Award.

16.6.2 Complete Tool Kits

Allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.

16.6.3 Special Purpose Tools

Allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.

16.6.4 Compensation of Tools

Council shall reimburse the employee to a maximum per annum as set out in Clause 16.6.1 for loss of tools by breaking and entering whilst securely stored at Council's premises or on the job site or if the tools are lost or stolen while being transported by the employee at Council's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

16.6.5 Provided for the purposes of this clause:

- 16.6.5.1 Only tools used by the employee in the course of their employment shall be covered by this clause;
- 16.6.5.2 The employee shall, if requested to do so, furnish Council with a list of tools so used;
- 16.6.5.3 Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
- 16.6.5.4 The employee shall report any theft to the police prior to making a claim on Council for replacement of stolen tools.

16.7 Certificates and Licences

16.7.1 Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of this Award is required by Council to hold a WorkCover NSW approved certificate or licence Council shall reimburse the employee for the cost of such certificate or licence.

16.7.2 Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of this Award is required by Council to hold a drivers licence other than a Class C (car) or Class R (rider) licence, Council shall reimburse the employee the difference between the cost of the licence and the cost of a Class C (car) driver's licence.

16.8 Vehicle Allowances

16.8.1 Where, by agreement, and Council requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance as set out in Annexure - Table 1 based on engine capacity for each kilometre of authorised travel.

16.8.1.1 Council commits to maintaining allowance rates in line with amendments to the Local Government State Award.

16.8.2 Council may require an employee to record full details of all such official travel requirements in a log book.

16.8.3 Where the car is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in Clause 16.8.1.

16.8.4 Any agreement to pay the allowance under this clause may only be terminated by 12 months' notice by either party or by the employee's termination of employment.

16.9 Travelling Allowance

16.9.1 This subclause shall apply to employees who are required to start and / or finish at a location away from Council's depot, workshop or other agreed starting point.

16.9.2 For the purposes of this subclause "normal starting point" shall mean:

16.9.2.1 A Council workshop or depot;

16.9.2.2 A Council office or building to which the employee is usually assigned;

16.9.2.3 Any other agreed starting and / or finishing point.

16.9.3 Where more than one starting point is fixed each employee shall be attached to one starting point only. An employee may be transferred to a different normal starting point at any time by agreement or by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee. In the event of a dispute Clause 33, Grievance and Dispute Procedures, shall apply.

16.9.4 An employee who is required to commence and / or finish work at a location away from the employee's normal starting point at the normal starting and / or finishing times or is required to start or finish overtime work at a location away from the normal starting point shall be paid a travelling allowance for each journey as per Clause 16.8.1.

16.9.5 For the purpose of this subclause a residence shall not be recognised as such unless it is situated within the geographic Council area. Where the employee resides outside Council's geographic area the travelling allowance is payable from the respondent general purpose Council's boundary.

16.9.6 For the purpose of this subclause distance shall mean the nearest trafficable route to work.

16.9.7 Where Council requires an employee to use their own vehicle to transport other employee(s) or materials to the worksite to commence and/or finish work at a location away from the employee's normal starting point at the normal starting and/or finishing times or is required to start or finish overtime work at a location away from the normal starting point, a car allowance for the use and depreciation of the vehicle shall be paid as per Clause 16.8.1.

Such car allowance shall be paid in addition to travelling allowances provided by this subclause. For the purposes of this subclause, materials shall not include incidental items (including but not limited to keys, mobile phones, lap-top computers and personal protective clothing).

Where Council provides transport but the employee elects to make their own travel arrangements, the vehicle allowances in this subclause shall not apply.

- 16.9.8 This subclause shall not apply where an employee commences and/or finishes work at a worksite which lies between the employee's place of residence and the employee's normal starting point, provided that reasonable transport is available and the employee travels no further than ordinarily travelled to the normal starting point.
- 16.9.9 This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 33 of this Award shall be applied.
- 16.9.10 This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
- 16.9.11 Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.

16.10 First Aid Work

- 16.10.1 Where an employee is required by Council to hold a current first aid certificate, to be in charge of a first aid kit, and administer first aid in the event of an incident, and the use of such skills are not paid in accordance to the salary system established by Council, the employee shall be paid an allowance as set out in Annexure - Table 1.
- 16.10.2 All outdoor employee's, due to the nature of their work, which may be remote, are required by Council to hold a current first aid certificate, to be in charge of a first aid kit (which they will keep up to date at Council's cost) and to administer first aid in the event of an incident. This will be an inherent requirement of their role. In return, Council will pay all outdoor employees an allowance as set out in Annexure - Table 1.
- 16.10.3 In the instance where an indoor employee is required to work outdoors, and holds a current first aid certificate, and is required to administer first aid in the event of an incident, they will be paid the allowance as set out in Annexure - Table 1 for the required period.

16.11 Meal Allowance

- 16.11.1 A meal allowance set out in Table 1 of Part B shall be paid to employees instructed to work overtime:
- 16.11.1.1 For two hours or more prior to their agreed commencing time, or
- 16.11.1.2 For two hours immediately after their agreed finishing time and after subsequent periods of four hours, or
- 16.11.1.3 After each four hours on days other than ordinary working days

Provided that a meal allowance is not payable where, by agreement, a meal is provided by the employer.

16.12 Civil Liability - Engineering Professionals

- 16.12.1 Except where such responsibility and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by Council, an employee who is an engineering professional and:
- 16.12.1.1 Is directly involved in applying engineering principles to the asset management of Council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of; and
 - 16.12.1.2 Such assets may give rise to liability under the *Civil Liability Act 2002* (NSW) shall be paid an allowance in addition to the weekly rate of 3.5%.
- 16.12.2 The provision in Clause 16.12.1 above shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date this Award was made.

16.13 Accreditation of Council employees by the Building Professionals Board

Where an employee is required by Council to be accredited by the Building Professionals Board under the *Building Professionals Act 2005* (NSW) the Council shall:

- 16.13.1 Pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
- 16.13.2 Grant paid leave to attend course requirements in accordance with subclause (4) of Clause 30, Training and Development, of this Award.

16.14 Market Premium Allowance

- 16.14.1 Council may at any time identify a position or a series of positions to which it wishes to pay a market premium. This will normally occur when a shortage in the market of a specific discipline or skillset occurs. The identification of these positions shall entirely be a decision for Council.

16.15 Attraction / Retention Allowance

- 16.15.1 Council may at any time identify an employee that they wish to retain or a role that they wish to offer more for and offer an additional allowance above the rate established in this salary system.
- 16.15.2 This allowance may be a one-off amount or be fixed for a period of time. It is associated with an individual and will not be generally offered. Allowances made for a fixed period of time shall cease at the end of the identified period.
- 16.15.3 The Attraction / Retention Allowance will remain a confidential arrangement between Council and a specific employee.

17. Motor Vehicle Leaseback

17.1 General

The parties to this Award recognise that leaseback vehicles may be provided to employees as a condition of employment (e.g. as an incentive for accepting employment) or as a discretionary benefit that is not a condition of employment.

A leaseback vehicle will be considered to be a condition of employment for an employee unless it was clearly identified that it was not being provided on such a basis at the time that it was provided.

Factors to consider when determining whether a leaseback vehicle is a condition of an employee's employment include:

17.1.1 Whether the vehicle was offered as an incentive to attract and/or retain the employee; and

17.1.2 The period that the employee has had access to a leaseback vehicle.

17.2 Termination of leaseback vehicle arrangement

17.2.1 Condition of employment - Unless otherwise provided in this clause, where Council and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.

17.2.2 Not a condition of employment - Unless otherwise provided, where Council and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, Council shall give a minimum of twelve (12) months written notice of termination of the arrangement.

17.2.3 Other - Council may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with Council that does not include access to a leaseback vehicle.

17.3 Variation of leaseback vehicle arrangements

17.3.1 Variations to leaseback arrangements - Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fee shall be referred to Council's Consultative Committee.

17.3.2 Variations to leaseback fees - Council shall not increase the leaseback vehicle fee an employee is required to pay in any one year by more than ten (10) percent or the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0), whichever is the greater. This subclause shall not apply where the leaseback vehicle fee is adjusted to reflect changes in the type of vehicle being used (including changes in vehicle options, the class, model or make of vehicle).

17.3.3 Variations in hours of work and/or extended periods of absence - Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, Council and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause (17.3.2) above shall not apply. In the absence of agreement, Clause 33, Grievance and Disputes Procedures, shall apply.

18. Residence

Where an employee is supplied by Council with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed upon between Council and the employee. The rental value as agreed may be deducted from the pay of the employee.

19. Hours of Work

19.1 General

19.1.1 Spread of Hours

Council and its employees agree that the following fundamental objectives shall be considered in determining how an employee's working hours are to be structured under this Award:

19.1.1.1 the most efficient means of delivery of services;

- 19.1.1.2 the most effective way of servicing the customer; and
- 19.1.1.3 the most effective way of meeting employees' needs for satisfying work, personal development, health and workplace safety.

19.1.2 Starting and Finishing Times

The starting and finishing times within the spread of hours provided by this clause shall be as determined by Council in consultation with the employees concerned.

19.1.3 Ordinary Hours of Work

- 19.1.3.1 The ordinary hours for all employees shall be worked between 6:00a.m and 6:00p.m., Monday to Friday.
- 19.1.3.2 Except as otherwise provided in a Workplace Agreement, the ordinary hours for all employees shall be 76 hours per fortnight worked on nine weekdays in any two week cycle.
- 19.1.3.3 The ordinary hours of work for employees, except as otherwise provided in a Workplace Agreement, engaged in the following functions shall be 70 hours per fortnight worked on nine weekdays in any two week cycle:
 - (i) Administration;
 - (ii) Engineering (Professional and Trainees);
 - (iii) Executive Band;
 - (iv) Finance;
- 19.1.3.4 Management will, with employee input, arrange rosters ensuring Council and employees derive maximum benefit from rostered days off; and avoid conflicts between rostered days and public holidays. In order to meet anticipated customer service commitments and minimum staffing levels, rostered days may not be for all employees on Mondays or Fridays; there may be mutually acceptable arrangements with individual employees for an alternative day off during a particular period.
- 19.1.3.5 Employees, with the approval of Council, may defer up to four rostered days off per annum. Such deferred days shall be added to accrued time.
- 19.1.3.6 At Council's request and with the employee's agreement, an employee working a rostered day off, they may elect to be paid for such day at the same rates as provided in this Award for working on an ordinary Saturday; without further entitlement.
- 19.1.3.7 Employees called out to perform duties either as an on-call officer or as a call-out giving rise to a ten hour break on the following day as required by clause 20 of this Award, and the following day is an RDO, the employee/s shall have the right to defer their RDO to another mutually agreed time.

19.2 Water treatment plant work

19.2.1 Pre-arranged and emergent work (All Plants)

The following provisions shall apply to employees whether usually engaged on a "shift work" or "normal hours" basis who undertake pre-arranged overtime duties. An employee undertaking pre-arranged duties at a Plant on Saturdays, Sundays and/or Award Holidays, together with incidental emergent duties outside working hours throughout the week, will be paid the amount in the

Annexure to this Award , with payment being inclusive for the first four hours of overtime work performed during each week. These four hours shall be calculated on an hour-for-hour basis for all time worked in accordance with this subclause.

- 19.2.2 Normal overtime penalty rates will accrue after four hours of work performed in any such week.
- 19.2.3 For each Award Holiday on which an employee is required to undertake pre-arranged overtime, the employee shall be granted accrue one day additional annual leave.
- 19.2.4 The requirement of this Clause to undertake incidental emergent duties is not a requirement to be available for "on call" duties pursuant to Clause 20.2 of this Award; and the provisions of 20.2.6 are specifically excluded under this Clause.
- 19.2.5 If Council requires an employee to work concurrently under both the provisions of this Clause and the "on call" Clause (20.2), all time worked on, and conditions stipulated for, each set of duties shall stand separately and be paid separately and cumulatively.

19.3 Shift work (Water Treatment Plant Operators)

- 19.3.1 Shift workers are required to work a five plus four day, two shift system, spread over nine weekdays and, except as provided hereunder, generally in accordance with the provisions of Clause 19.1 (General).
- 19.3.2 The ordinary working hours of such employees shall not exceed 76 hours in any 14 consecutive days.
- 19.3.3 A shift allowance of 20% of the ordinary daily rate of pay shall be paid to shift workers provided for in this subclause for work on any shift which starts or finishes outside the times of 7:00 am and 5:00 pm.
- 19.3.4 The method of working shifts may in any case be varied by agreement between Council and the affected employee(s) to meet the circumstances of the establishment. The times of commencing and finishing shifts may be varied by agreement between Council and such employees to meet the circumstances of the establishment or, in the absence of agreement, by seven days' notice of alteration given by Council to the affected employee(s).
- 19.3.5 In agreement with their Supervisor, occasional exchanging of daily shifts between employees covered by this clause (to meet family commitments, for example) is allowed, provided there is no disruption to normal Plant operations.
- 19.3.6 The shift roster is to commence on a weekday for a seven day period, of which the ordinary weekdays will be worked on a shift work basis and weekend days (and any public holidays) shall be worked and paid for in accordance with subclause 19.2.1.2. Employees will continue to rotate duties between "operation" and "maintenance" each alternate week.

19.3.7 Meal times

- 19.3.7.1 Shift workers shall be allowed, in each ordinary working shift, a meal crib of twenty minutes, which shall be treated as part of the shift and paid accordingly.

19.3.8 Overtime meal breaks

- 19.3.8.1 Meal breaks during periods of overtime and the payment of meal allowances shall apply to shift workers required to work overtime outside the hours of their ordinary rostered shift, except where, by an approved arrangement made between employees or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

19.4 Shift work

19.4.1 Except as otherwise provided ordinary hours worked outside the span of 6:00am to 6:00pm Monday to Friday shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified in this subclause.

19.4.2 Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.

20. Overtime

20.1 General

20.1.1 It is a condition of employment that employees shall be available to work reasonable overtime to meet the needs of Council.

20.1.2 Except to the extent that, either under or prior to the making of this Award, a supplementary or annualised payment has been incorporated into the ordinary pay of individual employees, overtime shall be worked and paid for in accordance with this Award.

20.1.3 Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

20.1.4 Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.

20.1.5 Overtime worked on Sunday shall be paid for at the rate of double time.

20.1.6 Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.

20.1.7 An employee (other than a casual) who works four (4) or more hour's overtime:

20.1.7.1 Between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift so that they have not had at least ten (10) consecutive hours off duty between those times, or

20.1.7.2 On days other than ordinary working days so that they have not had ten (10) consecutive hours off duty in the fourteen (14) hours preceding the employee's ordinary commencement time on the next ordinary working day,

shall be released after completion of such overtime until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten (10) hour break without loss of pay.

This subclause only applies to employees who are on call or called back to work:

20.1.7.3 For four (4) hours or more, or

20.1.7.4 On consecutive days without having had a ten (10) hour break, or

20.1.7.5 On more than one occasion during the day outside of the four (4) hour period.

- 20.1.8 Where there is prior agreement between Council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. This subclause shall not apply to employees who are on call or called back to work.
- 20.1.9 Employees classified in the Executive Band 4 of this Award may be required, in addition to their ordinary hours, to attend meetings of Council and standing and / or special committee meetings. For the purpose of this subclause, an employee who is required to attend meetings of Council and standing and / or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.
- 20.1.10 Subject to sub-Clause 20.1.11, Council may require an employee to work reasonable overtime at overtime rates.
- 20.1.11 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.
- 20.1.12 For the purposes of sub-Clause 20.1.11, what is unreasonable or otherwise will be determined having regard to:
- 20.1.12.1 Any risk to the employee;
 - 20.1.12.2 The employee's personal circumstances including any family and carer responsibilities;
 - 20.1.12.3 The needs of the workplace;
 - 20.1.12.4 The notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
 - 20.1.12.5 Any other matter.
- 20.1.13 If at the time of an employee taking personal leave, any accrued time in lieu of overtime shall be taken as leave as a preference to annual or long service leave. Goldenfields Water may direct an employee to take accrued time in lieu of overtime by the giving of at least two (2) weeks' notice in the following circumstances:
- 20.1.3.1 Where the employee has accumulated in excess of one (1) weeks' time in lieu of overtime or,
 - 20.1.3.2 A period of annual Christmas close down of up to and including a maximum of 8 working days inclusive of public holidays with a recommencement date of the first business day in the new year, where the employee does not have sufficient annual leave to cover the relevant close down period. Goldenfields Water shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.
- 20.1.14 Time in lieu of overtime accruals standing to an employee's credit on termination of employment shall be paid at the rate it was accrued.

20.2 Excess Hours Agreements

- 20.2.1 Subject to subclause 20.2.2 of this clause, the employer and an individual employee in Professional/Specialist Band 3 or Executive Band 4 may agree to an 'Excess Hours Agreement' whereby the employee is paid an allowance of at least ten (10) percent of the employee's weekly salary system rate of pay in substitution for all overtime penalties under this Award.
- 20.2.2 An employee shall be entitled to overtime in accordance with Clause 20.1 of this Award where the employee is directed to work additional hours that are in excess of the hours of work

reasonably contemplated by Council and the employee at the time the Excess Hours Agreement was made. The hours of work reasonably contemplated by Council and the employee shall be determined having regard to the quantum of the allowance paid.

20.2.3 Where the employer and an engineering professional employee who satisfies the eligibility criteria for payment of the civil liability allowance at subclause 16.12 of this Award agree to an Excess Hours Agreement, the employee shall continue to be paid the civil liability allowance in addition to any allowance that is payable under the Excess Hours Agreement.

20.2.4 An Excess Hours Agreement is subject to the following conditions:

20.2.4.1 An employee who can demonstrate that they are required to routinely work unpaid additional hours in order to fulfil the requirements of their position has the right to request, in writing, to enter into an Excess Hours Agreement. Where Council does not agree to the request Council shall discuss the request with the employee with a view to reaching agreement on:

- (i) reasonable ways to reduce the excess unpaid hours or
- (ii) alternative ways of compensating the employee for the excess hours.

In the event that no agreement is reached, Council shall advise the employee, in writing, of the arrangements that will be made so that they are no longer required to work the excess hours.

20.2.4.2 Council and the individual employee must have genuinely made the Excess Hours agreement without coercion or duress.

20.2.4.3 The Excess Hours Agreement must:

- (i) be in writing;
- (ii) name the parties to the agreement and be signed by Council and the individual employee;
- (iii) result in the employee being better off overall in comparison to the Award at the time the agreement is made than the employee would have been if no Excess Hours Agreement had been agreed to;
- (iv) state the date the agreement commences to operate.

20.2.4.4 The employee shall work such reasonable hours as are necessary to carry out the duties and functions of the position and the employee's obligations under their contract of employment, provided that the employee may refuse to work additional hours in circumstances where the working of such additional hours would result in the employee working hours which are unreasonable. For the purposes of this subclause, what is unreasonable or otherwise will be determined having regard to:

- (i) any risk to the employee;
- (ii) the employee's personal circumstances including any family and carer responsibilities;
- (iii) the needs of the workplace;
- (iv) the notice, if any, given by the employer of the requirement for the employee to work additional hours and by the employee of their intention to refuse it; and
- (v) any other matter.

- 20.2.4.5 Council may require the employee to attend work for Council during core business hours and to attend meetings of Council and standing and/or special committee meetings, provided that such requirement does not result in the employee working hours which are unreasonable.
- 20.2.4.6 Council must give the individual employee a copy of the agreement and keep the original signed agreement as a time and wages record.
- 20.2.4.7 Council seeking to enter into an agreement under this clause must provide a written proposal to the employee. Where the employee's understanding of written English is limited Council must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

20.2.5 An Excess Hours Agreement may be terminated:

- 20.2.5.1 by Council or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- 20.2.5.2 at any time, by written agreement between the employer and the individual employee.

20.2.6 The allowance paid under this clause shall be paid for all purposes of the Award but shall not attract any penalty.

20.2 On call

20.2.1 An employee is "On Call" if Council requires the employee to be available, outside the employee's usual ordinary hours, for emergency and/or breakdown work and associated responsibilities as detailed in Council's Policies (and which formed an annexure to the former Goldenfields Water County Council Enterprise Award). The On Call period will commence on a weekday for a seven-day period. It is intended that no employee will be required to participate in an On Call roster for any more than two weeks in any ten-week period. To allow Council flexibility when faced with unforeseen staff shortages, employees may be required to undertake additional on call periods however such additional periods are not to exceed five weeks in any ten-week period.

On Call work shall not include overtime which has been pre-arranged prior to the employee's normal ceasing time.

20.2.2 An employee required to be On Call will be paid the amount set out in the Annexure to this Award each rostered week, with such payment being inclusive of payment for the first two hours of call out work performed during each rostered period. These two hours shall be calculated on an hour-for-hour basis inclusive of Saturday, Sunday, and Award Holidays.

20.2.3 Normal overtime penalty rates will accrue after two hours of work performed during the On Call period.

20.2.4 For each Award Holiday on which an employee is On Call, the employee shall be granted one day additional annual leave.

20.2.5 When an On Call officer has performed duties, a minimum rest period of ten hours will be provided following the completion of the last activity and prior to the resumption of normal work.

20.2.6 An On Call employee must be able to be contacted and 'commence duty' in response to a call-out within 15 minutes. 'Commence duty' shall mean that the employee is in the work vehicle on their way to the relevant job site.

20.3 Call Back

20.3.1 An employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.

20.3.2 Any employee who is called back to work as defined in subclause 20.3.1 shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

Ordinarily the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

20.4 Duty Officer

20.4.1 An employee is "Duty Officer" if Council requires the employee to be available, outside the employee's usual ordinary hours, as the principal contact for water supply matters and associated responsibilities as detailed in Council's Policies (and which formed an annexure to the former Goldenfields Water County Council Enterprise Award). The duty period will commence on a weekday for a seven day period. It is intended that no employee will participate in a duty roster for any more than two weeks in any ten week period. In unusual circumstances employees may be required to undertake additional Duty Officer periods which are not to exceed five weeks in any ten week period.

20.4.2 Duty Officer work shall not include overtime which has been pre-arranged prior to the employee's normal ceasing time.

20.4.3 A Duty Officer must be able to be contacted at all times while on roster.

20.4.4 An employee required to perform the role of Duty Officer will be paid the amount set out in the Annexure to this Award each rostered week which is in lieu of:

20.4.4.1 Any claim for payment for being available, during the rostered period, outside of the employee's usual ordinary hours of work, and

20.4.4.2 Any claim for payment for work performed, outside the employee's usual ordinary hours of work, in their capacity of Duty Officer.

20.4.5 For each Award Holiday on which an employee is Duty Officer, the employee shall be granted one day additional annual leave.

20.4.6 Employees performing Duty Officer work shall be entitled to all other allowances prescribed by this Award, where applicable.

20.4.7 When a Duty Officer has performed substantial evening or overnight duties totalling more than two hours between 11.00pm and 4.00am a minimum rest period of ten hours will be provided following the completion of said duties and prior to the resumption of normal work.

20.5 Duty Officer - "Second Call"

20.5.1 In order to assist in the provision of after hours responses at peak times, Council may require any employee to be available to assist the Rostered Duty Officer in the event of demand exceeding the Rostered Duty Officer's capacity to deal with same. An employee required to undertake such duties will be paid the amount set out in the Annexure to this Award each rostered week, with such payment being subject to all of the relevant provisions of Clause 20.4 above; with the exception of Clause 20.4.5.

20.5.2 The rostering of employees to undertake "second call" duties will be arranged by Council at the same time and in the same manner as applies to all other arrangements for rostering of "on call", "duty officer" and "rostered days off".

21. Holidays

- 21.1 These Public Holidays shall be observed: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; King's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within Council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW. It is, however, agreed that locally proclaimed holidays shall only apply to employees whose permanent place of work is within the general purpose Council area of such local proclamation.
- 21.2 In addition to the days provided for in clause 21.1 employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide Council with at least seven (7) days' notice of their intention to take the holiday in accordance with this subclause.
- 21.3 Where any of the holidays prescribed by this Award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- 21.4 Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- 21.5 All employees classified in the Operational Band 1 of this Award employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours' work.
- 21.6 Where an employee is required to work ordinary hours on a holiday as prescribed by this Award, Council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- 21.7 When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between Council and the employee.

22. Union Picnic Day

- 22.1 Union Picnic Day shall for the purposes of this Award be regarded as a holiday for permanent employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between Council and the union(s). Permanent employees who are not rostered on the day deemed as a Union Picnic day will receive a day in lieu additional to their leave balance.
- 22.2 The union(s) shall advise Council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day. Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- 22.3 Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to Council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by Council, or may be required by Council to make up time.
- 22.4 Where Council approves or grants non-financial members of the union(s) an additional day in excess of current entitlements of those employees, financial members of the union(s) will be granted an additional day off.

- 22.5 Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.

23. Leave Provisions

In addition to the provisions of the Award, the following supplementary Leave Provisions shall apply to employees of Council.

23.1 Sick leave

- 23.1.1 Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions:

- 23.1.1.1 Council shall be satisfied that the sickness is such that it justifies the time off; and
- 23.1.1.2 Council shall be satisfied that the illness or injury does not arise from engaging in other employment; and
- 23.1.1.3 Proof of illness to justify payment shall be required after 4 separate periods of absence in each service year or where an absence exceeds 3 concurrent working days; and
- 23.1.1.4 When requested, proof of illness shall indicate the employee's inability to undertake their normal duties; and
- 23.1.1.5 Where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration the employee shall be entitled to one (1) weeks sick leave on commencement. The employee shall be entitled to a further one (1) weeks sick leave after each four (4) months of continuous service.
- 23.1.1.6 Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority or statutory declaration.
- 23.1.1.7 Council may require employees to attend a doctor nominated by Council at Council's cost.
- 23.1.1.8 Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- 23.1.1.9 Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with Council and appointment to the service of another council does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
- 23.1.1.10 Where an employee has had 10 years' service with the Council and the sick leave entitlement as prescribed has been exhausted, Council may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- 23.1.1.11 Section 50 of the *Workers Compensation Act 1987* dealing with the relationship between sick leave and workers compensation applies.

- 23.1.2 An employee shall, wherever possible, notify their supervisor, within one hour of the employee's usual starting time, of the employee's inability to attend on account of illness or injury and advise the employer of the estimated duration of their absence.

23.1.3 Illness During Annual and Long Service Leave

If an employee becomes sick or is injured for a period of at least seven consecutive days whilst on annual or long service leave and produces at the time satisfactory medical evidence that the employee is unable to derive benefit from such leave, then the employee's leave balances will be adjusted by:

23.1.3.1 Re-crediting the number of annual or long service leave days shown in the medical evidence, and

23.1.3.2 Debiting the employee's sick leave balance by the corresponding number of days.

23.1.4 An employee, other than a casual employee, shall be entitled to use, any current or accrued sick leave entitlement, provided for at Clause 23.1, Sick Leave of this Award, to attend prearranged medical appointments. Such leave may be taken for part of a single day.

23.2 Carers Leave

23.2.1 Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 23.2.7.2 below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 23.1, Sick Leave of this Award, for absences to provide care and support for such persons when they are ill, or who require care to attend prearranged medical appointments or due to an unexpected emergency. Such leave may be taken for part of a single day.

23.2.2 Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.

23.2.3 Where more than ten days' sick leave in any year of service is to be used for caring purposes Council and employee shall discuss appropriate arrangements which, as far as practicable, take account of the Council's and employee's requirements.

23.2.4 Where the parties are unable to reach agreement the grievance and disputes procedures at Clause 33 of this Award should be followed.

23.2.5 In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

23.2.6 Council may require the employee to provide proof of the need for carer's leave as follows:

23.2.6.1 Less than 10 days - Where less than ten days' sick leave in any year of service is sought to be used for caring purposes Council may require the employee to 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

23.2.6.2 More than 10 days - Where more than ten days' sick leave in any year of service is sought to be used for caring purposes Council may require the employee to produce a medical certificate from a qualified medical/health practitioner showing the nature of illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available, or

23.2.6.3 Establish by production of documentation acceptable to Council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

23.2.7 The entitlement to use sick leave in accordance with this subclause is subject to:

- 23.2.7.1 The employee being responsible for the care of the person concerned; and
- 23.2.7.2 The person concerned being:
- (i) A spouse of the employee; or
 - (ii) A de facto spouse and/or same sex partner, who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married
 - (iii) A child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (iv) A relative of the employee who is a member of the same household, where for the purposes of this Clause:
 - a. 'Relative' means a person related by blood, marriage or affinity;
 - b. 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - c. 'Household' means a family group living in the same domestic dwelling.
- 23.2.7.3 An employee may with Council approval, take unpaid leave to provide care and support to a class of person set out in subclause 23.2.7.2 above who is ill or who requires care due to an unexpected emergency.
- 23.2.7.4 An employee shall, wherever practicable, give Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

23.2.8 Carer's Entitlement for Casual Employees

- 23.2.8.1 Subject to the evidentiary and notice requirements in subclauses 23.2.6 and 23.2.9 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 23.2.7.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 23.2.8.2 Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 23.2.8.3 Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

23.2.9 Time off in Lieu of Payment for Overtime

An employee may, with the consent of Council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 20 of this Award for the purpose of providing care and support for a person in accordance with subclause 23.2.7.2 above.

23.2.10 Make-up time

An employee may elect, with the consent of Council, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the Award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause 23.2.7 above.

23.2.11 Annual Leave and Leave Without Pay

An employee may elect with the consent of Council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause 23.2.7 above. Such leave shall be taken in accordance with Clause 23.3, Annual Leave and Clause 23.13 Leave Without Pay of this Award.

23.3 Annual Leave

23.3.1 Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee each year. Annual leave shall accumulate on a pro-rata basis. Except as provided for in subclause 23.3.2 of this clause, annual leave shall be taken on its due date or as soon as is mutually convenient for the Council and the employee.

23.3.2 Council may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:

23.3.2.1 Where the employee has accumulated in excess of eight weeks annual leave

23.3.2.2 A period of annual Christmas close down of up to and including a maximum of 8 working days inclusive of public holidays with a recommencement date of the first business day in the new year,. Provided that:

- (i) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause 23.3.1 of this clause.
- (ii) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, Council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
- (iii) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with Council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
- (iv) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave

23.3.3 Payment to an employee proceeding on annual leave shall be made Council at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.

23.3.4 On resignation or termination of employment, Council shall pay to the employee:

23.3.4.1 Their ordinary rate of pay for all untaken leave credited for completed years of service, and

23.3.4.2 For an incomplete year, one twelfth of their ordinary rate of pay multiplied by the number of completed weeks of service in that year.

Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.

23.3.5 Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12-month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

23.4 Long service leave

23.4.1 Rate of Accrual

Except as otherwise provided in this Clause, employees shall accrue and Council shall credit each employee long service leave on ordinary pay after each period of continuous service with Council on the following basis:

23.4.1.1 On completion of five years service, 6.5 weeks

23.4.1.2 On completion of ten years service, a further 6.5 weeks

23.4.1.3 After completion of each of the eleventh to fifteenth years, 1.7 weeks per year

23.4.1.4 After completion of each subsequent year, 2.7 weeks per year

23.4.2 Termination of Service

Where an employee has completed more than five years service and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to ten years; and thereafter at the annual rates stipulated in Clause 23.4.1 above; shall be paid to such employee on termination.

23.4.3 Continuous Service

Continuous Service shall be the period from the date of commencement to the date of termination of employment and shall include:

23.4.3.1 All approved paid leave

23.4.3.2 Subject also to Sub-clauses 23.4.2, previous employment with Great Southern Energy, Northern Riverina County Council or Department of Public Works and Services which was terminated by compulsory transfer to Council on or after July 01, 1997.

23.4.3.3 Employment as a part-time employee

- 23.4.3.4 For the purpose of calculating long service leave entitlement in accordance with Clause 23.4.1 all prior continuous service with any other Government Department or Local Government Body employer within New South Wales shall be deemed to be service with the employer by which the employee is currently employed.
- 23.4.3.5 Continuity of service shall be deemed not to have been broken by transfer or change of employment from one employer to another provided the period between cessation of service with one employer and appointment to the service of another employer does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one employer and appointment to the service of another employer.
- 23.4.3.6 For the purpose of this clause, service shall include the following periods:
- (i) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of the employer.
 - (ii) In the case of an employee, transferred to the service of an employer of a new or altered area - any period of service with the employer from which such employee was transferred.
 - (iii) Service shall mean all service with the employer irrespective of the classification under which the employee was employed.
- 23.4.3.7 There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by the employer as service at the time leave was taken.
- 23.4.3.8 When an employee transfers from one employer to another, the former employer shall pay to the newly employing employer the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with the employer(s). A statement showing all prior continuous service with the employer(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the employer's Long Service Leave Record.
- 23.4.3.9 The employer which has received under clause 23.4.3.8 a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing employer(s) shall if the employee subsequently leaves the service of that employing employer to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing employer (s) the amount paid.
- 23.4.3.10 Long service leave shall be exclusive of annual leave and any other holidays as prescribed by clause 21, Holidays of this Award, occurring during the taking of any period of long service leave, provided that where a public holiday falls during a period where the employee has taken long service leave on half pay, the public holiday shall also be paid at half pay.

23.4.3.11 When the service of an employee is terminated by death the employer shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.

23.4.3.12 Where an employee's service is terminated at the end of a season or through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is reemployed by the same employer within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

23.4.4 For those employees whose continuous service, as defined at Clause 23.4.3, is comprised of a combination of service with Great Southern Energy, or Northern Riverina County Council, or the Department of Public Works and Services; and Council, Council shall credit each employee long service leave on ordinary pay as follows:

23.4.4.1 For that period of service with Great Southern Energy, Northern Riverina County Council or the Department of Public Works and Services; at the amount of leave accrual prescribed within the relevant Award or Industrial Instrument governing the employee's long service leave entitlements during that period of service, and

23.4.4.2 For that period of service with Council; at the amount of leave prescribed at Clause 23.4.1 of this Award.

23.4.5 Full Pay, Half Pay, Double Pay

An employee who is entitled to long service leave may, with the consent of Council, take long service leave:

23.4.5.1 On full pay; or

23.4.5.2 On half pay; or

23.4.5.3 On double pay.

23.4.6 When an employee takes long service leave, the leave entitlement will be deducted on the following basis:

23.4.6.1 A period of leave on full pay - the number of days so taken; or

23.4.6.2 A period of leave on half pay -half the number of days so taken; or

23.4.6.3 A period of leave on double pay - twice the number of days so taken.

23.4.7 When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:

23.4.7.1 A period of leave on full pay - the number of days so taken; or

23.4.7.2 A period of leave on half pay -half the number of days so taken; or

23.4.7.3 A period of leave on double pay -the number of days so taken.

23.4.8 Employees that take long service leave at half or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation.

23.5 Parental Leave (General)

Relationship with federal legislation - Clauses 23.5, 23.6, 23.7, and 23.9 of this Award shall apply in addition to:

23.5.1 Chapter 2, Part 2-2, Division 5 - 'Parental leave and related entitlements' of the National Employment Standard (NES) under the *Fair Work Act 2009* (Cth); as amended from time to time.

23.5.2 The *Paid Parental Leave Act 2010* (Cth).

23.6 Requests for flexible work arrangements

Chapter 2, Part 2-2, Division 4, Requests for Flexible Working Arrangements of the *Fair Work Act 2009*, shall apply.

23.7 Paid Parental Leave

23.7.1 Definitions - in this clause:

23.7.1.1 PPL instalments shall mean instalments paid during the paid parental leave period under the *Paid Parental Leave Act 2010* (Cth).

23.7.1.2 Parental leave make-up pay shall mean the employee's ordinary pay, inclusive of PPL instalments. Where an employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12-month period immediately preceding leave associated with the birth of a child, the employee's ordinary hours shall be deemed to be the average weekly number of ordinary hours worked during the 12 month period.

23.7.2 Eligibility

This clause shall apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the *Paid Parental Leave Act 2010* (Cth) and who has had 12 months continuous service with Council immediately prior to the commencement of paid leave.

23.7.3 Entitlement to parental leave make-up pay

23.7.3.1 An employee shall be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks.

23.7.3.2 Parental leave make-up pay shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary rate of pay.

23.7.3.3 Requalification period - An employee shall not be entitled to a further period of parental leave make up pay unless the employee has returned to work for Council for at least 3 months since their previous period of parental leave.

23.7.4 Employee's right to choose

23.7.4.1 Employees who have had 12 months continuous service immediately prior to the commencement of primary carer leave or special primary carer leave, may elect to receive paid primary carer leave and / or paid special primary carer leave in accordance with the provisions set out in clauses 23.8 in lieu of the entitlement to parental leave make-up pay under this award.

23.7.4.2 This subclause shall not apply where another employee of Council receives parental leave make-up pay in connection with the pregnancy or birth of the child.

23.7.5 Parental Leave without Pay/Superannuation Entitlement

- 23.7.5.1 Superannuation equivalent to the Superannuation Guarantee Levy shall be paid on any continuous period of unpaid parental leave.

23.8 Paid Primary Carer Leave and Paid Special Primary Carer Leave

- 23.8.1 In accordance with clause 23.7.4 Employee's right to choose, eligible employees may elect to receive paid primary carer leave or paid special primary carer leave in lieu of make-up pay.
- 23.8.2 Paid primary carer leave shall mean leave taken by an employee in connection with the pregnancy or the birth of a child of the employee who is the primary carer of that child. A primary carer is the parent (male or female) with the responsibility to provide primary care to the child during normal business hours or during the absence of their partner. The person who is the primary caregiver, must hold such responsibilities from the birth of the child. The responsibilities of the primary caregiver are not transferrable from partner to partner. One parent only shall be deemed the primary caregiver. Paid primary carer leave consists of an unbroken period of leave.
- 23.8.3 Paid special primary carer leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where they suffer illness related to their pregnancy, and they are not then on paid primary carer leave; provided that a medical practitioner certifies such leave to be necessary before their return to work.
- 23.8.4 An employee shall be entitled to a total of 9 weeks paid primary carer leave or special primary carer leave on full pay; or 18 weeks paid primary carer leave or special primary carer leave on half pay; or paid primary carer leave or special primary carer leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.
- 23.8.5 The employee may choose to commence paid primary carer leave before the expected date of the birth.
- 23.8.6 Annual leave, long service leave, unpaid primary carer leave and any accumulated time in lieu may be taken in conjunction with paid primary carer leave and special primary carer leave, subject to Council approval, provided that the total period of leave does not exceed 104 weeks.
- 23.8.7 Employees may take periods of annual leave and long service leave during unpaid parental leave at half pay, provided the total period of all leave does not exceed 104 weeks.
- 23.8.8 The period of paid primary carer leave and special primary carer leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
- 23.8.9 Paid primary carer leave may not be extended beyond the first anniversary of the child's birth.
- 23.8.10 Payment for paid primary carer leave and special primary carer leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid primary carer leave or special primary carer leave.
- 23.8.11 Paid primary carer leave and paid special primary carer leave shall be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken

either paid primary carer leave or annual or long service leave on half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of leave at half pay on a proportionate basis.

23.8.12 Notice of intention to take paid primary carer leave

23.8.12.1 The employee must: provide Council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice. The employee must also advise Council in writing of their intention to take paid primary carer leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.

23.8.12.2 The employee must provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid primary carer leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.

23.8.13 The employee will not engage in any other form of paid work during the period of paid primary carer leave without the approval of the General Manager.

23.9 Supporting Parent Leave

An employee who is a supporting parent shall be entitled to up to ten (10) days paid leave; five (5) of which will be taken from sick leave balance, at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months' continuous service with Council immediately prior to the commencement of their supporting parent leave.

23.10 Adoption Leave

23.10.1 Eligibility

This clause applies to an employee who is entitled to adoption-related leave under the *Fair Work Act 2009* (Cth).

23.10.2 Pre-adoption Leave

23.10.2.1 An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the *Fair Work Act 2009* (Cth) is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.

23.10.2.2 An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:

23.10.2.3 Single continuous period of up to 2 days; or

23.10.2.4 Any separate periods to which the employee and Council agree.

23.10.3 Adoption Leave

23.10.3.1 An employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to up to 4 weeks paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption.

23.10.3.2 Paid adoption leave must not extend beyond 4 weeks of the date of placement of the child.

23.10.3.3 This subclause shall not apply where an employee of Council receives parental leave make-up pay in connection with the adoption of the child.

23.11 Other paid leave

23.11.1 Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by Council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify Council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give Council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

An employee required to attend for jury service during a period of annual leave shall, on application and on production of satisfactory evidence, be credited with annual leave at a subsequent date, for the period during which the employee would have been on annual leave had the employee not been on jury service.

23.11.2 Union Training Leave

Council shall agree to release employees to attend an accredited trade union training course with pay and such agreement shall not unreasonably be withheld.

23.11.3 Union Conference Leave

Accredited delegates to the union's annual conferences shall be granted paid leave for the duration of the conference provided that Council's operational requirements are met and the union notifies Council of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

23.12 Bereavement leave

23.12.1 Subject to this clause, where an employee, other than a casual, is absent from duty because of the death of a person and provides satisfactory evidence to the employer of such, the employee shall be entitled to bereavement leave as follows:

23.12.1.1 Up to four days paid bereavement leave upon the death of a member of the employee's immediate family; or

23.12.1.2 Up to two days paid bereavement leave upon the death of a member of the employee's extended family;

23.12.2 For the purposes of this clause, immediate family shall mean the following:

23.12.2.1 a spouse or de facto partner of the employee;

23.12.2.2 a child of the employee;

23.12.2.3 a parent of the employee;

23.12.2.4 a sibling of the employee;

23.12.2.5 a grandchild of the employee;

23.12.2.6 a child of the spouse or de facto partner of the employee;

23.12.2.7 a parent of the spouse or de facto partner of the employee;

23.12.2.8 a sibling of the spouse or de facto partner of the employee;

23.12.2.9 a grandchild of the spouse or de facto partner of the employee; or

- 23.12.2.10 a member of the employee's extended family living in the same domestic dwelling as the employee.
- 23.12.3 For the purposes of this clause, extended family shall mean the following:
- 23.12.3.1 a niece of the employee;
- 23.12.3.2 a nephew of the employee;
- 23.12.3.3 an uncle of the employee;
- 23.12.3.4 an aunt of the employee;
- 23.12.3.5 a grandparent of the employee;
- 23.12.3.6 a grandparent of the spouse or de facto partner of the employee; or
- 23.12.3.7 the spouse or de-facto partner of the employee's child (son in law or daughter in law).
- 23.12.4 The employer may grant an employee additional bereavement leave if satisfied that extenuating circumstances exist.
- 23.12.5 Bereavement Entitlements for Casual Employees
- 23.12.5.1 Subject to providing satisfactory evidence to the employer, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person as provided in clauses 23.12.1 to 23.12.4.
- 23.12.5.2 The casual employee is not entitled to any payment for the period of non-attendance.
- 23.12.5.3 The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual employee are otherwise not affected.
- 23.13 Emergency services leave
- 23.13.1 Council will release employees who are registered members of New South Wales Emergency Service Organisations (including NSW Fire & Rescue, NSW Rural Fire Service & NSW State Emergency Service) to participate in declared emergency events without loss of ordinary pay or entitlements subject to such release not jeopardising Council's ability to maintain its core services.
- 23.13.2 The releasing of such employees shall be subject to the following:
- 23.13.2.1 The release of the employee from duty, either by the appropriate supervisor or, when such supervisor cannot be contacted, the rostered Duty Officer.
- 23.13.2.2 The subsequent submission of appropriate certification duly signed by an authorised officer of the emergency organisation detailing particulars of the employee's participation in the event.
- 23.14 Leave without pay
- 23.14.1 Periods of leave without pay, shall be taken at a time mutually convenient to Council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave, annual leave or an employee's entitlement to parental leave

make-up pay. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.

- 23.14.2 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

23.15 Domestic / Family Violence leave

23.15.1 General Principle

Goldenfields Water recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Goldenfields Water is committed to providing support to staff that experience family violence.

23.15.2 Definition of Family Violence

The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

23.15.3 General Measures

- 23.15.3.1 Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse and a Family Violence Support Service or Lawyer.

- 23.15.3.2 All personal information concerning family violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

- 23.15.3.3 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence.

- 23.15.3.4 Goldenfields Water will identify contact/s in the organisation who will be trained in family violence and privacy issues, for example training in family violence risk assessment and risk management. Goldenfields Water will advertise the name of the contact within the Council.

- 23.15.3.5 An employee experiencing family violence may raise the issue with their immediate supervisor or the HR contact. The supervisor may seek advice from HR if the employee chooses not to see the HR contact.

- 23.15.3.6 Where requested by an employee, HR contact will liaise with the employee's supervisor on the employee's behalf and will make a recommendation on the most appropriate form of support to provide in accordance with subclause 22.15.4 and 22.15.5 below.

- 23.15.3.7 Goldenfields Water will develop guidelines to supplement this clause, and which details the appropriate action to be taken in the event that an employee reports family violence.

23.15.4 Leave

An employee experiencing family violence will have access to twenty (20) days per year (non-accumulative) of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval. Additional leave may be granted at the discretion of the General Manager.

- 23.15.4.1 An employee who supports a person experiencing family violence may take Carer's Leave to accompany them to court, to hospital, or to mind children.

23.15.5 Individual Support

- 23.15.5.1 In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, Goldenfields Water will approve any reasonable request from an employee experiencing family violence for:

- i. Changes to their span of hours or pattern or hours and/or shift patterns;
- ii. Job redesign or changes to duties;
- iii. Relocation to suitable employment within the company.
- iv. A change to their telephone number or email address to avoid harassing contact;
- v. Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

- 23.15.5.2 An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence. An employee that discloses to People & Culture or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

23.16 Special Leave

- 23.16.1 Council may grant special leave, either with pay or without pay, to an employee for a period as determined by Council to cover any specific matter approved by Council, including but not limited to:

- 23.16.1.1 leave for victims of family and domestic violence, as per clause 23.15;
- 23.16.1.2 leave for engaging in a voluntary emergency management activity;
- 23.16.1.3 compassionate leave for employees facing unforeseen circumstances such as injury or terminal illness; or
- 23.16.1.4 leave to attend to duties as a member of the Australian Defence Force.

- 23.16.2 Periods of leave without pay shall not be regarded as service for the purpose of computing entitlements under this Award. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.

- 23.16.3 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

23.17 Health and Wellbeing

- 23.17.1 The parties to the Award recognise that workplace health and wellbeing programs can lead to positive outcomes such as improved employee work performance and productivity, improved employee recruitment and retention, reduced absenteeism, and other benefits.

- 23.17.2 An employee may, with the consent of Council, take up to two (2) days paid leave per calendar year from their accrued sick leave balance to participate in a health and/or wellbeing activity, subject to the following:

- 23.17.2.1 the granting of paid leave under this clause is at the discretion of Council; and
 - 23.17.2.2 the taking of paid leave under this clause must not result in the employee having an accumulated sick leave balance of less than two (2) weeks; and
 - 23.17.2.3 the employer may require proof of participation in the health and/or wellbeing activity to justify payment under this clause.
- 23.17.3 Council commits to fund the action items as set out in the Health and Wellbeing Strategy. The strategy shall remain up to date and be reviewed in consultation with employees and unions. The Strategy shall continue to include Council's ongoing commitment to employee's health and wellbeing.

24. Flexibility for Work and Family Responsibilities

- 24.1 Council and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. Council shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.
- 24.2 Flexible work and leave arrangements include but are not limited to:
- 24.2.1 Make up time;
 - 24.2.2 Flexi time;
 - 24.2.3 Time in lieu;
 - 24.2.4 Leave without pay;
 - 24.2.5 Annual leave;
 - 24.2.6 Part-time work;
 - 24.2.7 Job share arrangements;
 - 24.2.8 Variations to ordinary hours and rosters;
 - 24.2.9 Purchased additional annual leave arrangements;
 - 24.2.10 Remote work arrangements (e.g. working from home arrangements); and
 - 24.2.11 Arrangements to accommodate breastfeeding women.
- 24.3 The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

25. Phased Retirement

- 25.1 In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, councils are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- 25.2 Examples of flexible work and leave arrangements include:
- 25.2.1 Part-time work;
 - 25.2.2 Flexi time;
 - 25.2.3 Leave without pay;

- 25.2.4 Job sharing arrangements;
 - 25.2.5 Variations to ordinary hours and rosters;
 - 25.2.6 Job redesign; and
 - 25.2.7 Purchased additional annual leave arrangements.
- 25.3 The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either Council or the employee.

26. Part-Time Employment

- 26.1 A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 19, Hours of Work of this Award.
- 26.2 Prior to commencing part-time work Council and the employee shall agree upon the conditions under which the work is to be performed including:
- 26.2.1 The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - 26.2.2 The nature of the work to be performed.
 - 26.2.3 The rate of pay as paid in accordance with this Award.
- 26.3 The conditions may also stipulate the period of part-time employment.
- 26.4 The conditions may be varied by consent between the employer and the employee.
- 26.5 The conditions or any variation to them must be in writing and retained by Council. A copy of the conditions and any variations to them must be provided to the employee by the Council.
- 26.6 Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
- 26.7 In such cases Council and the employee shall agree upon the conditions, if any, of return to full-time work.
- 26.8 A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 19, Hours of Work of this Award, the provisions of Clause 20, Overtime, shall apply.
- 26.9 Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 26.10 Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- 26.11 A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

27. Casual Employment

- 27.1 A casual employee shall mean an employee engaged on a day to day basis.

- 27.2 A casual employee shall be entitled to a minimum four (4) hours of ordinary pay for any period of work.
- 27.3 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 19, Hours of Work.
- 27.4 Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by clause 20.1.3 of the Award. The penalties are calculated on the ordinary hourly rate.
- 27.5 Casual employees who work outside the relevant spread of hours identified at clause 19.1.3 are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- 27.6 Subject to clause 19.1.3, a casual employee will not be offered to work overtime in a position held by a permanent employee of Council, if such permanent employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 19.1.3.
- 27.7 In addition to the amounts prescribed by subclause 27.3 of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid parental leave prescribed in Clause 23.7. Casual loading is not payable on overtime.
- 27.8 Casual employees engaged on a regular and systematic basis shall:
- 27.8.1 Have access to annual assessment under Council's salary system.
- 27.8.2 Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on Council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- 27.9 A casual employee shall not replace an employee of Council on a permanent basis.
- 27.10 Carer's entitlements shall be available for casual employees as set out in clause 23.2.8.
- 27.11 Bereavement entitlements shall be available for casual employees as set out in Clause 23.15, except that the provisions will be extended to benefit same sex partners.

28. Job Share Employment

- 28.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- 28.2 Job sharing shall be entered into by agreement between Council and the employees concerned.
- 28.3 Such agreement shall be referred to the consultative committee for information.
- 28.4 Council and the job sharers shall agree on the allocation of work between job sharers.
- 28.5 The ordinary hours of work of the position shall be fixed in accordance with Clause 19, Hours of Work of this Award.
- 28.6 The job sharers in conjunction with Council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- 28.7 In the absence of a job sharer the remaining job sharer(s) may be required by Council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.

- 28.8 In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- 28.9 A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 19, Hours of Work of this Award the provisions of Clause 20, Overtime, shall apply.
- 28.10 Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- 28.11 Job sharers shall have access to all provisions of this Award including training and development.
- 28.12 Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
- 28.13 An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 28.14 A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- 28.15 In the event of a job sharer vacating the position Council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- 28.16 The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the Council.

29. Junior and Trainee Employment

29.1 General

29.1.1 The rates of pay specified in Band 1 / Level 1 are actual not minimum rates.

29.1.2 Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

29.2 Junior employment

29.2.1 The rates of pay as provided in Band 1 / Level 1 are payable to juniors (15-18 years old).

29.2.2 A junior employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.

29.2.3 Progression along the scale is automatic up to and inclusive of T4, according to the employee's age. Once an employee reaches the age of 18, the scale for the employee will provide a minimum of T4 commencement and an additional increment for each year of achieving successful completion of study.

29.3 Trainee employment and apprenticeships

29.3.1 The rate of pay as provided for in Band 1 / Level 1 are payable to employees undertaking entry level training.

29.3.2 An employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.

29.3.3 Progression along the scale is not automatic but is subject to successful completion of appropriate training modules and satisfactory service.

29.3.4 Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.

29.3.5 In addition to the vocational training direction, Council shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:

29.3.5.1 The term of the apprenticeship;

29.3.5.2 The course of studies to be undertaken by the apprentice;

29.3.5.3 The course of on-the-job training to be undertaken by the apprentice.

29.4 School based apprentices

29.4.1 The object of sub-clause 29.4. of this clause is to assist persons who are undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school-based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

29.4.2 The hourly rates for school-based apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1 / Level 1 by 38 in accordance with Clause 19, Hours of Work.

29.4.3 For the purpose of subclause (28.4.2), where a school-based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.

29.4.4 School based apprentices progress through the rates of pay set out in Band 1 / Level 1 subject to successful completion of appropriate training modules and satisfactory service.

29.4.5 Except as provided by this Award, school-based apprentices are entitled to pro rata entitlements of all other conditions of employment.

29.5 Government funded traineeships

29.5.1 The objective of sub-clause 28.5 of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.

29.5.2 The system is neither designed nor intended for those who are already trained and job ready.

29.5.3 Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Award.

29.5.4 Except as in hereinafter provided, all other terms and conditions of this Award shall apply.

29.5.5 This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and Council shall be bound by a training agreement made in accordance with this Award and shall not operate unless this condition is met.

29.5.6 A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority.

- 29.5.7 Council shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- 29.5.8 Council shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- 29.5.9 Training shall be directed at:
- 29.5.9.1 The achievement of key competencies required for successful participation in the workplace and / or
 - 29.5.9.2 The achievement of competencies required for successful participation in an industry.
- 29.5.10 Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme shall not be given approval. An application for approval of a Traineeship Scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.
- 29.5.11 Sub-clause 29.5 of this clause does not apply to apprentices.
- 29.5.12 Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any council bound by this Award, except in relation to ATS or CST trainees who commenced a traineeship with Council before the Council was bound by this Award.
- 29.5.13 Trainees shall not displace existing employees from employment.
- 29.5.14 Trainees shall only be engaged in addition to existing staff positions and employment levels.
- 29.5.15 The provisions of subclause (29.5.14) above do not apply to the engagement of Indigenous trainees and trainees paid at Band 1 / Level 1 of the Award. This subclause shall not be used to reduce the core number of employees at a council.
- 29.5.16 A trainee shall be engaged on a full-time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant council and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. This clause shall not restrict a council's ability to engage a trainee under a school-based traineeship.
- 29.5.17 Council shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
- 29.5.18 Where Council chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- 29.5.19 A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with Council on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.

- 29.5.20 The trainee shall be permitted to be absent from work without loss of continuity of employment and / or wages to attend the training in accordance with the Traineeship Agreement.
- 29.5.21 Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with Council for the purposes of this Award or any other legislative entitlements.
- 29.5.22 Wages
- 29.5.22.1 The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this Award.
- 29.5.22.2 The trainee wage rates contained in this Award are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

30. Training and Development

- 30.1 The parties to this Award recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
- 30.1.1 Developing a more highly skilled and flexible workforce
- 30.1.2 Providing employees with opportunities through appropriate education and training to acquire additional skills and
- 30.1.3 Removing barriers to the utilisation of skills in accordance with Council's training plans.
- 30.2 All employees shall have reasonable and equitable access to education and training, such education and training shall:
- 30.2.1 Be consistent with Council's training plan
- 30.2.2 Enable employees to acquire the range of skills they are required to apply in their positions
- 30.2.3 Enhance employees' opportunities for mobility through Council's organisation structures, through participation in Council's training plans.
- 30.3 Training Plan and Budget
- 30.3.1 Council shall develop a training plan and budget consistent with:
- 30.3.1.1 The current and future skill requirements of Council.
- 30.3.1.2 The size, structure and nature of the operations of Council.
- 30.3.1.3 The need to develop vocational skills relevant to Council and the Local Government industry.
- 30.3.2 In developing the training plan, Council shall have regard to corporate, departmental and individual training needs.
- 30.3.3 The training plan shall be designed in consultation with the consultative committee.
- 30.3.4 The training plan shall provide for the assessment and recognition of employee's current competencies where possible.

- 30.3.5 Selection of participants to receive Council required training in accordance with Council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- 30.4 If an employee is required by Council to undertake training in accordance with Council's training plan:
- 30.4.1 Council shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
- 30.4.2 Where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which Council will grant paid leave to attend such course requirements shall be specified in the training plan;
- 30.4.3 Council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
- 30.4.4 Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
- 30.4.5 Reasonable travel arrangements shall be agreed; and
- 30.4.6 Where an employee is required to complete major assignment(s) Council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- 30.5 Council may grant an employee undertaking a course consistent with Council's training plan, although not Council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave Council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.
- 30.6 Development of a Competency Based Training System
- 30.6.1 The parties to the Award are committed to the development of a competency based system of vocational education and training for local government. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.
- 30.6.2 The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:
- 30.6.2.1 That competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;
- 30.6.2.2 That competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry;
- 30.6.2.3 That accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms;
- 30.6.2.4 That certification provides employees with formal recognition of the competencies they have achieved and demonstrated.
- 30.7 Continuing Professional Development

30.7.1 Employees who are required to either hold professional qualifications or complete further professional qualifications and whose positions are evaluated in Band 3 or Band 4 of this Award, shall have access to continuing professional development (CPD) that is consistent with the training plan for their position as follows:

- (i) 10 hours per annum, or
- (ii) in accordance with legislated CPD requirements, whichever is the greater.

Nothing in this clause prevents an employer and employee from agreeing to additional CPD training.

30.8 Professional Accreditation Schemes

30.8.1 Where a Goldenfields Water employee is required to hold or participate in an accreditation or registration scheme specific to their profession, Goldenfields Water shall:

- i. Pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and;
- ii. Grant leave, without loss of pay, to attend course requirements.

31. Consultative Committees

31.1 Aim

The parties to the Award are committed to consultative and participative processes. There shall be a consultative committee at Council which shall:

31.1.1 Provide a forum for consultation between Council and its employees;

31.1.2 Positively co-operate in workplace reform to enhance the efficiency and productivity of Council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

31.2 Size and composition

31.2.1 The size and composition of the consultative committee shall be representative of Council's workforce and agreed to by Council and the local representatives from the unions which are parties to this Award, and such agreement shall not be unreasonably withheld.

31.2.2 The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at Council.

31.2.3 Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

31.3 Scope of consultative committees

31.3.1 The functions of the consultative committee shall include, but is not limited to:

- 31.3.1.1 Award implementation
- 31.3.1.2 Training
- 31.3.1.3 Consultation with regard to organisation restructure

- 31.3.1.4 Job redesign
- 31.3.1.5 Salary systems
- 31.3.1.6 Communication and education mechanisms
- 31.3.1.7 Performance management systems
- 31.3.1.8 Changes to variable working hours arrangements for new or vacant positions
- 31.3.1.9 Local government reform
- 31.3.1.10 Proposed variations to leaseback vehicle arrangements.

31.3.2 The consultative committee shall not consider matters which are being or should be processed in accordance with Award clause 33 Grievance and Disputes Procedures.

31.4 Meetings and support services

31.4.1 The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to Council should note the dissenting views.

31.4.2 The consultative committee shall meet as required.

31.5 Employee nominations

Employees shall nominate employee representatives on the Consultative Committee.

31.6 Appointment and promotion

31.6.1 Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:

- 31.6.1.1 Request in writing the reasons as to why they were not appointed; and
- 31.6.1.2 Upon such request Council shall provide the reasons in writing.

32. Term Contracts

32.1 A Council may only employ a person on a term contract of employment in the following situations:

- 32.1.1 For the life of a specific task or project that has a definable work activity, or
- 32.1.2 To perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or
- 32.1.3 To perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is not longer than is reasonably necessary to undertake recruitment for the vacant position, or
- 32.1.4 To temporarily replace an employee that is on approved leave, secondment, workers compensation or acting in a different position, or
- 32.1.5 To undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution, or
- 32.1.6 To trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area, or

32.1.7 To perform the duties associated with a vacant position during the intervening period between when Council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;

32.1.8 To accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions).

33. Grievance and Dispute Procedures

33.1 Right to representation

During the procedure, the employee(s) may be represented by their union, or its local representative or other support person; and Council represented by Local Government NSW or other representative.

33.2 Delegate access to management

The union delegate where prior approval is sought shall have reasonable opportunity to discuss disputes with management and employees without loss of pay. Such approval will not be unreasonably withheld.

33.3 Procedure

A grievance or dispute shall be dealt with as follows:

33.3.1 The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.

33.3.2 A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.

33.3.3 If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.

33.3.4 If the matter remains unresolved the General Manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.

33.3.5 Where the matter remains unresolved, it may be referred to the employee's union or representative and by the General Manager or other authorised officer to the Association for further discussion between the parties.

33.4 Industrial Registrar

The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.

33.5 Status Quo during negotiation

During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

33.6 Role of IRC

The Parties agree the powers of the Commission including conciliation and arbitration will be utilised should a dispute remain unresolved.

34. Disciplinary Procedures

34.1 Employee's rights

Notwithstanding the procedures below, an employee shall:

- 34.1.1 Have access to their personal files and may take notes and / or obtain copies of the contents of the file.
- 34.1.2 Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.
- 34.1.3 Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- 34.1.4 Be entitled to request the presence of a union representative and / or the involvement of their union at any stage.
- 34.1.5 Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

34.2 Employer's rights and obligations

Notwithstanding the procedures contained below, Council shall:

- 34.2.1 Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - 34.2.1.1 Suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
 - 34.2.1.2 If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
 - 34.2.1.3 The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
 - 34.2.1.4 Council shall not unreasonably refuse an application for paid leave under this provision.
 - 34.2.1.5 By agreement an employee may be transferred to another position or place of work.
- 34.2.2 Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- 34.2.3 Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- 34.2.4 In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 37, Termination of Employment of this Award.
- 34.2.5 Be entitled to request the presence of a union representative at any stage.

34.3 Procedures

- 34.3.1 Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct

and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of Council.

34.3.2 Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

34.3.3 Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of Council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

34.3.4 If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.

34.3.5 If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.

34.3.6 All formal warnings shall be in writing.

34.3.7 Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

34.4 Penalties

After complying with the requirements above, Council may:

34.4.1 Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.

34.4.2 Suspend an employee without pay from work for a specified period of time.

34.4.3 Terminate the employment of the employee.

35. Work Health and Safety

35.1 Statement of Intent

The parties to the Award are committed to co-operating positively to:

35.1.1 Promote the safety and welfare of workers and other people in the workplace;

35.1.2 Eliminate unsafe work practices;

35.1.3 Proactively consult with workers regarding decisions that affect their health, safety and welfare; and

35.1.4 Ensure that employers and employees understand and comply with their obligations under the *Work Health and Safety Act 2011* (NSW), *Work Health and Safety Regulation 2011* (NSW) and associated codes of practice.

35.1.5 Further information and resources are available from the following organisations:

35.1.6 Safe Work Australia: www.safeworkaustralia.gov.au.

35.2 Accommodation and shelter

Council shall make appropriate provision for employees with regard to accommodation and shelter and shall satisfy the provisions of the Work Health and Safety Act and Regulations.

35.3 Provision of equipment and uniforms

All safety equipment and compulsory uniforms will be provided by Council free of charge and be replaced on the basis of fair wear and tear.

35.4 Inclement weather

Council will provide all employees required to work outdoors in wet weather with suitable wet weather clothing. Council further undertakes to provide gainful employment for staff at all times; and guarantees that no employee will be stood down as a result of inclement weather.

35.5 Specific provisions

35.5.1 Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.

35.5.2 All new graders, loaders, backhoes, trucks and rollers shall be fitted with air conditioning where practicable.

35.5.3 Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.

35.5.4 The employer shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.

35.5.5 Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.

35.5.6 Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.

35.5.7 No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.

35.5.8 Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by Council to an agreed amount.

35.5.9 In the case of extreme and unusual weather conditions which could be assessed as hazardous Council will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.

35.6 Labour Hire and Contract Businesses

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

- 35.6.1.1 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 Council for the purpose of such staff performing work or services for that other council.
- 35.6.1.2 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 a Council to provide a specified service or services or to produce a specific outcome or result for that council which might otherwise have been carried out by that Council's own employees.
- 35.6.2 If Council engages a labour hire business and/or a contract business to perform work wholly or partially on Council's premises, Council shall do the following (either directly, or through the agency of the labour hire or contract business):
- 35.6.2.1 Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 35.6.2.2 Provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- 35.6.2.3 Provide employees of the labour hire business and/ with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 35.6.2.4 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.
- 35.6.3 Nothing 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*.
- 35.6.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Award.
- 35.6.5 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.

36. Workplace Bullying

- 36.1 The parties to the Award are committed to:
- (a) eliminating bullying in the workplace; and
- (b) pursuing legislative change to give the Industrial Relations Commission of New South Wales the power to make any order it considers appropriate (other than an order requiring payment of a pecuniary penalty amount) to prevent workers from being bullied at work.
- 36.2 'Bullying' shall mean conduct at work where a person or group of people repeatedly act unreasonably towards an employee or group of employees, and that behaviour creates a risk to health and safety.
- 36.2.1 Bullying behaviour may involve, but is not limited to, any of the following types of behaviour:

- (i) Aggressive, threatening or intimidating conduct;
- (ii) Belittling or humiliating comments;
- (iii) Spreading malicious rumours;
- (iv) Teasing, practical jokes or ‘initiation ceremonies’;
- (v) Exclusion from work-related events;
- (vi) Unreasonable work expectations, including too much or too little work, or work below or beyond an employee’s skill level;
- (vii) Displaying offensive material; and
- (viii) Pressure to behave in an inappropriate manner.

36.3 Reasonable management action carried out in a reasonable manner shall not constitute bullying behaviour.

36.3.1 Examples of reasonable management action may include, but are not limited to:

- (i) Performance management practices;
- (ii) Disciplinary action for misconduct;
- (iii) Informing an employee about unsatisfactory work performance or inappropriate work behaviour;
- (iv) Directing an employee to perform duties in keeping with their job;
- (v) Maintaining reasonable work goals and standards;
- (vi) Legitimately exercising a regulatory function; and
- (vii) Legitimately implementing a council policy or administrative process.

Where bullying behaviour is alleged, the grievance and dispute procedures of clause 33 will apply.

37. Termination of Employment

37.1 An employee in Operational Band 1 or the Administrative/Technical Trades Band shall give to Council 2 weeks’ notice of their intention to terminate their employment.

37.2 The notice of intention to terminate for an employee in Professional/Specialist Band 3 or Executive Band 4 of the Award shall be the same as that required of an employer in subclause (37.5) of this clause.

If no such notice is provided, Council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Award.

37.3 Council and an employee may agree to a shorter period of notice for the purpose of this subclause.

37.4 In cases of serious misconduct, Council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (37.5) shall not apply.

37.5 Council shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

Employee's Period of Continuous Service	Period of Notice
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

37.6 The provision of this clause shall be read subject to the provisions of Clause 38, Workplace Change and Redundancy, of this Award.

38. Workplace Change and Redundancy

38.1 Council's Duty to Notify

38.1.1 Where Council (the General Manager) has made a decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.

38.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of Council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

38.2 Council's Duty to Discuss Change

38.2.1 Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses 38.1.1 and 38.1.2 of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and / or their union in relation to the changes and may reconsider its original decision.

38.2.2 The discussion shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in subclause 38.1.1 and 38.1.2 of this clause.

38.2.3 For the purposes of the discussion, Council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

38.3 Discussion Before Termination

38.3.1 Where Council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause 38.1.1 and 38.1.2 of this clause and that decision may lead to the termination of employment, Council shall hold discussions with the employee directly effected and with the union to which they belong.

38.3.2 The discussion shall take place as soon as it is practicable after the Council has made a definite decision which shall invoke the provision of Clause 38.3.1 of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.

38.3.3 For the purposes of the discussion, the Council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the Council shall not be required to disclose confidential information the disclosure of which would adversely affect Council.

38.4 Notice to Centrelink

Where a decision has been made to terminate employees, Council shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

38.5 Notice of Termination

38.5.1 Five weeks' notice to terminate or pay in lieu thereof shall be given.

38.5.2 Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:

38.5.2.1 Three (3) months' notice of termination or

38.5.2.2 Payment in lieu of the notice in sub-Clause 1 above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

38.5.2.3 Notice or payment of notice under this Clause shall be deemed to be service with Council for the purposes of calculating leave entitlements under this Award.

38.6 Redundancy

38.6.1 This subclause shall apply where an employee is terminated due to redundancy. Council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within Council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

38.6.2 In addition to any required period of notice, and subject to subclause 38.5 of this Clause, the employee shall be entitled to severance pay as follows:

In the event of an employee's service being terminated due to redundancy, Severance Pay shall be calculated on the basis of the following:

Completed Years Service with Council	Entitlement
Less than one year	Nil
One year and less than two years	Five weeks pay
Two years and less than three years	Nine weeks pay
Three years and less than four years	Thirteen weeks pay
Four years and less than five years	Sixteen weeks pay
Five years and less than six years	Nineteen weeks pay
Six years and less than seven years	Twenty two weeks pay
Seven years and less than eight years	Twenty five weeks pay
Eight years and less than nine years	Twenty eight weeks pay
Nine years and less than ten years	Thirty one weeks pay
Ten years and less than eighteen years	Thirty four weeks pay
Eighteen years and thereafter	Two weeks pay per year of service, no maximum

39. Council Agreements

- 39.1 The parties agree to review operations at Council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of Council and its employees.
- 39.2 The terms of any agreement reached between the parties shall substitute for the provisions of the Award provided that:
- 39.2.1 The extent of the agreement shall be limited to the Award's Clause 13, Payment of Employees; Clause 16 subclause 16.9, Travelling Clause 19, Hours of Work; Clause 20, Overtime, Clause 21, Holidays; Clause 26, Part time Employment; and Clause 28, Job Share Employment.
- 39.2.2 The agreement does not provide less than the entry level rates of pay;
- 39.2.3 The agreement is consistent with the *Industrial Relations Act* 1996 (NSW) and current wage fixing principles; and
- 39.2.4 The agreement shall be processed in accordance with subclause 39.3 of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in Clause 39.2.1 above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.
- 39.3 A Council Agreement shall be processed as follows:
- 39.3.1 The unions shall be notified prior to the commencement of negotiations;
- 39.3.2 The agreement has been genuinely arrived at by negotiation without compulsion;
- 39.3.3 The agreement shall be committed to writing and shall include a date of operation and a date of expiration;
- 39.3.4 Council and the appropriate union(s) shall sign the agreement and a copy sent to the Association;
- 39.3.5 Any party to a Council Agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.

40. Savings and Transitional

- 40.1 No net detriment or reduction in ordinary rate of pay

No employee shall suffer a net detriment as a result of implementation of this Award nor shall an employee suffer a reduction in their ordinary rate of pay as a result of any transfer to Council's salary system.

Salary system implementation

- 40.1.1 In the instance where the parties to the Award agree that a new Salary Structure or Salary Progression process is required, if the new structure and progression guidelines have not been implemented and an annual assessment of an employee has not been undertaken by Council, then an employee will be able to progress to the next salary step automatically if the employee has available steps in their range within the old structure. Once an evaluation is complete and if identified that an employee does not meet the progression criteria then the appropriate training may be undertaken to meet that skill level. Council will backdate increases that are determined from the implementation of the Salary Structure to either the appropriate date identified for the utilisation of the Skills, or to the commencement of this Award, whichever is appropriate.

40.1.2 The parties to the Award shall be involved in all aspects of the process of developing and implementing the Progressional Guidelines for the Skill Structure. Further variations to the Progression Guidelines will only be effected after consultation with the parties to the Award.

41. Employee Loyalty/Attendance Bonus

41.1 Qualification

41.1.1 An employee must have a Sick Leave balance equal to or greater than the following on the day immediately prior to their anniversary date:

41.1.1.1 38 hour employee - 570 hours

41.1.1.2 35 hour employee - 525 hours

41.1.2 An employee, upon reaching the required minimum balance set out in Subclause 41.1.1.1 or 41.1.1.2 may request to be paid an amount of money that is the equivalent to 50% of their annual Sick Leave entitlement for that year, always ensuring their total bank does not reduce below the required minimum.

41.2 Procedure

41.2.1 A written application is required for all claims to be provided within 30 days after the employee's anniversary date.

41.2.2 If an application is not made within 30 days after their anniversary date the leave entitlement will be credited to the employees balance and no payment request can be made for that year other than by written application to the General Manager.

The payment, when requested within the required time, will be made as a one off payment.

PART B

Annexure - TABLE 1 - PAY RATES & ALLOWANCES PER WEEK

Part 1- Pay Rates				Rate per Week (\$) from 1st pay after			
Band	Level			Salary	1-Jul-23	1-Jul-24	1-Jul-25
				S40	3730.05	3860.61	3976.42
				S39	3603.90	3730.04	3841.94
				S38	3482.03	3603.91	3712.02
				S37	3364.27	3482.02	3586.48
				S36	3250.52	3364.29	3465.22
				S35	3140.60	3250.52	3348.04
				S34	3034.40	3140.60	3234.82
				S33	2931.78	3034.39	3125.42
				S32	2832.78	2931.92	3019.88
				S31	2736.86	2832.64	2917.62
				S30	2644.32	2736.87	2818.98
				S29	2555.29	2644.72	2724.06
				S28	2468.45	2554.84	2631.49
3	4			S27	2385.31	2468.79	2542.86
				S26	2314.56	2395.57	2467.44
4		1		S25	2245.77	2324.37	2394.10
				S24	2172.16	2248.18	2315.63
				S23	2101.86	2175.43	2240.69
				S22	2033.38	2104.55	2167.69
3			3	S21	1967.54	2036.40	2097.49
				S20	1895.13	1961.46	2020.30

				S19	1824.25	1888.09	1944.74
				S18	1755.61	1817.06	1871.57
2 & 3	3 & 2			S17	1689.61	1748.74	1801.21
				S16	1629.60	1686.64	1737.24
				S15	1572.00	1627.02	1675.83
				S14	1516.77	1569.85	1616.95
				S13	1463.32	1514.54	1559.98
2 & 3		2 & 1		S12	1411.62	1461.02	1504.85
				S11	1364.91	1412.68	1455.06
				S10	1318.51	1364.66	1405.60
				S9	1287.07	1332.12	1372.09
1	4			S8	1256.91	1300.90	1339.92
2			1	S7	1243.52	1287.04	1325.65
				S6	1207.84	1250.12	1287.62
				S5	1168.31	1209.20	1245.48
1		3		S4	1129.68	1169.22	1204.29
				S3	1098.70	1137.16	1171.27
				S2	1066.96	1104.30	1137.43
1	2			S1	1036.28	1072.55	1104.73
		T10		T10	1288.19	1333.28	1373.28
		T9		T9	1243.52	1287.04	1325.65
		T8		T8	1190.68	1232.36	1269.33
		T7		T7	1137.78	1177.60	1212.93
		T6		T6	1086.82	1124.86	1158.61
		T5		T5	1010.26	1045.62	1076.99
		T4 -18 years of age or over or HSC		T4	882.22	913.10	940.49
		T3 - 17 years of age		T3	754.41	780.81	804.23
		T2 - 16 years of age		T2	641.26	663.71	683.62
		T1- 15 years of age		T1	513.68	531.66	547.61
Part 2 Allowances							
Arranged & Emergent Work Treatment Plants					\$320.18	\$331.38	\$341.33
On Call - per week					\$546.39	\$565.51	\$582.48
Duty Officer - per week					\$874.10	\$904.69	\$931.84
Duty Officer - "Second Call" - per week					\$68.31	\$70.70	\$72.82
Meal Allowance - per meal					\$30.22	\$31.28	\$32.22
Disability Allowance (cl 15.5.1.1) - per hour					\$0.49	\$0.51	\$0.52
Disability Allowance (cl 15.5.1.2) - per hour					\$0.85	\$0.88	\$0.90
Living Away From Home Allowance - Operational Works					\$52.25	\$54.08	\$55.70
Living Away From Home Allowance - Compulsory Training					\$31.35	\$32.45	\$33.42
First Aid Allowance - per week					\$15.05	\$15.57	\$16.04
Tool Allowance - per week					\$30.25	\$31.31	\$32.25
Clause 15.8 Vehicle Allowance							
Under 2.5 litres					\$0.81 p.km		
2.5 litres and over					\$0.95 p.km		

D. SLOAN, *Commissioner*

ROADS AND MARITIME SERVICES (TRAFFIC SIGNALS STAFF) AWARD 2019

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023

E. ROBINSON, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9062	23 October 2020	9 September 2019	389	6
C9296	10 September 2020	1 July 2021	390	404
C9607	20 March 2023	1 July 2022	393	1605
C9786	8 December 2023	1 July 2023	395	1670

AWARD

PART A

SECTION ONE - APPLICATION AND OPERATION

1. Title

This Award will be known as the Roads and Maritime Services (Traffic Signals Staff) Award 2019. The terms of this Award will apply to Traffic Signals Staff employed as members of the Transport Service in the RMS Group.

2. Arrangement

Clause No. Subject Matter

PART A

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4. Purpose of this Award
5. Area, Incidence and Duration
6. No Extra Claims
7. Grievance Resolution
8. Dispute Settlement Procedure
9. Consultation
10. Anti-Discrimination

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APPENDIX B - Glossary of Terms

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3. Definitions

- 3.1 "RMS" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the *Government Sector Employment Act 2013* to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act 2002* was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this Award, references to "RMS" refer to the business of the Roads and Maritime Services rather than to the employer).

- 3.2 "Staff" shall mean the Traffic Signals classifications set out in Part B, Monetary Rates, employed as members of the Transport Service in the RMS Group.
- 3.3 "ETU" shall mean the Electrical Trades Union of Australia, New South Wales Branch.
- 3.4 "RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.
- 3.5 "Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988*.

4. Purpose of This Award

- 4.1 The main purpose of this Award is to ensure that the Transport Service, the staff in the RMS Group and the ETU are committed to continually improving all areas of the Transport Service to achieve lasting customer satisfaction and increased productivity.
- 4.2 RMS is totally committed to improving the way in which it performs its operations to ensure it meets customers' needs.
- 4.3 This Award is made on the understanding that the salaries and conditions existing for employees at the date on which this Award takes effect shall not be reduced merely as a consequence of the coming into operation of this Award.

5. Area, Incidence and Duration

- 5.1 This Award will be known as the Roads and Maritime Services (Traffic Signals Staff) Award 2019.
- 5.2 This Award applies to Traffic Signals Staff employed within the Traffic Signals classification set out in Part B, Monetary Rates as members of the Transport Service in the RMS Group.
- 5.3 This Award:
- (a) Rescinds and replaces the Roads and Maritime Services (Traffic Signals Staff) Award 2017 published 9 February 2018 (382 I.G. 491).
 - (b) Comes into effect on 1 July 2019 and will remain in force until 30 June 2022.
- 5.4 Salary and allowance adjustments provided for in this Award are as follows:
- (a) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2019;
 - (b) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2020;
 - (c) salaries will increase by 2.04% from the first pay period commencing on or after 1 July 2021;
 - (d) salaries will increase by 2.53% from the first pay period commencing on or after 1 July 2022;
 - (e) salaries will increase by 4% from the first pay period commencing on or after 1 July 2023;
 - (f) allowance items in part B table 2 will be increased in accordance with variations made via Treasury Circulars and Schedule B amended as required.
- 5.5 The parties bound by the Award are the:
- (a) The Secretary of the Department of Transport as head of the Transport Service; and
 - (b) Electrical Trades Union of Australia, New South Wales Branch.

- 5.6 The parties agree to begin negotiations for a new award at least six months prior to the expiration of this Award.

6. No Extra Claims

- 6.1 Other than as provided for in the *Industrial Relations Act 1996*, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.
- 6.2 Notwithstanding subclause 6.1, the parties to this Award commit to further discussions, in good faith, on claims made during the bargaining of this Award. Subclause 6.1 will not prevent the parties from having these discussions.
- 6.3 The parties to this Award acknowledge that the intention of subclause 6.2 is to facilitate discussions during the term of the Award.
- 6.4 The terms of subclause 6.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.
- 6.5 The terms of subclause 6.1 do not prevent the parties from taking any proceedings before the NSW Industrial Relations Commission with respect to the review of classifications in Appendix B, and determining the rates of pay associated with any proposed changes in those classifications. This subclause 6.5 will expire on 30 June 2024.
- 6.6 Variations made with the agreement of the parties are not prohibited by this clause.

7. Grievance Resolution

- 7.1 Grievance resolution
- (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
- (i) relate to a perceived denial of an entitlement
 - (ii) relate to a perceived lack of training opportunities
 - (iii) involve a suspected discrimination or harassment.
- (b) RMS has grievance resolution policy, guidelines and procedures which should be observed when grievances arise because of this Award and can be found on the Transport intranet.
- (c) While the policy, guidelines and procedures are being followed, normal work will continue.

8. Dispute Settlement Procedure

- 8.1 Dispute settlement
- (a) A dispute is defined as a complaint or difficulty which affects one or more staff member(s). A dispute may relate to a change in the working conditions of a group of staff which is perceived to have negative implications for those staff.
- (b) It is essential that management and the ETU consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the ETU is contrary to the intention of these procedures.

- (i) If a dispute arises in a particular work location which cannot be resolved between a staff member or their representative and the supervising staff, the dispute must be referred to RMS's Manager of the Industrial Relations Section or another nominated officer who will then arrange for the issue to be discussed with the ETU.
- (ii) If the issue cannot be resolved at this level, the issue must be referred to senior management.
- (iii) If the issue cannot be resolved at this level, the issue must be referred to the Industrial Relations Commission of New South Wales.
- (iv) While these procedures are continuing, no work stoppage or any other form of work limitation shall occur and the status quo existing prior to the dispute shall remain.
- (v) The ETU reserves the right to vary this procedure where a safety factor is involved.

8.2 Disputes relating to Work Health and Safety

- (a) RMS and Traffic Signals Staff are committed to the *Work Health and Safety Act 2011* (NSW), and other relevant statutory requirements at all times.
- (b) When WH&S risk is identified or a genuine safety factor is the source of dispute:
 - (i) Staff have a duty to notify RMS of the risk through their Work Health and Safety Committee, and
 - (ii) To allow RMS a reasonable amount of time to respond.
 - (iii) RMS has a duty to address the issue identified, and
 - (iv) Report on the issue within a reasonable timeframe
- (c) The notification of WorkCover without allowing RMS a reasonable amount of time to respond to the issue is a breach of the legislative provisions.
- (d) RMS respects the right of staff to refuse to continue work owing to a genuine safety issue.
- (e) The unions and wages staff acknowledges that the creation of an industrial dispute over a WH&S matter that is not legitimate is a breach under section 268 of the *Work Health and Safety Act 2011* (NSW).

9. Consultation

- 9.1 Pursuant to the provisions contained in this subclause, there shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the Employer, ETU and Employees.
- 9.2 The Employer is committed to consultation on workplace policies and such policies will continue to have effect until such time as the Employer amends, replaces or rescinds policy.
- 9.3 Employer to Notify
 - (a) Where the Employer intends to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer undertakes to notify the employees who may be affected by the proposed changes and the relevant Branch or State Secretary of the ETU.
 - (b) Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required, the

elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or relocation or transfer of employees to other work or locations, the restructuring of jobs, changes to the working arrangements of Employees, changes to employment conditions (for example, due to legislative or regulatory change), the use of contractors to perform work normally performed by employees covered by this Award and the legal or operational structure of the business.

9.4 Employer to Consult

- (a) The Employer undertakes to discuss with the Employees affected and the ETU in good faith the introduction of any change referred to in subclause 9.3, the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on Employees and to give prompt consideration to matters raised by the Employees and/or the ETU in relation to the changes.
- (b) The discussion shall commence as early as practicable and before the Employer has made a final decision to adopt and implement any changes referred to in subclause 9.3. For the purposes of such discussion, the Employer undertakes to provide in writing to the Employees concerned and the ETU, appropriate relevant information about such changes including the nature of the proposed changes, what they are intended to achieve and the expected effects of the changes on Employees.
- (c) The Employees will be given an opportunity and sufficient time in which to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (d) The Employer will genuinely consider and respond in writing to any feedback provided by Employees and the Employer Representatives.
- (e) Where, subject to the provisions of this Clause, the Employer makes a final decision to implement change in the workplace and the ETU disagrees with that decision, subject to there being no stoppage of work as a result of the decision of the Employer, the ETU may refer the matter in dispute to the NSW Industrial Relations Commission for conciliation and/or arbitration in accordance with Clause 8 of this Award.
- (f) Provisions regarding consultation in the context of contracting out are contained in Clause 36 of this award.

9.5 The parties to this award will be able to nominate representatives to attend all advisory groups created by the Roads and Maritime Service (Wages Staff) Award 2019 (as varied from time to time).

10. Anti-Discrimination

- 10.1 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.
- 10.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the Award, which by its terms or operation, has a direct or indirect discriminatory effect.
- 10.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

10.4 Nothing in this clause is to be taken to effect:

- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) Offering or providing junior rates of pay to persons under 21 years of age;
- (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

NOTES

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

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

This Award is made on the understanding that the salaries and conditions existing for employees at the date on which this Award takes effect shall not be reduced merely as a consequence of the coming into operation of this Award.

SECTION TWO - TERMS OF EMPLOYMENT AND RELATED MATTERS

11. Employment Categories

11.1 General terms

- (a) Employment is by the fortnight for full-time and part-time staff.
- (b) RMS will pay all staff fortnightly by electronic funds transfer into a bank or other approved financial institution.
- (c) RMS and the ETU recognise that all Staff will perform work as specified by RMS. RMS will regard any unreasonable failure to perform this work requirement as a refusal to perform duties. RMS's disciplinary policy will be followed in such cases.
- (d) Staff must carry out duties that:
 - (i) they have the skills, competence, training and qualifications to undertake
 - (ii) are within the classification structure of this Award
 - (iii) do not promote de-skilling.
- (e) RMS will not require a staff member to work in an unsafe or unhealthy environment or in breach of any statutory or regulatory requirement.
- (f) Employment of full-time and part-time staff can be terminated by RMS with the following periods of notice dependent upon the years of "continuous service":
 - (i) up to three years' service 2 weeks' notice

- (ii) more than three years but less than five years' service at least 3 weeks' notice
- (iii) more than 5 years' service at least 4 weeks' notice with a loading of one week on the applicable period where the staff member is over 45 years and has at least 2 years completed years of continuous service with RMS as at the date of termination.

11.2 Part-time employment

- (a) Staff may be employed on a part time basis subject to the needs of RMS and in accordance with its policies and procedures for permanent and part-time staff.
- (b) Staff may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under any duress to move from full-time to part-time work, or vice versa.
- (c) Part-time staff will be employed as required.
- (d) If it is essential that part-time staff work extra hours, the extra hours will be paid at the following rates:
 - (i) ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties
 - (ii) appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.
- (e) Individual working arrangements will be:
 - (i) agreed between RMS and the staff member concerned
 - (ii) set out in a written agreement signed by both parties and approved by the appropriate Branch Manager
 - (iii) able to be varied at any time by negotiation between the parties.
- (f) The salaries and conditions of employment for part-time staff will be based on a pro-rata application of salaries and conditions of employment contained in this Award for full-time staff performing similar duties.
- (g) RMS will notify the ETU prior to the employment of part time staff.

11.3 Promotion criteria

- (a) All promotion from one grade to another will be on the basis of merit and be subject to the existence of a vacancy.
- (b) Selection shall be in accordance with RMS Recruitment, Selection and Appointment Procedure or equivalent.

SECTION THREE - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

12. Working Hours

- 12.1 A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:

- (a) a 20 day, 4 week cycle, with 19 working days of 8 hours each, and 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO"); or
 - (b) a 10 day, 2 week cycle with 9 working days of 8 hours 27 minutes each, and 0.89 hours per day accrues as an entitlement to take two days off per four weeks as a Paid Accrued Day Off (ADO) which must be taken to accommodate operational requirements.
- 12.2 A 4 day week may be implemented as an alternative to the work cycles in 12.1, if approved by management, subject to operational requirements, and if endorsed by the relevant local consultative group prior to implementation. The work cycle may be arranged as equal days of 9 hours 30 minutes each or another pattern that averages 38 hours worked per week, and will enable an entitlement to take four days off per four weeks as a Paid Accrued Day Off (ADO) which must be taken to accommodate operational requirements.
- 12.3 These hours to be worked Monday to Friday inclusive with working hours each day between 6.00am and 5.30pm.
- 12.4 The commencing times operating at the various RMS offices at the time of implementing this clause shall not be changed without consultation with staff.
- 12.5 Staff who attend RMS conferences, attend training organised by RMS or who sit for an examination on their ADO will have another day off in lieu.
- 12.6 Where the ADO falls on a public holiday, the next working day will be taken as the ADO.
- 12.7 By agreement with RMS an alternate day in the four week cycle may be taken as the ADO. The conditions of this Award will apply to the alternate nominated ADO.
- 12.8 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.
- 12.9 Staff who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.
- 12.10 Staff who have either:
- (a) not worked a complete four-week cycle, or
 - (b) are regarded as not having worked a complete four-week cycle according to 12.1 above
- receive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.
- 12.11 Staff may be required to work on their ADO for the following reasons:
- (a) to allow other staff to be employed productively to carry out maintenance outside of ordinary working hours
 - (b) because of unforeseen delays to a particular project (or part)
 - (c) emergency or other unforeseen circumstances on a project.
- 12.12 Staff may be required to work on a programmed ADO. If staff work on a programmed ADO they are:
- (a) given at least five (5) working days notice of the change
 - (b) not paid penalty payments

- (c) permitted to take an alternate day off in the work cycle
- 12.13 Staff required to work on their ADO without the notice period outlined in subclause 12.12 and who are not provided with an alternate day off will be paid at Saturday overtime rates.
- 12.14 Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.
- 12.15 The conditions in 12.4 - 12.12 above also apply to continuous shift workers.
- 12.16 Staff on shift work shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.
- 12.17 Changes to work cycles
- (a) If following the working of a particular work cycle for 12 months or more, RMS proposes to implement an alternative to the normal working week as set out in subclause 12.1 or return to the normal working week set out in subclause 12.1, RMS will engage in a consultation process in accordance with clause 8 (Dispute Settlement Procedure).
 - (b) In addition to any obligation on the parties to consult as set out in clause 8 (Dispute Settlement Procedure), RMS will provide information to the affected Employees on the need for the change and the rationale for the proposed change based on business needs.
 - (c) At any stage in the consultation process, either party may raise the issue as a grievance or a dispute in accordance with clause 8.1 (Dispute Settlement).
 - (d) During this period of consultation regarding a proposed change in work cycle, or in the event a party notifies the other of a dispute concerning the proposed change, the status quo will remain unless recommended or ordered otherwise by the New South Wales Industrial Relations Commission. For this purpose "status quo" means the work cycle in place immediately prior to the proposed change.
 - (e) Subclause 12.17 will not apply in circumstances where changes to a work cycle are required for a short term to respond to a fire, flood, storm or other emergency situation.
- 12.18 On Call Allowance
- (a) Employees are paid an on-call allowance when directed to be on-call.
 - (b) When on-call Employees are required:
 - (i) to be available outside of ordinary working hours,
 - (ii) to respond to an emergency/breakdown situation in a reasonable time agreed with the Employer, and
 - (iii) to remain in a fit state, unimpaired by the effects of alcohol or drugs.
 - (c) Employees who are on-call are not required to remain at their permanent residence but must be able to be contacted immediately.
 - (d) The rate of the on-call allowance is set out at Table 2 of Part B.
 - (e) Employees who are on-call are not entitled to a disturbance allowance.
 - (f) The provisions of this clause do not apply where a Salaried Employee is already in receipt of payment representing compensation for regularly being on standby or on-call, which is paid as part of the Employee's salary or as a separate allowance.

13. Shift Work

13.1 General

- (a) For the purpose of this clause:
 - (i) "Afternoon shift" means a shift on which ordinary time finishes after 6.00pm and at or before midnight
 - (ii) "Night shift" means a shift on which ordinary time finishes after midnight and at or before 8.00am commences at or before 4.00am.
- (b) Staff engaged on shift work will be allowed a minimum of 10 hours between shifts except:
 - (i) at change of shifts when a minimum of 8 hours will be allowed, or
 - (ii) in cases of unavoidable necessity.
- (c) If RMS instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be:
 - (i) paid double time until they are released from duty
 - (ii) entitled to be absent, without loss of pay for ordinary working time, until they have completed 10 consecutive hours off duty.
- (d) The conditions in (c) above also apply to shift workers except that 8 hours will be substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters
 - (ii) where shift workers do not report for duty and day workers or shift workers are required to replace them
 - (iii) where a shift is worked by arrangement between staff themselves.
- (e) In addition to salaries to which they are entitled under this Award, staff on afternoon and/or night shift are paid an additional 15 percent for each ordinary afternoon or night shift performed on week days.
- (f) All time worked:
 - (i) between 11.00pm and 12.00 midnight Friday
 - (ii) between 12.00 midnight Sunday and 7.00am Mondayis paid a shift loading of 15 percent of the ordinary rate of pay.
- (g) "Sunday time" is:
 - (i) time worked between 12.00 midnight on Saturday and 12.00 midnight Sunday
 - (ii) paid at double time rate.

- (h) "Saturday time" is:
 - (i) time worked between 12.00 midnight on Friday and 12.00 midnight on Saturday
 - (ii) paid at the rate of time and a half (the time which forms part of the ordinary hours of the week continues to be taken into consideration for the calculation of overtime).
- (i) Staff employed under this clause and working a six or seven-day week three-shift roster are credited with an additional five days recreation leave per annum. This leave accrues at the rate of 5/12 of a day for each complete month that an officer so works.

13.2 Short term shiftwork of up to 2 weeks duration for construction or maintenance works

- (a) Staff required to work shift work will be given at least 48 hours notice. If shift hours are changed, staff will be notified by the finishing time of their previous shift.
- (b) Shift work will be worked between:
 - (i) Sunday to Thursday inclusive, or
 - (ii) Monday to Friday inclusive.
- (c) Working hours and payment for shifts are:
 - (i) Single shifts:
 - no longer than 8 hours, and
 - paid at time and a half.
 - (ii) Single shifts are worked after 6:00 pm and finish before 6:00 am.
 - (iii) For shifts worked between Sunday and Thursday, Sunday shifts are normal shifts that start before midnight Sunday.
 - (iv) For shifts worked between Monday and Friday, Friday shifts are normal shifts that start before and end after midnight Friday
 - (v) Two shifts: - worked between 6.00 am and midnight or as agreed with RMS, and
 - paid at time and a quarter
 - (vi) Three shifts: - with the third (night) shift being seven hours and 17 minutes
 - paid at time and a quarter.
- (d) Staff who are employed during normal working hours are not allowed to work afternoon or night shifts except at overtime rates.
- (e) Work in excess of shift hours, Sunday to Thursday or Monday to Friday (other than public holidays) will be paid double time.
- (f) Time worked on a Saturday, Sunday or public holidays will be paid at overtime rates, provided that:
 - (i) Friday shifts referred to in subclause 13.2 (c)(iv) will be paid at ordinary shift rates
 - (ii) Sunday shifts referred to in subclause 13.2 (c)(iii) will be paid at ordinary shift rates after midnight Sunday.

- (g) If staff work a shift of less than five continuous days and:
 - (i) it is not due to the actions of staff they will be paid overtime rates
 - (ii) it is due to the actions of the staff they will be paid normal shift rates.
- (h) If a shift exceeds four hours, staff will be allowed and paid 30 minutes crib time on each shift.
- (i) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- (j) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- (k) Staff who do not work a complete four week cycle will receive pro-rata accrued entitlements for each shift (or part of a shift) worked.
- (l) Local management and staff will agree on the:
 - (i) arrangements for ADOs during the 20 shift cycle
 - (ii) accumulation of ADOs (maximum of five).
- (m) Once ADOs have been rostered they must be taken unless RMS requires a staff member to work in emergencies.

14. Overtime

14.1 General

- (a) Overtime will be paid only for work performed in excess of the normal working hours per day which is specifically directed by an authorised officer.
- (b) Overtime is used to allow essential work to be carried out which, due to its character or special circumstances, cannot be performed during normal working hours. It is not an optional work pattern.
- (c) Overtime will be kept to a minimum and other work arrangements such as shift work should be considered before overtime is undertaken.
- (d) Overtime will be paid at the following rates:
 - (i) first two hours
 - time and a half
 - (ii) after the first two hours
 - double time
 - (iii) all work on Saturday
 - time and a half for the first two hours and
 - double time after the first two hours
 - (iv) all work on Sunday

- double time
- (v) all work on a public holiday
 - double time and a half
- (e) Staff who are required to attend work on a Saturday, Sunday public holiday, picnic day or ADO will be paid for at least four hours work at the appropriate overtime rate.
- (f) Overtime is not payable for:
 - (i) any period of work that is less than a quarter of an hour
 - (ii) time taken as a meal break (except as provided for in 13.1(j))
 - (iii) time spent travelling outside normal hours.
- (g) If staff work overtime on a Saturday, Sunday or public holiday, they may apply for leave in lieu of payment for all or part of their entitlement calculated at the appropriate overtime rate. This is provided that:
 - (i) the application for leave in lieu of payment is made within two working days of their work on a Saturday, Sunday or public holiday
 - (ii) leave in lieu is taken at the convenience of RMS
 - (iii) leave in lieu is taken in multiples of a quarter of a day
 - (iv) the maximum period of the leave in lieu for a single period of overtime is one day
 - (v) leave in lieu is taken within one month of approval to take leave in lieu, except for work performed on a public holiday which may, at the election of staff, be added to annual leave credits
 - (vi) Staff are paid for the balance of any entitlement not taken as leave in lieu.
- (h) Overtime will not be paid for attending activities which principally benefit the staff member concerned and only indirectly benefit RMS. Such activities may include:
 - (i) conferences of professional bodies
 - (ii) lectures conducted by educational institutions
 - (iii) self-nominated training activities.
- (i) Staff required to work two hours or more overtime after their normal ceasing time are entitled to:
 - (i) 30 minutes for a meal or crib break without loss of pay, after the first 2 hours, and
 - (ii) a similar time allowance for each additional 4 hours of overtime worked.
 - (iii) To qualify for the above allowance staff must continue to work after their allowed break.
 - (iv) Staff required to work past 12 noon on Saturday are entitled to a 30 minute meal break, without loss of pay between 12 noon and 1 pm.
- (j) Staff working overtime and supervising other staff will be paid the same penalties as those under their control.

- (k) RMS may require staff to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to the staff member's health and safety;
 - (ii) the staff member's personal circumstances including any family and carer responsibilities
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by RMS regarding the working of overtime, and by the officer of their intention to refuse the working of overtime; or
 - (v) any other relevant matter.

14.2 Call-outs

- (a) Staff recalled to work overtime:
 - (i) having ceased normal duty (whether notified before or after leaving the premises)
 - (ii) are paid for a minimum of four hours work at the appropriate rate for each time they are recalled
 - (iii) will not be required, except in unforeseen circumstances, to work the full four hours if the job is completed within a shorter period.
 - (iv) within four hours of the normal commencing time and return home prior to the commencement of normal duties will be entitled to the minimum payment of four hours overtime.
- (b) Subclause 14.2(a) does not apply where:
 - (i) it is customary for staff to return to the workplace to perform a specific job outside ordinary working hours
 - (ii) the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) Overtime worked on a call-out where the actual time worked is less than three hours on such recall or on each of such recalls shall not be regarded as overtime for the purposes of 10 consecutive hours off duty as outlined in subclause 14.3 below.
- (d) Despite 14.2(c), where a staff member:
 - (i) is called out on two or more occasions, and each recall is less than three hours duration, and the timing of the callouts means that the staff member does not have a sufficient amount of sleep meaning that he or she will not be in a fit state to attend work, the staff member should discuss with their supervisor to delay their commencement of duty to ensure that the staff member has sufficient rest. *Prior to commencement of ordinary hours following the overtime worked, managers must refer to the Fatigue Management Policy*
 - (ii) The staff member should be given sufficient additional rest time except in cases of emergency where the staff member is required for duty.
 - (iii) When additional rest time is granted to a staff member, they will be paid at ordinary rates for the period that they are absent from work.

- (iv) Should RMS not be able to grant the staff member additional rest time in accordance with subclause 14.2(d)(i) and the staff member is required to attend for duty, no additional penalty payment will be made. Penalty payments will only be made where sub clause subclause 14.3 comes into operation.

14.3 Rest break between shifts after overtime

- (a) Staff required to work after finishing a shift without a break of 10 consecutive hours before their next starting time are entitled to be absent from duty for 10 consecutive hours without deduction of pay.
- (b) Staff required to commence duty before the expiration of the 10 hour break will be paid double time for the time worked.
- (c) The provisions of (a) and (b) above also apply to shift workers who rotate from one shift to another by substituting "10 hours" with "8 hours":
 - (i) for the purpose of changing shift rosters
 - (ii) where a shift worker does not report for duty
 - (iii) where the shift worked by arrangement between staff.

SECTION FOUR - WAGES, ALLOWANCES AND RELATED MATTERS

15. Compensatory Travel Leave and Payments

- 15.1 Staff are entitled to claim ordinary time payment or compensatory leave (if RMS approves) when RMS directs them to travel in connection with official business:
 - (a) to and/or from somewhere other than their normal headquarters
 - (b) outside normal working hours.
- 15.2 Staff travelling on a day where they are not required to work may claim for time spent in travelling after 7.30am.
- 15.3 Staff travelling on a day where they are required to work may claim for time spent travelling before the normal start time or after the normal finishing time, provided that:
 - (a) the normal time for the trip from home to headquarters and return is deducted from travelling time
 - (b) periods of less than ¼ hour on any day are disregarded
 - (c) travelling time does not include any travel between 11.00pm on one day and 7.30am on the following day when staff have travelled overnight and accommodation has been provided
 - (d) travelling time is calculated on the basis of reasonable use of the most practical and economical means of transport
 - (e) travelling time does not include travelling for a permanent transfer which:
 - (i) has increased salary
 - (ii) is for disciplinary reasons
 - (iii) is made at the staff member's request.

- (f) travelling time does not include travel by ship on which meals and accommodation are provided.
- 15.4 When a staff member qualifies for the benefit of Travelling Time, necessary waiting time is to be counted as Travelling Time calculated as follows:-
- (a) Where no overnight stay is involved:
- (i) 1 hour shall be deducted from the time of arrival and the commencement of work.
- (ii) 1 hour shall be deducted from the time of ceasing work and the time of departure for home, headquarters or another work centre.
- (b) Where overnight accommodation is provided:
- (i) Any time from the completion of arrival until the time of departure shall not count as travelling time unless
- work is performed on the day of departure
- waiting time less one hour shall be allowed.
- (ii) Where no work is done on the day of departure waiting time less one hour after normal starting time until time of departure shall be allowed.

16. Salaries

- 16.1 For a detailed list of the salaries of staff, refer to Part B, Monetary rates.
- 16.2 For the purposes of this Award:
- (a) the weekly rate will be calculated by dividing the annual salary by 52.17857
- (b) the hourly rate will be calculated by dividing the weekly rate by 38.
- (c) the salary rates listed in Part B are inclusive of a 1.35% annual leave loading.

17. Minimum and Maximum Payments

- 17.1 Staff who attend for duty and:
- (a) who are not required shall receive five hours pay unless 12 hours notice was given personally that they were not required
- (b) who commence work shall receive 7 hours pay.

18. Incremental Progression

- 18.1 Staff will be entitled to incremental progression within a grade after 12 months satisfactory service and conduct on each step-in grade.
- 18.2 RMS may withhold an increment or reduce a staff member's salary on the basis of the staff member's:
- (a) inefficiency
- (b) misconduct in an official capacity.
- 18.3 RMS will provide staff with written reasons for withholding an increment or reducing their salary within 30 days of the increment being due, or of the reduction taking effect.

- 18.4 Periods of leave without pay where the total period of absence in any one year is greater than 5 days will not count as service when determining increments.

19. Higher Duties Relief

- 19.1 When RMS has directed a staff member to relieve in a higher graded position and the staff member performs the normal duties of the position, the staff member will be paid an allowance to the first year salary rate of the position for the full period of relief
- 19.2 If a staff member performs the duties of a higher graded position for 260 days either continuously or not they shall:
- (a) be paid the next higher rate of pay for the position
 - (b) be paid the next higher rate of pay for the position on the completion of a further 260 days relief either continuously or non-continuously.
- 19.3 Periods of relief of less than 5 working days shall not be counted in the above.
- 19.4 All time acting in a higher grade position, except when less than 5 continuous working days, shall be recognised for determining the appropriate salary when promoted to that grade.
- 19.5 If a staff member acts in a position more than one grade above their position the period of relief will only be recognised in determining the appropriate salary when promoted to the grade immediately above them.
- 19.6 Public Holidays falling within the period of relief shall be paid at the higher rate provided the staff member works in the higher grade on the day before and after the Public Holiday.

20. Salary and Grade Appeals

- 20.1 Staff may apply to RMS, through their Branch/Section Manager, for an:
- (a) increase in salary in excess of the rate of salary provided in this Award
 - (b) alteration in the grade to which the staff member is appointed.
- 20.2 Staff may appeal to RMS if they:
- (a) are dissatisfied with a decision of RMS
 - (i) in respect of the staff member's salary or grade
 - (ii) in respect of any other matter under Part 7 of the Industrial Relations Act 1996 (NSW)
 - (b) do not exercise their rights before the Industrial Relations Commission by forwarding a Notice of Appeal to RMS within 30 days of being advised of the decision to be appealed. The Notice will set out the grounds for appeal.
- 20.3 RMS will hear the appeal and allow the staff member to either:
- (a) attend the appeal and present the case, or
 - (b) arrange for their representative to present the case.

21. Allowances and Expenses

- 21.1 Meals on Journeys that do not require Overnight Accommodation

- (a) Staff who travel on official business and who do not need to stay temporarily at a place other than their home, will be paid an allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award.
 - (i) breakfast
 - when RMS requires them to start travelling at or before 7.00am. and return after 9.00 am.
 - (ii) an evening meal
 - when the RMS requires them to travel before 6.30pm and return is after 6.30pm.
 - (iii) lunch
 - when, due to the journey, travel commences before 1 pm and return is after 2pm
- (b) The allowances will not be paid to staff unless:
 - (i) travel is outside their headquarters in the Sydney, Newcastle, Wollongong Transport Districts.
 - (ii) other staff travel at least 25 km from their headquarters.
- (c) A meal allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award will be paid when:
 - (i) on the first day a staff member transfers from one work location to another more than 25 km from their headquarters in the same Transport District Headquarters
 - (ii) a staff member attends an evening meeting at a location in the same Transport District 25 km from their headquarters.
- (d) The hours referred to above shall read one hour earlier in respect of staff working at offices or depots which start work at 6.00am.

21.2 Meals on overtime

- (a) A meal allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award will be paid when working overtime:
 - (i) for longer than one and half hours
 - (ii) for working each additional four hours
- (b) When recalled to work a meal allowance will be paid:
 - (i) after working four hours
 - (ii) after each additional four hours worked.
- (c) When recalled to work overtime a crib time of 20 minutes without loss of pay will be allowed for each four hours worked if work continues after the break.

21.3 Private motor vehicle allowances

- (a) If staff do not wish to use their private motor vehicles for RMS business, under no circumstances can they be required to do so.

- (b) Staff may use their private motor vehicle on official RMS business only if:
 - (i) there is no RMS vehicle, or public or other transport available and
 - (ii) the use of the private motor vehicle is essential for the economic performance of the staff member's duties
 - (iii) the use is authorised in advance.
- (c) Staff will be paid the:
 - (i) RMS business rate
 - for use of a private vehicle on RMS business
 - (ii) Specified journey rate
 - for use of private vehicle for transport to a temporary work location
 - for the approved use of a private vehicle on RMS business when a RMS vehicle or public transport is available, but the staff member chooses and prior approval is given to use the private vehicle.
- (d) The rates of motor vehicle allowances will be published separately by RMS.
- (e) If staff are entitled to the cost of rail travel, but choose to use their private motor vehicle, they will be reimbursed the equivalent cost of the rail fares (including sleepers where appropriate).

21.4 Residential course allowances

- (a) Staff who attend residential courses are entitled to allowances.

21.5 Lodging and travelling allowances

- (a) If RMS requires staff to journey away from their headquarters and stay overnight at a place other than home, RMS may:
 - (i) elect to arrange and pay for the accommodation direct to the accommodation provider and;
 - (ii) Reimburse the staff member the appropriate meal and incidental allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award, or
 - (iii) elect to pay actual and reasonable expenses, or
 - (iv) elect to pay full expenses subject to the staff member obtaining prior approval to arrange and pay for the overnight accommodation
- (b) The standard of accommodation for staff is expected to be at a level of 3 star as rated by the NRMA or other recognised accommodation assessors where such standard of accommodation is available.
- (c) In all circumstances staff must be given prior approval to travel.

21.6 Fares to temporary work location

- (a) Staff who take up duty temporarily at a location different than their regular place of work will receive the amount of any additional fares reasonably incurred in travelling to and from the temporary location.

21.7 Relocation expenses

- (a) Staff shall not have their headquarters changed when it is known they will be relocated for less than six months unless they are surplus and have to be absorbed.
- (b) Staff who are relocated to new headquarters are entitled to reimbursement for necessary costs actually incurred in relocating themselves, their dependants and their household to the new headquarters. Unless approved by an RMS Director, this does not apply to staff who relocate:
 - (i) at their own request within two years of starting duty at their previous headquarters
 - (ii) to a new headquarters within 34 km of their previous headquarters
 - (iii) due to official misconduct
 - (iv) at their own request because of ill health or other hardship.
- (c) The reimbursement of actual and necessary relocation costs will include:
 - (i) travel and temporary accommodation on relocation
 - (ii) temporary accommodation at the new headquarters
 - (iii) removal or storage of furniture and effects
 - (iv) conveyancing costs for the sale of the residence at the former location where a new residence or land for a residence is purchased at the new location
 - (v) rental subsidy for increased rental costs at the new location
 - (vi) education costs for dependent children
 - (vii) relocation costs on a staff member's retirement
 - (viii) relocation costs for a staff member's spouse and/or dependant on the death of a staff member (to the point of recruitment or equivalent).

22. Provision of Tools

- 22.1 The salary rates of Traffic Signals staff in Part B takes into account that the tools listed below are provided and adequately maintained by such staff:

Centre punch	Diagonal cutting nippers (insulated, 150mm)
Measuring tape (3m)	Allen keys, metric
Hacksaw	Insulated screwdriver (Phillips No 2, 100mm)
Ball pien hammer (250g)	Screwdriver (Phillips No 0, 75mm)
Multigrips or vise-grip	Insulated screwdriver (Square, 250x10mm)
Knife (Stanley)	Screwdriver (Square, 200 x 8mm)
Universal adjustable wire stripper	Screwdriver (Square, 130 x 6mm)
Combination pliers (insulated)	Screwdriver (Square, 100 x 3mm)
Long-nose pliers (insulated, 150mm)	Shifting spanner (100mm)
	Shifting spanner (200mm)

SECTION FIVE - LEAVE AND PUBLIC HOLIDAYS

23. Public Holidays

- 23.1 This section covers the following gazetted public holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Sunday
- (f) Easter Monday
- (g) Anzac Day
- (h) Sovereign's Birthday
- (i) Labour Day
- (j) Christmas Day
- (k) Boxing Day
- (l) Proclaimed state public holidays

23.2 If the holiday falls on a weekend, no additional payment will be made unless RMS requires staff to work on that day. For further details, refer to clause 13, Shiftwork and clause 14, Overtime.

23.3 Local public holidays

- (a) Staff in country areas may observe up to two local public holidays (or four half days) each year. This applies regardless of whether the local public holidays are:
 - (i) proclaimed (gazetted)
 - (ii) locally agreed.
- (b) Recreation leave and study leave may be taken in conjunction with local public holidays.

23.4 Public service holiday

- (a) Staff observe the Union Picnic Day instead of the Public Service Holiday.
- (b) Staff are entitled to a day's leave with pay on the first Monday in December to attend an annual union picnic. If they are required to work on that day they will be granted a leave day in lieu.

24. Annual Leave

24.1 Annual leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.

24.2 Leave is granted at the discretion of RMS.

24.3 The minimum period of leave that may be claimed is one hour. Any leave claimed in excess of one hour is to be claimed to the nearest one minute.

24.4 Staff employed on seven day continuous shift basis will accrue recreation leave of 2 1/12 days for each completed month to a maximum of 25 days.

24.5 Staff shall wherever practicable, take their annual leave within six months of it becoming due.

24.6 RMS may direct staff to take leave for which they are eligible, provided that:

- (a) RMS gives the staff member at least four weeks' notice of the starting date of the leave.
- (b) as far as practicable, RMS takes the staff member's wishes into account when fixing the time for the leave.

24.7 Employees entitled to accrue up to five days additional annual leave per annum in accordance with subclause 24.4 can cash out the monetary value of the additional leave once in any twelve month period.

25. Long Service Leave

25.1 General

- (a) The entitlement to long service leave is set by the *Transport Administration Act 1988* (NSW).
- (b) Staff who have completed 10 years' service recognised by RMS, are entitled to long service leave of:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days long service leave
- (d) From 1 January 2005, staff who have completed at least 7 years continuous service with the RMS, or as recognised in accordance with paragraphs (g) and (h) below, are entitled to access the long service leave accrual indicated in (b) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) Staff who are employed part-time are entitled to long service leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- (f) Staff who are employed as shift workers are debited the number of working days that fall during the period of leave, which may include a Saturday or Sunday that forms a part of the ordinary roster.
- (g) All previous full-time and part-time service with RMS, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time or part-time basis with RMS.
- (h) Prior service with other NSW Government bodies may also be recognised by RMS in accordance with Part Three, Division 2 and Schedule 2 of the Government Sector Employment Regulation 2014.
- (i) Nothing in paragraphs (g) or (h) above entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

25.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements.

- (a) To determine if staff have completed the required 10 years of service:
 - (i) any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not staff have completed 10 years of service.

- (ii) any period of approved leave taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) Where staff have completed 10 years continuous service with RMS, or as recognised in accordance with subclauses 25.1 (g) and (h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:
 - (i) military service (e.g. Army, Navy or Air Force);
 - (ii) major interruptions to public transport;
 - (iii) periods of leave accepted as workers compensation.
- (c) For staff who have completed 10 years continuous service, or as recognised in accordance with subclauses 25.1 (g) and (h) above, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

25.3 Taking of long service leave

- (a) Subject to RMS approval, staff may take long service leave:
 - (i) at a time convenient to RMS;
 - (ii) for a minimum period of one hour;
 - (iii) at full pay, half pay or double pay.
- (b) If staff take leave at double pay:
 - (i) the long service leave balance is debited the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) the additional payment is made to staff as a taxed, non-superable allowance;
 - (iii) all leave entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (c) If staff take leave at half pay:
 - (i) the long service leave balance will be debited at the rate of half the days/hours taken as long service leave;
 - (ii) recreation leave entitlements will accrue at half the ordinary rate for the days/hours absent from work;
 - (iii) all other entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (d) For staff whose ordinary hours of work are constant, payment is made at the current rate of pay.
- (e) For part-time staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - (i) the past 12 months, or
 - (ii) the past 5 yearswhichever is the greater.

- (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (g) Payments will be increased to reflect any increment action that staff become eligible for while absent on long service leave.
- (h) Staff who take long service leave whilst in service, may choose to be paid fortnightly or in one lump sum in advance of taking leave.

25.4 Sick leave while on long service leave

- (a) Staff are only entitled to claim sick leave that occurs during an absence on long service leave when sick for five or more consecutive working days.
- (b) To claim sick leave, staff must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the long service leave balance is re-credited with:
 - (i) the equivalent period of sick leave if taking leave on a full or half pay basis; or
 - (ii) the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if taking leave on a double pay basis.
- (d) If long service leave is taken at double pay, RMS will recoup any allowance already paid for the period being claimed as sick leave.
- (e) The above apply if staff take long service leave prior to retirement but not long service leave prior to resignation or termination of services.

25.5 Public Holidays while on long service leave

- (a) Public holidays that fall while staff are absent on long service leave are not recognised as long service leave and are not deducted from the long service leave balance.
- (b) Payment for a public holiday is calculated on the ordinary hours of work and paid at single time even if staff have chosen to take long service leave at half-pay or double pay.

25.6 Payment or transfer of long service leave on termination

- (a) Staff who are entitled to long service leave on termination of employment, including retirement, are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) For staff employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) Staff who have at least five years' service as an adult but less than seven years' service, are paid pro-rata long service leave if employment is terminated:
 - (i) by RMS for any reason other than serious and intentional misconduct; or
 - (ii) by staff request in writing on account of illness, incapacity or domestic or other pressing necessity
- (d) In the event (c) applying, any period of leave without pay taken does not count as service.
- (e) Staff who resign and immediately commence employment in another government sector agency or in a related government agency may be entitled to have their existing long service leave

accrual recognised by their new employer pursuant to Schedule 2 of the Government Sector Employment Regulation 2014.

26. Sick Leave

26.1 General

- (a) Staff are eligible for sick leave where it is established that leave is necessary due to ill health.
- (b) Staff are eligible for 15 days' sick leave, fully cumulative in each calendar year.
- (c) If staff are unable to attend work due to illness or injury, they must advise their manager as soon as reasonably practicable, and preferably before starting time:
 - (i) that they are unable to attend work,
 - (ii) the nature of their illness or incapacity; and
 - (iii) the estimated period of absence from work.
- (d) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury. 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.
- (e) Staff absent from duty for more than 2 consecutive working days because of illness must provide a medical certificate to RMS in respect of the absence.
- (f) Staff who take sick leave in excess of 5 uncertified working days in a calendar year will be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (g) 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 may be granted sick leave for the whole period if RMS is satisfied that the reason for the absence is genuine.
- (h) If RMS 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 a medical practitioner for advice.
 - (i) The type of leave granted to the staff member will be determined by RMS based on the medical advice received.
 - (ii) If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- (i) RMS 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.
- (j) Nothing in subclause 26.1 removes the right of RMS to request medical certificates for single day absences where required or from referring the staff member for an independent medical assessment for other reasons as prescribed in RMS's Sick Leave Procedures - Fitness to Continue Assessment or equivalent.

26.2 Additional Special Sick Leave

- (a) Staff are eligible for additional special sick leave if they:

- (i) have at least ten years' service recognised by RMS
 - (ii) have been or will be absent for more than three months, and
 - (iii) have exhausted or will exhaust available paid sick leave.
- (b) Staff who are eligible for additional special sick leave may be granted:
- (i) one calendar month additional special sick leave for each ten years of service; and
 - (ii) an additional ten calendar days less all additional special sick leave previously granted.
- (c) If any special sick leave is taken during service, the entitlement to special sick leave will be reduced by the amount of special sick leave already taken.

27. Family and Community Service Leave

27.1 Staff may be granted family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies as outlined in subclause 27.2. RMS may also grant leave for the purposes as outlined in subclause 27.3. Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave of the staff member.

27.2 Such unplanned and emergency situations may include, but not be limited to, the following;

- (a) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
- (b) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
- (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
- (e) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;

27.3 Family and Community Service Leave may also be granted for;

- (a) 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
- (b) 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.

27.4 Family and community service leave shall accrue as follows;

- (a) 2½ days (19 hours) in the staff member's first year of service;
- (b) 2 ½ days (19 hours) in the staff member's second year of service; and
- (c) One day (7.6 hours) per year thereafter.

- 27.5 Family and community service leave is available to part-time staff on a pro-rata basis, based on the number of hours worked.
- 27.6 Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete, 'per occasion' basis to a staff member to cover the period necessary to arrange or attend the funeral of a family member or relative.
- 27.7 For the purposes of this subclause, 'family' means a staff member's:
- (a) spouse;
 - (b) de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
 - (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
 - (d) parent (including a foster parent or legal guardian);
 - (e) grandparent or grandchild;
 - (f) sibling (including the sibling of a spouse or defacto spouse);
 - (g) same sex partner who they live with as a defacto partner on a bona fide domestic basis; or
 - (h) relative who is a member of the same household where, for the purposes of this definition -
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (iii) 'household' means a family group living in the same domestic dwelling.
- 27.8 Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow staff to provide short-term care or support for a family member who is ill.
- 27.9 Access to other forms of leave is available to staff for reasons related to family responsibilities or community service, subject to approval. These include:
- (a) Accrued recreation leave
 - (b) Leave without pay
 - (c) Time off in lieu of payment for overtime
 - (d) Make up time.
- 27.10 Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- 27.11 A staff member appointed to RMS who has had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.

28. Parental Leave

28.1 Definitions

For the purpose of this clause:

- (a) “Partner” includes a de facto spouse, former spouse or former de facto spouse. The Employee’s de facto spouse means a person who is the Employee’s husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee. For the avoidance of doubt, all the relationships identified in this definition apply regardless of the gender or sex of those in the relationship.
- (b) “Primary Responsibility” means the person who meets the child’s physical needs more than anyone else, including feeding, dressing, bathing and otherwise supervising the child. Only one person at a time can have primary responsibility for the child or children.
- (c) “Miscarriage” means a pregnancy that ceases prior to 20 weeks gestation or, where the number of weeks is unknown, the baby weighed less than 400g.
- (d) “Pre-term birth” means the birth of a live child prior to 36 weeks gestation.
- (e) “Full-term birth” means the birth of a live child at 37 weeks onwards

28.2 Unpaid Parental Leave

Employees after 40 weeks continuous service are entitled to a combined total of 104 weeks unpaid parental leave on a shared basis with their Partner in relation to the birth, adoption or surrogacy birth of their child. Paid parental leave, annual leave and extended leave can be taken within the total period of unpaid parental leave but do not extend the 104 week unpaid parental leave period.

28.3 Paid Parental Leave

- (a) An Employee who has or will have completed not less than 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth) is entitled to up to 14 weeks Paid Parental Leave, provided the Employee has or will have Primary Responsibility for the care of their child (or children) at the time of birth, adoption or surrogacy birth.
- (b) Paid Parental Leave must be taken within 12 months from the date of birth, adoption or surrogacy birth, pregnant Employees may commence leave up to 9 weeks prior to the date of birth.
- (c) Paid parental leave may be taken at full pay, half pay or as a lump sum.
- (d) Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiates their date of return to work with the Employer.

28.4 Paid Other Parent Leave

An Employee who has at least 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth, irrespective of when the Employee elects to take the paid leave under this clause) and who will not have Primary Responsibility for the care of their Child at the time of the birth, adoption or surrogacy birth, is entitled to:

- (a) Up to 2 weeks paid parental leave at the time of the birth, adoption or surrogacy birth when they do not have Primary Responsibility (which may be taken concurrently with the Employee’s Partner); and
- (b) Up to 12 weeks additional paid parental leave within the first 12 months from the date of birth or adoption of the child provided that the Employee assumes Primary Responsibility for the care of the child during the 12 week period; and the Employee’s Partner is not concurrently taking Primary Responsibility for the care of the child.
- (c) Paid other parent leave may be taken at full pay, half pay or as a lump sum

28.5 Simultaneous Unpaid Parental 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 or altruistic surrogacy, from the date of taking custody of the child. The request may only be refused on reasonable grounds. This period is inclusive of the 2 weeks paid other parent leave taken at the time of birth.

28.6 Special. Pre-Term Parental Leave

- (a) Where an Employee or the Partner of an Employee gives birth to a pre-term child (prior to 37 weeks), the parent with Primary Responsibility, who has, or would have if not for the pre-term birth, completed 40 weeks continuous service at the expected due date, is entitled to paid special pre-term parental leave from the date of birth of the child up to the end of 36 weeks.
- (b) Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, paid parental leave of up to 14 weeks will apply to the parent with Primary Responsibility.

28.7 Miscarriage Leave

- (a) Where an Employee or the Partner of an Employee miscarries, an Employee is entitled to five days paid special miscarriage leave on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks' gestation.
- (b) Special miscarriage leave will commence from the date the miscarriage occurs and is to be taken in one continuous block.

28.8 Special Adoption Leave

An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an Employee can elect to charge the period of leave against, extended leave, flex leave or family and community service leave.

28.9 Subsequent Parental Leave – rate of pay

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

- (a) at the rate (full-time or part-time) they were paid before commencing the initial leave if they have not returned to work; or
- (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced their hours during the 24 month period; or
- (c) at a rate based on the hours worked prior to the subsequent period of leave where the Employee has not reduced their hours.

28.10 Alternate Duties

- (a) If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Secretary, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- (b) If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence Maternity Leave, or to access any available leave, for as long

as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born, whichever is the earlier.

28.11 Communication during Parental Leave

- (a) Where Employees are on parental leave and the Employer makes a definite decision to introduce significant change at the workplace, the Employer will take reasonable steps to:
- (b) 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
- (c) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing parental leave
- (d) Employees must take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (e) Employees must notify the Employer of changes of address or other contact details which might affect the Employers' capacity to comply with the requirements of this clause

28.12 Right to Request

- (a) An Employee who has taken parental leave in accordance with this clause may make a request to the Employer to:
 - (i) Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of parental leave on a part-time basis until the child reaches school age;to assist the Employee in reconciling work and parental responsibilities.
- (b) The Employer shall consider all requests made under this clause having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement Employees, loss of efficiency and the impact on customer service.

28.13 Return to Work

- (a) An Employee has the right to their former position if they have taken paid or unpaid parental leave and they resume duty immediately after the approved leave or work on a part time basis,
- (b) If the position occupied by the Employee immediately prior to the taking of paid or unpaid 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 for which they are qualified subject to availability.

28.14 Evidence Requirements

Employees accessing leave under this clause are required to meet the evidence requirements set out in the applicable policy/procedure as varied from time to time.

29. Domestic. and Family Violence

29.1 General Principle

The Employer recognises that Employees may experience domestic and family violence, and that this may have a significant impact on an Employee's health, safety and wellbeing, both at home and in the workplace. The Employer is committed to taking steps to prevent domestic and family violence and supporting Employees who experience domestic and family violence in a manner that takes into account the impacts of the trauma experienced by the Employee and those supporting them.

29.2 Definition of Domestic and Family Violence

- (a) For the purposes of this Award, domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour.
- (b) Domestic and family violence behaviours can include, but are not limited to:
 - (i) physical and sexual violence
 - (ii) verbal abuse and threats
 - (iii) emotional and psychological abuse
 - (iv) financial abuse
 - (v) social isolation
 - (vi) stalking
 - (vii) intimidation
 - (viii) technology facilitated abuse
 - (ix) threats or actual harm to others, pets and/or property.
- (c) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not.
- (d) A family relationship includes people who are related to one another through blood, marriage, de facto partnerships, adoption and fostering relationships, and sibling or extended family and kinship relationships.

29.3 Principles of prevention and response

- (a) The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
 - (i) subject to subclause 0 respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in clause 0 or otherwise) and any associated communication about these supports;
 - (ii) prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;
 - (iii) acknowledge that any actions taken by the Employer may impact Employees and their dependents safety at work and at home;
 - (iv) recognise the Employee's right to confidentiality, as outlined in clause 0, except in instances where the safety of Employees (including other employees not directly experiencing domestic or family violence) must be prioritised;

- (v) train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
 - (vi) provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;
 - (vii) ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;
 - (viii) clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;
 - (ix) acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.
- (b) The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:
- (i) support Employees to access evidence-based behaviour change supports
 - (ii) approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
- (c) The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.

29.4 Leave

- (a) Full time, Part-Time, Temporary and Casual Employees experiencing domestic or family violence will have access to 20 days paid leave for domestic and family violence per calendar year to support the establishment of their safety and recovery.
- (b) Paid domestic and family violence leave will be paid at the Employee's full rate of pay: worked out in relation to the period as if:
- (i) for Employees other than a Casual Employee, the Employee had not taken the period of leave, or;
 - (ii) for a Casual Employee, the Employee had worked the hours in the period that the employee was rostered.
- (c) Domestic and family violence leave will assist Employees to:
- (i) attend medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
 - (ii) organise alternative care or education arrangements for their children,
 - (iii) attend court and other legal proceedings relating to their experience of domestic and family violence, allow time for the employee to seek alternate or safe accommodation,
 - (iv) allow time for the employee to seek alternate or safe accommodation, and
 - (v) undertake other activities that will assist them to establish safety and recover from their experience of domestic and family violence.

- (d) Domestic and Family Violence leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
- (e) Given the emergency context in which this leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- (f) When assessing applications for Domestic and Family Violence leave, the Employer needs to be satisfied on reasonable grounds that domestic and family violence occurred. The Employer may require evidence and should utilise discretion as to whether evidence, or what type of evidence is necessary to be provided and should only require evidence to support the application for domestic and family violence leave in exceptional circumstances.
- (g) An employee providing care and support may access their existing:
 - (i) Family and Community Service leave when providing care and support to a Family Member experiencing domestic or family violence.
 - (ii) Carers leave when providing care and support to a Family Member or a member of the Employees' household.

Care and support may include but is not limited to, accompanying them to legal proceedings, counselling or appointment with a medical or legal practitioner to assist them with relocation, caring for children or fulfilling other carer responsibilities to support the person experiencing domestic or family violence.

29.5 Workplace Domestic and Family Violence Support

- (a) To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for but not limited to:
 - (i) changes to their span or pattern of hours and / or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment with the Employer;
 - (iv) a change to their telephone number and/or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for flexible work arrangements; and
 - (vi) increased security measures in their workplace including entry and egress.
- (b) Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements in accordance with clause 29.5(a), an Employer will not then unreasonably refuse a request from an Employee to maintain change or remove these arrangements.
- (c) The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.

29.6 Protecting the confidentiality of Employees experiencing domestic or family violence

- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence and that a breach of confidentiality may pose a risk to the safety of the Employee and others.

- (b) To protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:
 - (i) adopt a ‘needs to know’ approach to any communications regarding the Employee’s experience;
 - (ii) not store or include any information about the following matters on the Employee’s personnel file or payslip:
 - A. the Employees experience of domestic or family violence
 - B. leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
 - C. support provided by the Employer (under clause 0 or otherwise).
- (c) Any information regarding an Employee’s experience of domestic or family violence, including any domestic and family violence leave or supports provided (under clauses 0, 0 or otherwise), can only be accessed by Executive Director People and Culture Business Partnering.
- (d) The Employee recognises that the Employer’s commitment to, and obligations regarding, confidentiality are subject to:
 - (i) any steps that the Employer must to take to ensure the safety of all Employees
 - (ii) any mandatory reporting requirements.
- (e) Where the Employer does need to disclose confidential information for the reasons outlined in subclause 0, the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made, and support the employee to take practical steps to minimise an associated safety risks.

29.7 When approving leave the Employer will need to be satisfied, on reasonable grounds, that Domestic and Family Violence has occurred and may require evidence presented in the form of:

- (a) an agreed document issued by either Police Force, a Court, a Domestic Violence Support Service or Lawyer; or
- (b) a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or
- (c) a medical certificate.

30. Study and Examination Leave

30.1 Staff are entitled to paid study leave if they are studying a course which:

- (a) is appropriate to their present classification, or
- (b) provides progression or reclassification opportunities relevant to RMS.

30.2 Study leave will be granted on the following basis:

- (a) face-to-face students:
 - (i) half an hour for every hour of lectures, up to a maximum of four hours per week, or
 - (ii) 20 days per academic year, whichever is the lesser

- (b) correspondence students:
 - (i) half an hour for every hour of lecture attendance involved in the corresponding face-to-face course, up to a maximum of four hours per week; or
 - (ii) 20 days per academic year, whichever is the lesser.
- 30.3 To assist staff attempting final examinations in courses for which study leave has been approved and to free them from work immediately prior to an examination, staff will be given a maximum of:
- (a) five days paid examination leave per calendar year for time occupied in travelling to and from and attending the examination
 - (b) half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

31. Military Leave

- 31.1 Staff who are part-time members of naval, military (including 21st Construction Regiment) or air force reserves will be eligible for military leave each 12 months commencing 1 July on the following basis:
- (a) military forces:
 - (i) 14 calendar days annual training
 - (ii) 14 calendar days instruction school, class or course
 - (b) naval forces:
 - (i) 13 calendar days annual training
 - (ii) 13 calendar days instruction school, class or course
 - (c) air force:
 - (i) 16 calendar days annual training
 - (ii) 16 calendar days instruction school, class or course
 - (d) an additional grant of up to four calendar days for additional obligatory training.

32. Special Leave

- 32.1 Staff will be granted special leave for jury service.
- 32.2 In accordance with RMS Policy and Procedures regarding Special Leave, staff may also be granted paid special leave for certain activities which are not regarded as being on duty and which are not covered by other forms of leave. Activities may include:
- (a) transfer
 - (b) as a witness when called or subpoenaed by the Crown
 - (c) emergency volunteers
 - (d) emergency or weather conditions
 - (e) trade union activities/training

- (f) ex-armed services personnel: Medical Review Board etc.
- (g) National Aborigines' Day
- (h) miscellaneous:
 - (i) the employees own graduation ceremonies
 - (ii) returning officer
 - (iii) local government - holding official office
 - (iv) superannuation seminars
 - (v) naturalisation
 - (vi) bone marrow donors
 - (vii) exchange awards - Rotary or Lions
 - (viii) professional or learned societies

33. Leave Without Pay

- 33.1 Staff may be granted a maximum of three years' leave without pay. Leave without pay is calculated in calendar days.

SECTION SIX - OTHER CONDITIONS

34. Deduction of Union Membership Fees

- 34.1 The ETU shall provide RMS with a schedule setting out union fortnightly membership fees payable by members of the ETU in accordance with the ETU's rules.
- 34.2 The ETU shall advise RMS of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to RMS at least one month in advance of the variation taking effect.
- 34.3 Subject to 35.1 and 35.2 above, RMS shall deduct union fortnightly membership fees from the pay of any employee who is a member of the ETU in accordance with the ETU's rules, provided that the employee has authorised RMS to make such deductions.
- 34.4 Monies so deducted from employees' pay shall be forwarded regularly to the ETU together with all necessary information to enable the ETU to reconcile and credit subscriptions to employees' union membership accounts.
- 34.5 Unless other arrangements are agreed to by RMS and the ETU, all union membership fees shall be deducted on a fortnightly basis.
- 34.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

35. Contracting Out

- 35.1 Application and Definition
- (a) For the purpose of this clause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be

performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

35.2 Considering Proposal to Contract Out Work

- (a) Where RMS determines it intends to pursue a proposal to contract out work (subject to Government Approval) relevant unions and affected Employees will be notified. Sufficient time will be provided to relevant unions and affected Employees to discuss RMS's intention to pursue a proposal to contract out work.

35.3 Decision to Contract Out Work

- (a) Once RMS has finalised a proposal and has made a decision to contract out work, RMS agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.
- (b) Prior to implementation of a proposal to contract out work, RMS will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.
- (c) Subject to reasonable notice and operational requirements, RMS agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 36.3(b) above.

35.4 Dispute Settlement Procedure

- (a) Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 8 of this Award.

36. Local Arrangements

36.1 Local arrangements may be negotiated between RMS and relevant Union in relation to any matter contained in this Award.

36.2 All local arrangements negotiated between RMS and the relevant Union must:

- (a) be approved in writing by RMS;
- (b) be approved in writing by the Secretary of the relevant Union; and
- (c) be contained in a formal document including, but not limited to, an agreement made under section 68K (2) of the *Transport Administration Act 1988* (NSW).

36.3 A local arrangement approved in accordance with this clause will override this Award to the extent of any inconsistency.

PART B

MONETARY RATES

Table 1 - Salary Increases

Classification		Current Annual Salary (\$pa)	Rates inclusive of 2.53% ffppoa 1/7/2022 (\$pa)	Rates inclusive of 4% ffppoa 1/7/2023 (\$pa)
Grade 4	Year 1	73,669	75,533	78,554

	Year 2	76,559	78,496	81,636
	Year 3	79,567	81,580	84,843
Grade 5	Year 1	82,304	84,386	87,761
	Year 2	84,960	87,109	90,593
	Year 3	86,494	88,682	92,229
Grade 6	Year 1	88,393	90,629	94,254
	Year 2	91,074	93,378	97,113
	Year 3	94,057	96,437	100,294
Grade 7	Year 1	96,231	98,666	102,708
	Year 2	99,721	102,244	106,334
	Year 3	101,657	104,229	108,398
Grade 8	Year 1	105,590	108,261	112,591
	Year 2	109,872	112,652	117,158
	Year 3	113,305	116,172	120,819

Table 2 - Allowances and Expenses

* To be updated in accordance with the NSW Treasury Circulars

Clause	Description	Current Rates	From the first full pay period on or after 1 July 2023 Amount \$
12.18	On Call Allowance		\$92 per day (Mon - Fri) \$136 per day (Sat, Sun & P. Hol)
21.1(a) & (c)	Meal on journeys that do not require Overnight accommodation Meal allowance	35.25	36.72*
21.2(a)	Meals on overtime Meal allowance	31.95	33.25*
21.5(a)(ii)	Lodging and travelling allowances		
	Breakfast	25.75	26.80*
	Lunch	29.35	30.60*
	Evening meal	50.65	52.75*
	Incidentals	20.40	20.40*

APPENDIX A

WORKPLACE REFORM

A1. Commercialisation

The ETU and staff agree to co-operate in the implementation of a commercialisation focus as the basis for RMS's business principles and practices to ensure the most efficient utilisation of resources, by adopting RMS's business rules and by developing achievable performance and productivity measurement targets.

A2. Process Improvement

RMS, the ETU and staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which will result in improvement in productivity and/or the elimination of duplication and waste.

The regional consultative groups will under the direction of the SBU:

- (a) monitor the development and implementation of process improvement at the directorate and regional level
- (b) provide appropriate updates, reports and recommendations to the SBU.

A3. Competency Based Training

The parties recognise the need for greater efficiency and productivity improvements which require a greater commitment to training and skill development. This commitment includes:

- (a) acknowledgement of skills held
- (b) developing a more highly skilled and flexible workforce
- (c) providing staff with the opportunity to acquire additional skills through appropriate training, thereby improving career opportunities
- (d) ensuring equality and fairness of access to training for all Staff based on organisational need to increase flexibility and productivity
- (e) removing barriers to the use of skills acquired, thus providing greater flexibility and efficiency for the organisation and greater variety and job satisfaction for Staff.

To ensure that staff meet the required agreed competencies for their classification, RMS organised training programs will be conducted in paid time and within ordinary working hours, where practicable.

A4. Performance Planning and Feedback

RMS will implement a performance planning and feedback scheme that applies to all Staff and is:

- (a) implemented in consultation with the ETU that will link performance in the work place with the goals of RMS, its regions and work units
- (b) supported by appropriate training
- (c) evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in RMS and their contribution to service and quality.

The parties are committed to:

- (a) ensuring teams and staff understand the relationship or interdependence of their role with other teams and staff
- (b) clearly defining expectations for each team and staff member against the agreed goals of RMS and productivity standards
- (c) ensuring each team and staff member clearly understands RMS's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals

- (d) obtaining feedback from teams and Staff on RMS's work practices, management practices and possible innovations
- (e) encouraging teams and Staff to participate in their work unit's decision making process.

A5. Conditions of Employment

- (a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes will be:
 - (i) developed and implemented in consultation with the ETU to link performance in the work place with the goals of RMS
 - (ii) evaluated and monitored by the SBU.
- (b) In making this commitment, the parties accept, in principle, the need to:
 - (i) review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources
 - (ii) review and rationalise administrative procedures
 - (iii) reduce and update documentation
 - (iv) ensure, where possible, consistent working conditions for all Staff
 - (v) provide opportunities for all Staff to better manage their working and personal lives
 - (vi) review current work patterns to investigate flexible work arrangements which better meet Staff and customers' needs.

A6. Work Environment

- (a) Work Health and Safety

RMS is committed to achieving and maintaining an accident free and healthy workplace. This will be achieved by:

- (i) implementation of appropriate health and safety practices and procedures
- (ii) appropriate management policies and practices
- (iii) the active and constructive involvement of all Staff; and
- (iv) management and staff member representatives participation on safety committees.

RMS and Staff will seek to comply with the *Work Health and Safety Act 2011* (NSW) and other relevant statutory requirements at all times.

RMS will encourage Staff to take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

- (b) Equality of employment

RMS is committed to providing employment which promotes the achievement of equality in employment as an effective management strategy.

(c) Harassment free workplace

Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference or age is unlawful in terms of the *Anti-Discrimination Act 1977*.

RMS is committed to ensuring that Staff work in an environment free of harassment.

Staff are required to refrain from, or being a party to, any form of harassment in the workplace.

For further details, refer to RMS's policy and guidelines for a harassment free workplace as set out in the Human Resources Manual.

A7. Contractors' Protocol

Where work is to be carried out by contract, including sub-contract, RMS will:

- (a) abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.
- (b) ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards and the provisions set out in clause A6, Work environment.
- (c) on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards, as set out in clause A6 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

A8. Spread of Hours

The hours and patterns of work for Staff may be reviewed during the life of this Award, if required, to better suit the needs and operational requirements of RMS's traffic signals undertakings. Such considerations may include:

- (a) Work Health and Safety issues;
- (b) quality of working life;
- (c) recognition of family responsibilities;
- (d) shift work patterns;
- (e) adequate remuneration for Staff who undertake shift work;
- (f) rostering arrangements; and
- (g) programmed overtime.

A9. Austel Licence

The parties agree to enter into negotiations concerning Staff gaining the appropriate Austel Licence.

APPENDIX B**CLASSIFICATIONS**

Traffic Signals Group

(a) RMS Officer (Traffic Signals) Grade 4

Initial appointment following completion of an apprenticeship with the Employer, or on appointment by the Employer.

Duties: Assist a more senior Technician as required.

Essential: Possession of current NSW electrician's licence or equivalent certification and Current Motor Vehicle License

(b) RMS Officer (Traffic Signals) Grade 5

The level at which a qualified and experienced trades person is expected to perform. At this grade, the technician would be capable of working independently, and taking responsibility for the work of a team.

Duties (typical):

(i) In charge of a team / crew engaged on any of the following:

Routine maintenance

Emergency maintenance

Accident repair

Construction/Reconstruction

Miscellaneous activities.

(ii) Member of a team engaged in development, maintenance or repair of traffic signal equipment.

(iii) Tasks might include:-

Supervision and control of other employees

Assisting a trades person in a team where more than one trades person is deployed

Inspection checking and repair or replacement of traffic signal equipment

Report writing

Servicing of electronic assemblies, etc.

Diagnosis of equipment faults with appropriate remedial action.

Essential: Possession of current NSW electrician's licence or equivalent certification and Current Motor Vehicle License

Desirable: Demonstrated knowledge of traffic control equipment

(c) RMS Officer (Traffic Signals) Grade 6

A level of technician who is experienced and technically proficient in all aspects of traffic control equipment. The technician would be expected to be capable of working independently, dealing with complex equipment problems at a level not normally expected of a Grade 5 technician. Supervision of the work of other trades persons would be required.

Duties:

- (i) In charge of a team where the size of a team or complexity of work is such that appointment of a Grade 5 technician is considered inappropriate.
- (ii) Engaged in traffic systems work.
- (iii) Leader of a group of technicians engaged in development, maintenance or repair of traffic signal equipment.
- (iv) Typical tasks would include those listed of grade 5 level, and where additional complexity exists.

Essential: Possession of current NSW electrician's licence or equivalent certification and Current Motor Vehicle License

Desirable: Demonstrated complex knowledge of traffic control equipment and systems

(d) Leading Technician Grade 7

This level of technician is expected to provide leadership for a group of traffic signal technicians engaged on such work. The leading technician is expected to maintain a high degree of technical knowledge and to impart skills as necessary to other personnel, by formal or informal means. The Leading Technician will provide expert advice and be responsible for the repair, testing and preparation of traffic signal equipment and other electrical and electronic technologies, e.g. traffic control signals, variable message signs, traffic monitoring units.

Duties:

- (i) Provide technical advice and support to the Traffic System Supervisor/Project Engineer/ Works Manager.
- (ii) Guide and co-ordinated the work of a group of traffic signals technicians.
- (iii) Monitor fault records of equipment to be repaired by the group/manufacturers so as to assist in identification of fault patterns.
- (iv) Organise Repair, overhaul, modify and test microprocessor based controllers and other complex electronic equipment.
- (v) Monitor field repairs and provide feedback and advice to technical staff
- (vi) Preparation and testing of controller personalities against design plans.
- (vii) Maintain knowledge of current technology and development, maintenance and repair of traffic signal equipment.
- (viii) Supervise the work of contractors as required
- (ix) Supervise repairs and installation of communications network
- (x) Liaison with Network Operations on adaptive engineering matters.

Essential: Criteria will include possession of Current Electrical Supervisor Certificate or equivalent certification and Current Motor Vehicle License..

Progression up to 3rd year is subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

(e) Traffic Systems Supervisor Grade 8

This level of technician is expected to provide leadership to a group of trades and non-trades staff, in assisting line management to fulfil specific objectives. The Traffic Systems Supervisor provides the link between management and field staff, deputising for management where required. The Traffic Systems Supervisor is expected to maintain a high degree of technical knowledge and to impart skills as necessary to other personnel, by formal or informal means. The Traffic Systems Supervisor is accountable for the quality and quantity of work performed. The Traffic Systems Supervisor will provide expert advice on the technical aspects of traffic control and advisory systems using advanced electrical and electronic technologies, e.g. traffic control signals, variable message signs, tidal flow systems, traffic monitoring units.

Duties (typical):

- (i) Supervise and direct the activities of traffic signal construction, reconstruction or maintenance in a specified area.
- (ii) Maintain knowledge of current technology and development, maintenance and repair of traffic signal equipment.
- (iii) Supervise the work of contractors as required.
- (iv) Supervise and provide technical leadership to groups of technicians engaged in development, maintenance or repair of traffic signal equipment.
- (v) Acceptance testing and quality control duties.

Essential: Criteria will include possession of Current Electrical Supervisor Certificate or equivalent certification and Current Motor Vehicle License

Desirable: Post-Trade level qualification relevant to the current classification.

Progression up to 3rd year is subject to satisfactory staff reports and attendance at prescribed seminars, workshops

(f) General

- (i) Incremental progression to be subject to satisfactory service.
- (ii) Duties of particular positions to be determined within the broad guidelines provided above and having regard to Role Descriptions or equivalent document.
- (iii) The requirement for a Traffic Systems Supervisors to keep up-to-date would be satisfied by attendance at seminars, workshops, etc., for which Traffic Systems Supervisors, Leading Technicians and Grade 6 technicians would be eligible to nominate. Content would be determined having regard to current technology and developments generally.

Electronic Equipment Group

- (a) No person, excepting one who has completed an apprenticeship involving training in electronics, or has reasonable practical experience in electronics, including electronics construction, maintenance and fault repair, and has completed or is currently undertaking the Post-Trades Electronics Course (1039) or equivalent, shall be appointed as an electronic equipment technician.

- (b) Initial appointment will be at the salary level of electronic equipment technician grade c.
- (c) Progression from grade c to d shall be dependent upon: -
 - (i) the successful completion of the Post-Trades Electronic Course (1039), or equivalent, and
 - (ii) 12 months satisfactory service on the rate for electronic equipment technician grade c.
- (d) A staff member who is directed to lead other personnel in the Electronic Workshop shall be paid the rate for electronic equipment technician grade.

E. ROBINSON, *Industrial Registrar*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NEW SOUTH WALES EDUCATION STANDARDS AUTHORITY - EDUCATION OFFICERS) SALARIES AND CONDITIONS AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 January 2023

E. ROBINSON, *Industrial Registrar*

Schedule of Variations Incorporated

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Clause No. Subject Matter

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PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

1. This Award shall be known as the Crown Employees (NSW Education Standards Authority - Education Officers) Salaries and Conditions Award 2020.

2. Definitions

- 2.1 "Aboriginal Education Consultative Group" means a branch of the NSW Education Standards Authority providing secretariat support to the independent, community based incorporated organisation, Aboriginal Education Consultative Group Inc., formed to provide advice and guidance to the Minister for Education and Early Childhood Learning on the direction of Aboriginal education in New South Wales.
- 2.2 "Act" means the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment (General) Rules 2014*.
- 2.3 "Banked Time" means the amount of time by which Flex time is reduced by one or more days at the end of a settlement period for the purpose of being re-credited to the officer to cover approved absences from work in future settlement periods.
- 2.4 "Chief Education Officer" means a salary classification that includes, but is not restricted to, NESA Inspectors; President, Aboriginal Education Consultative Group; Chief Project Officers; Chief Curriculum Officers, and any successor performing the same role.
- 2.5 "Chief Executive Officer" means the person holding or acting in the office of the Chief Executive Officer of the NSW Education Standards Authority pursuant to section 8 of the *Education Standards Authority Act 2013*. The Chief Executive Officer is the Agency Head pursuant to section 28 of the *Government Sector Employment Act 2013*. Reference to the Chief Executive Officer may from time to time refer to his/her delegate, meaning a person delegated by the Chief Executive Officer to perform functions associated with the office.
- 2.6 "Coretime" means the period during the day when an officer may be required to be on duty that is 9.30 am to 3.30 pm.
- 2.7 "Education Officer" means a salary classification for jobs and any successor performing the role within the Aboriginal Education Consultative Group.
- 2.8 "Employed" or "employment" means when an Officer is employed on an ongoing basis, on secondment, temporarily employed or temporarily assigned by the NSW Education Standards Authority pursuant to the *Government Sector Employment Act 2013*.
- 2.9 "Excess hours" shall mean all time on weekends or public holidays and all hours before or after the bandwidth hours specified at clause 8.7 necessarily occupied by direction of, or on their own initiative with the approval of, the Chief Executive Officer in the performance of work which from its character or from special circumstances cannot be performed during the applicable bandwidth hours applying at the Officer's headquarters. Provided that excess hours for Officers for whom usual office hours are not fixed or for Officers engaged in field work shall mean all such time on any day in excess of their bandwidth hours of work per week divided by five.
- 2.10 "Federation" means the Australian Education Union New South Wales Teachers Federation Branch.
- 2.11 "Field Officer" means a Liaison Officer.
- 2.12 "Flex time" is the hours accrued under flexible work arrangements in a settlement period which may be carried forward to the next settlement period, unless accrued as Banked Time.
- 2.13 "Flex Leave" means Flex time carried forward or already accrued in a settlement period and then used to cover approved absences from work during the same settlement period.

- 2.14 "General Secretary" means the General Secretary of the Australian Education Union New South Wales Teachers Federation Branch.
- 2.15 "Headquarters" means the administrative centre where the major part of the Officer's work is performed, where the Officer normally reports or the office to which the Officer is attached.
- 2.16 "Industrial instrument" means an award, an enterprise agreement, a public sector industrial agreement, a former industrial agreement, a contract determination or a contract agreement.
- 2.17 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the New South Wales *Industrial Relations Act 1996*.
- 2.18 "Industrial Relations Secretary" means the employer of the staff of the Public Service for the purpose of industrial proceedings as established under Part 4, Division 4 of the Act.
- 2.19 "NESA" means the NSW Education Standards Authority.
- 2.20 "Officer" or "Officers" means a person or all persons who is/are employed by or in the NSW Education Standards Authority in the salary classifications of Chief Education Officer; Principal Education Officer; Senior Education Officer, Grade 1; Senior Education Officer, Grade 2; or Education Officer.
- 2.21 "Ongoing employment" means employment to an ongoing role pursuant to section 43 of the Act.
- 2.22 "Parties" means the NSW Education Standards Authority, the Australian Education Union New South Wales Teachers Federation Branch and the Industrial Relations Secretary.
- 2.23 "Principal Education Officer" means a job classification that includes, but is not restricted to Principal Curriculum Officers, Principal Assessment Officers and any successor performing the same role.
- 2.24 "Secondment" means when the NSW Education Standards Authority employs by making use of the services of an officer of the Department of Education.
- 2.25 "Senior Education Officer, Grade 1" means a salary classification that includes, but is not restricted to, Assessment Officers, Curriculum Officers, Project Officers and any successor performing the same role.
- 2.26 "Senior Education Officer, Grade 2" means a salary classification that includes, but is not restricted to, Liaison Officers, Senior Assessment Officers, Senior Curriculum Officers, Senior Planning Officers, Senior Project Officers and any successor performing the same role.
- 2.27 "Standard Hours" means the ordinary hours of duty which are worked in the absence of flexible working hours between 8.30am to 4.30pm (or as otherwise determined by the Chief Executive Officer), with an hour for lunch, Monday to Friday.
- 2.28 "Temporarily assigned" means employment of an Officer pursuant to section 46 of the Act.
- 2.29 "Temporarily employed" means when the NSW Education Standards Authority employs an Officer pursuant to section 43 of the Act.
- 2.30 "Union" means the Australian Education Union New South Wales Teachers Federation Branch
- 2.31 "Western Division" means the Western Division of the State of New South Wales as defined by the Act.

3. Salaries

- 3.1 Officers will be employed in the salary classifications as defined in clause 2, Definitions.
- 3.2 Officers will be employed at annual salary levels not less than those for the classifications as set out in Table 1, Salaries in Part B, Monetary Salary Rates, except as may be provided for in respect of clause 4, Salary Packaging.

- 3.3 Unless the Chief Executive Officer determines otherwise in accordance with subclause 3.4 of this clause, new Officers will be remunerated at the minimum salaries on commencement of employment under each of the classifications set out in the said Table 1, as follows:
- Education Officer Level 1, 1st Year of Service;
 - Senior Education Officer, Grade 1 Level 1;
 - Senior Education Officer, Grade 2 the single salary point specified;
 - Principal Education Officer the single salary point specified;
 - Chief Education Officer, Grade 1, Level 1.
 - Chief Education Officer, Grade 2 the single salary point specified.
- 3.4 The Chief Executive Officer will determine the remuneration of new Officers:
- 3.4.1 at the minimum rate of the appropriate salary classification; or
 - 3.4.2 at such higher level specified in Table 1, having regard to:
 - the applicant's skill, experience and qualifications; and
 - the rate required to attract the applicant; and
 - the remuneration of existing Officers performing similar work.
- 3.5 An Officer employed in the salary classification of Chief Education Officer, Senior Education Officer Grade 1 or Education Officer shall be entitled to progress along or be maintained on the incremental scale for the officer's salary classification after each 12 months of service subject to the officer demonstrating by means of an annual review continuing efficiency in work practice, satisfactory performance and professional growth.
- 3.6 The salary payable for Chief Education Officers includes remuneration for all incidences of employment, including any existing expense or other allowance paid to Chief Education Officers covered prior to this award, for all hours worked and all other compensatory or other allowances other than:
- 3.6.1 annual leave loading;
 - 3.6.2 travel or subsistence allowances;
 - 3.6.3 allowances in relation to relocation expenses;
 - 3.6.4 any approved reimbursement paid in relation to expenses incurred in the discharge of the Officer's duties.
- 3.7 Chief Education Officers employed by the NESAs as at the date this Award is made by the Industrial Relations Commission, that is, prior to the creation of the Grade 1 and Grade 2 Chief Education Officer classifications under this Award, will be redesignated at the Chief Education Officer Grade 1 classification and will remain on the previous five level single Chief Education Officer scale unless transferred or assigned to a role at the Chief Education Officer Grade 2 classification by the Chief Executive Officer. All Chief Education Officers appointed after the date that this Award is made by the Industrial Relations Commission will be employed at either the Chief Education Officer Grade 1 or Grade 2 classification as determined by the Chief Executive Officer.

3A. Deduction of Union Membership Fees

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

4. Salary Packaging

- 4.1 Officers may participate in the NESAs salary packaging scheme.
- 4.2 Except as otherwise provided in the agreed salary packaging scheme, Officers must be employed on the same conditions as set out in the award.

5. Salary Sacrifice to Superannuation

- 5.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 3, Salaries, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations. The availability of salary for packaging purposes will be determined following payment of post tax commitments and payroll deductions such as employee superannuation contributions, union fees, health fund, premiums and maintenance orders etc.
- 5.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
 - (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 3 in the absence of any salary sacrifice to superannuation made under this award.
- 5.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:

- (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5.4 Where an employee makes an election in terms of subclause 5.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 5.5 Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*,
- the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 5.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 5.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 5.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 3 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.
- 5.7 Should there be any delay in the scheduled increases in the Superannuation Guarantee Contributions, the parties will agree to vary the Award by consent to amend the increases to salaries and salary related allowances as appropriate.

6. Conditions Fixed By Other Awards

- 6.1 The following industrial instruments and regulation or any successor thereto and any variations from time to time to the same, insofar as they fix conditions of employment applying to Officers covered by this award and pursuant to this award, shall apply to Officers unless specifically varied by this award in which case the provisions of this award take precedence:

Crown Employees (Transferred Officers Excess Rent Assistance) Agreement No. 2354 of 1981;

Crown Employees (Transferred Employees Compensation) Award

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

Government Sector Employment Act 2013

Government Sector Employment Regulation 2014

Government Sector Employment (General) Rules 2014

7. Appointment and Mobility Provisions

- 7.1 Where the public service sick leave entitlement is exhausted, Officers on secondment from the Department of Education or Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the NESAs agree, cumulative sick leave entitlements for their use, provided this is agreed to by the Department of Education or any other New South Wales Government Department/Declared Authority. The conversion of the cumulative sick leave entitlement will be attended to by the NESAs.
- 7.2 Officers on secondment from the Department of Education and Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the NESAs agree, any accrued long service leave entitlements for their use, provided this is agreed to by the Department of Education or the relevant New South Wales Government Department/Declared Authority. The conversion of the long service leave entitlement will be attended to by the NESAs.
- 7.3 The NESAs will facilitate, where agreed, an Officer's portability of entitlements for long service and sick leave whilst they are in the employment of the NESAs.
- 7.4 In addition to the provisions of the Public Sector Employment Regulation 2014 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time where the balance of any period of maternity/adoption leave extends beyond the period an Officer is employed, the NESAs will pay the difference in salary between the Officer's substantive salary and the salary whilst at the NESAs for the term of the leave taken, unless it coincides with any period of paid leave other than maternity/adoption leave.
- 7.5 An extension of a period of employment in order to coincide with an Officer's return to a teaching service for Day 1 Term 1 Eastern Division or Day 1 Term 1 Western Division of a school year or to reflect a change in the Department of Education's policy will be taken into specific regard in NESAs employment practices.
- 7.6 The NESAs's superannuation provisions are to be no less beneficial than what Officers on secondment or Officers temporarily employed from any other New South Wales Government Department/Declared Authority would have received had they remained in their original positions.
- 7.7 Officers who demonstrate that they are existing contributors to either the State Superannuation Fund or the State Authorities Superannuation Scheme are entitled to retain their membership of those schemes as provided for in the *Superannuation Act 1916*, the *State Authorities Superannuation Act 1987* or the *First State Superannuation Act 1992*.
- 7.8 Credit of recreation leave may be granted to Officers on secondment or temporarily employed Officers recruited directly from schools or TAFE colleges, in accordance with the following:

If the Officer Commences: Recreation Leave to be Credited

January before 18th	10 days
January on or after 18th	5 days
February	5 days
March before 30th	5 days
March on or after 30th	10 days
April before vacation	10 days
April on or after 27th	5 days
May	5 days
June before 15th	5 days
June on or after 15th	10 days
July before vacation	10 days
July on or after 20th	5 days
August	5 days
September before 7th	5 days
September on or after 7th	10 days

October	5 days
November before 10th	5 days
November on or after 10th	10 days
December	10 days

Thereafter, recreation leave accrues at the normal rate.

- 7.9 To avoid excessive accrual of recreation leave, as described in clause 77.2 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 the Chief Executive Officer may direct an officer to take accrued recreation leave. Such direction will coincide with school vacation periods.
- 7.10 For the purpose of workers' compensation, the employer of Officers is the NESAs in terms of the *Workers Injury Management and Workers Compensation Act 1998* or any successor thereto.
- 7.11 The letters of employment for all Officers will designate the salary and conditions of employment. For Officers on secondment from the Department of Education and Officers temporarily employed or temporarily appointed, the letters of employment will designate the duration, salary and conditions of their employment.

8. Flexible Work Arrangements

The conditions under which flexible working hours operate are set out in this clause.

- 8.1 No officer can be directed to work under Flexible Work Arrangements. Those officers not participating in Flexible Work Arrangements will work standard hours as defined in clause 2.27.
- 8.2 To avoid excessive accrual of Accrued Work Time (AWT) the Chief Executive Officer may direct an officer to take accrued hours. Such direction will coincide with school vacation periods. Accrued Work Time is defined in Clause 8.13.
- 8.3 An officer may only work outside the hours of a standard day (7 hours) but within the bandwidth (7am - 7pm) and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 8.4 Application
- The Flexible Work arrangements that apply to Officers covered by this award are set out as follows:
- 8.4.1 Principal Education Officers, Senior Education Officers (except for Field Officers) and Education Officers -Clauses 8.4 to 8.13 inclusive and 8.15 to 8.18 inclusive.
- 8.4.2 Field Officers (Liaison Officers) Clauses 8.5 and 8.14 to 8.18 inclusive.
- 8.4.3 Chief Education Officers (CEO's) Clause 8.19.
- 8.5 Settlement Period
- 8.5.1 The settlement period for the purpose of sub-clause 8.4.1 is 12 weeks. The settlement period for the purpose of subclause 8.4.2 is 4 weeks.
- 8.6 Ordinary Hours of Work and Standard Hours
- 8.7 Standard Bandwidth
- 8.7.1 The standard bandwidth is 7.00 am to 7.00 pm. Normal work can be undertaken during the period 7.30 am to 6.00 pm and additional hours work credited as accrued work time (as defined in subclause 8.13).

- 8.7.2 If normal work is undertaken at the Officer's own initiative and with the approval of the Chief Executive Officer or delegate between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm this time will be credited as accrued work time.
- 8.7.3 If an Officer is directed to work between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm or at other times outside the bandwidth, including Saturday and Sunday compensatory leave will be accruable in accordance with clause 9 of this award.
- 8.7.4 An officer, who requests to work outside the standard bandwidth, must obtain approval of their Chief Executive Officer or delegate. The time worked is to be counted towards Accrued Work time (AWT).
- 8.7.5 If approval to work outside the bandwidth is not sought or given, then the time worked outside the standard bandwidth is not to be counted towards Accrued Work Time (AWT).
- 8.8 Coretime
- 8.8.1 The standard coretime is 9.30am to 3.30pm subject to the provisions as detailed in clause 8.10.
- 8.8.2 The standard coretime may only be varied at the request of an individual Officer with the agreement of the Chief Executive Officer or delegate.
- 8.8.3 In exceptional circumstances officers may commence work after 9.30 am and/or leave before 3.30 pm and the time taken shall be flex leave. This arrangement must be agreed between the officer and Chief Executive Officer or delegate.
- 8.9 Hours Worked
- 8.9.1 All Officers are entitled to work a minimum of 7 hours on any day. An officer cannot be directed to work less than 7 hours on any day. An Officer may choose to work less than 7 hours in one day with the agreement of the Chief Executive Officer or delegate.
- 8.9.2 An Officer may elect to change from flexible working hours to standard hours in agreement with the Chief Executive Officer or delegate.
- 8.9.3 Nothing in this clause shall prevent the NESAs requiring an officer to revert to working standard hours following reasonable notice.
- 8.9.4 Where an officer has completed a minimum of 7 hours on any day and there is no requirement for that officer to remain at the workplace the officer's supervisor can request that the Officer cease work for that day.
- 8.10 Lunch and Meal Breaks
- 8.10.1 An officer is to take a meal break of at least 30 minutes in a period of 5 hours continuous work.
- 8.10.2 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one hour.
- 8.10.3 Provided customer service is maintained, a longer lunch break of up to two and a half hours may be taken with the supervisor's approval. Lunch breaks may be taken between 11.30am and 2.30pm.
- 8.11 Flexible Working Hours
- 8.11.1 An officer may vary their flexible working hours or work standard hours at any time in agreement with the Chief Executive Officer or delegate and in accordance with the provisions of this Award.
- 8.12 Flex Leave and Banked Time Entitlements

- 8.12.1 All officers are entitled to take combinations of up to six (6) Flex Leave and Banked Time days in any settlement period. This time may be taken together with other forms of leave. The issue of when Flex Leave is taken should be agreed between the Officer and the Chief Executive Officer or delegate.
- 8.12.2 An officer may accumulate Banked Time during each settlement period on the following basis:
- where the staff member takes 6 Flex Leave days the possible Banked Time is zero;
 - where the staff member takes 5 Flex Leave days the possible Banked Time is 1 day;
 - where the staff member takes 4 Flex Leave days the possible Banked Time is 2 days;
 - where the staff member takes 3 Flex Leave days the possible Banked Time is 3 days;
 - where the staff member takes less than 3 Flex Leave days the possible Banked Time is 3 days.
- 8.12.3 An officer may accumulate Banked Time of up to three (3) days in each settlement period. Over four settlement periods a maximum or equivalent of 12 days may be accumulated as Banked Time.
- 8.12.4 A Flex Leave day and a Banked Time day are each equivalent to 7 hours. The officer's flex time will be reduced by this amount for each day of Banked Time. Seven (7) hours will be re-credited to the staff member's time sheet when a Banked Time day is utilised for leave.
- 8.12.5 Banked Time days may be taken with other forms of leave including Flex Leave and can be taken in quantities ranging from 1 to 12 days over 4 settlement periods.
- 8.13 Accrued Work Time (AWT)
- 8.13.1 All time worked during the settlement period in accordance with this agreement (except paid overtime) will count towards the Officer's Accrued Work Time (AWT).
- 8.13.2 An officer should have Accrued Work Time (AWT) of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave.
- 8.13.3 Where Accrued Work Time (AWT) is less than 410 hours at the end of a settlement period the officer will be required to submit a recreation leave form for the amount of the shortfall. Should the officer have no such leave available, leave without pay (LWOP) for the amount of time below 410 hours will apply and the LWOP is credited to the AWT total.
- 8.13.4 During the settlement period an Officer is entitled to accumulate and/or carry forward hours in excess of the 420 ordinary hours up to and including an additional 42 hours in any one settlement period. This additional 42 hours may be taken in the next settlement period as part of the up to 6 Flex Leave days that may be taken. This amount can only be exceeded in exceptional circumstances.
- 8.13.5 Hours worked are to be documented by the officer and supervisor over the settlement period through use of flex time records.
- 8.13.6 Total Accrued Work Time (AWT) is not to exceed 462 hours on a cumulative basis except in exceptional circumstances.
- 8.13.7 At the conclusion of each settlement period any Accrued Work Time (AWT) in excess of the 420 ordinary, and up to 462 hours, will be carried forward as a credit to the next settlement period, unless accumulated to the officers Banked Time in accordance with Clause 8.12.2.

- 8.13.8 In exceptional situations it is possible that the 462 hour limit may be exceeded. This additional time can be carried forward to the next settlement period but the Chief Executive Officer or delegate must develop an agreed strategy to ensure that the Officer is able to reduce the AWT to below the 462 hour limit.
- 8.13.9 An officer with Accrued Work Time (AWT) at the conclusion of a settlement period that amounts to less than 420 hours and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.
- 8.13.10 An officer may vary working hours to suit particular personal needs or absent themselves from work using Flex Leave or Banked Time. Absences of this type may occur on more than one occasion as single or consecutive full or quarter days in a settlement period and will be taken in agreement with the Chief Executive Officer or delegate. Absences of this type are not to be unreasonably denied, however the work demands of the NESAs should be recognised.
- 8.13.11 Banked Time and Flex Leave shall be taken:
- (a) as soon as practicable following its accrual;
 - (b) recognising that out of school hours and school vacations often provide the most practicable opportunities;
 - (c) in multiples of a quarter day only.
- 8.14 Flexible Working Hours for Field Officers (Liaison Officers)
- 8.14.1 Flexible working hours of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time apply to Field Officers subject to variation of:
- Settlement Period
- Accumulation and Carry Over
- Flex leave
- Commencement or Cessation of Duty During Coretime as affected by the terms of subclauses 8.14.2 to 8.18.
- 8.14.2 Bandwidth hours for Field Officers are between 7.30 a.m. and 6.00 p.m. on each day, Monday to Friday. With the core hours requirement 9.30am to 3.30pm excluding public holidays. A flexible approach will be adopted by Field Officers and management in relation to normal working and flexible working arrangements. The decision in these matters is subject to organisational convenience and an appropriate level of service being provided, having regard to:
- (a) A Field Officer may opt, for personal reasons or work commitments, not to take a flex day in a settlement period, but rather to bank that flex day for use in a later settlement period. Note that the total number of flex days that can be taken is not increased.
 - (b) Up to one flex day and one banked flex day, or two banked flex days, may be taken in any settlement period.
 - (c) The total number of banked flex days at any one time must not exceed five days.
 - (d) To bank a flex day, seven hours is deducted from the total hours worked in the settlement period. The balance of hours (after deducting a banked flex day) may be carried over, up to a maximum of ten hours.

8.15 Separation from the Agency

8.15.1 Where an Officer gives notice of resignation, retirement or transfer to another government department, the Chief Executive Officer or delegate and Officer will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.

8.15.2 The Chief Executive Officer or delegate will facilitate the elimination of accumulated credit or debit hours by such Officers.

8.15.3 Where an officer has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that officer will be adjusted accordingly.

8.15.4 Where an Officer has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the officer at the current salary rate. However, if requested by the officer and agreed by the new agency, the credit hours may be carried forward to the new agency.

8.16 Part Time Officers

8.16.1 Part-time Officers may accumulate the same Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time officers. They may not be required to work more than their contract hours.

8.17 Disruption of Transport

8.17.1 Where an Officer is delayed or prevented from attending the workplace as a result of a transport strike or a major transport delay, the following conditions will apply to the period of disruption.

- (a) The Officer may commence or cease duty at any time. Time worked on such days will accumulate in a normal way.
- (b) Where an Officer is unable to attend the workplace due to a transport disruption and is unable to work from home or attend another place of work, then the Officer may take the full day off without penalty provided that any excess Accrued Work Time is cleared in the following settlement period.
- (c) An Officer affected by transport disruption will not be debited recreation leave or leave without pay if the officer has accrued less than the minimum required Accrued Work Time contract hours in the settlement period coinciding with the transport disruption. However, the Officer must ensure that any Accrued Work Time debit is cleared in the following settlement period.

8.18 Working at Home

8.18.1 Working from home is a voluntary and co-operative arrangement which allows Officers to continue their employment during some temporary unforeseen circumstance which prevents their attending the workplace or where work of an intensive nature can be performed efficiently away from the workplace. Approval may be given by the appropriate manager or supervisor for individual Officers to work from home on full salary and entitlements on the basis that the arrangement is short term (up to five days) and is irregular, appropriate outcomes are negotiated and hours of work are agreed. Wherever possible, approval is to be sought in advance.

8.18.2 Working from home on an extended (more than five days) or regular basis on any one occasion rather than on a short-term basis will require a working from home arrangement to be developed by agreement between the parties.

8.19 Chief Education Officers

8.19.1 Chief Education Officers may negotiate with their supervisors for patterns of working hours which meet both the needs of the NESAs and the personal circumstances of individual Chief Education Officers.

8.19.2 Chief Education Officers may elect, from the agreed date of operation of this clause, that is 12 June 2006, to work under the Flexible Work Arrangements pursuant to Clause 8.4.1, except for any work undertaken outside the standard bandwidth in which case the provisions of Clause 8.19.1, rather than Clause 8.7.3 or 8.7.4, will apply

9. Work Outside Ordinary Working Hours

9.1 Work Outside Ordinary Hours for Education Officers, Senior Education Officers, Grade 1 and Senior Education Officers, Grade 2.

9.1.1 The parties agree that Officers directed to work outside ordinary working hours shall be entitled to excess hours and compensatory leave provisions under this clause.

9.1.2 For the purpose of calculating excess hours and compensatory leave the bandwidth hours for work:

- (a) directed by the Chief Executive Officer or delegate shall be 7.30 am to 6.00pm
- (b) undertaken at the officer's own initiative and with the approval of the Chief Executive Officer or delegate shall be, except for Field Officers, 7.00 am to 7.00pm
- (c) performed by Field Officers at the officers own initiative and approved by the Chief Executive Officer or delegate shall be 7.30 am to 6.00 pm

9.1.3 In the absence of flexible working hours the ordinary hours of work shall be 35 hours per week, Monday to Friday.

9.1.4 Officers involved in meetings with NESAs Curriculum Committees, Working Parties, focus teams, etc., may, where there is agreement with the other parties involved, organise teleconferences or electronic exchange. Such meetings or representation arranged as teleconferences or as an electronic exchange may, where possible, also be arranged to minimise the additional hours required to be worked by officers outside bandwidth working hours.

9.2 Compensatory Leave

9.2.1 Compensatory leave shall be taken:

- (a) as soon as practicable following its accrual:
- (b) recognising that out of school hours and school vacations provide the most practicable opportunities;
- (c) in multiples of a quarter day only;
- (d) within three months of the date of working the excess hours, unless the excess hours worked are banked within the cumulative balance limit and carried forward subject to paragraphs 9.2.2, 9.2.3 and 9.2.4 of this subclause;

and provided further that:

- (i) compensatory leave for weekend duty performed may be accrued and added to the cumulative balance of excess hours accrual;
- (ii) compensatory leave for duty on public holidays may be accrued and added to annual leave credits and, upon termination, will be regarded as recreation leave for

the purposes of the Government Sector Employment Regulation 2014 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009; or its successor or as amended from time to time.

- (iii) an officer must take all compensatory leave granted prior to the last day of service of his/her period of permanent appointment, secondment, temporary appointment or temporary employment.

9.2.2 Compensatory leave may be accrued up to a cumulative balance limit of five days, in any period of three months, in recognition of work performed outside bandwidth hours with the exception of Field Officers. Field Officers shall have a cumulative balance limit of 20 days at any point in time in recognition of work performed outside bandwidth working hours.

9.2.3 Compensatory leave accrued in a calendar year must be taken by January 31 of the following calendar year.

9.2.4 Subject to subclause 9.3 of this clause, leave accumulated above the limit in paragraph 9.2.2 of this subclause or not taken by the date in paragraph 9.2.3 of this subclause, will be forfeited, unless the Officer acts on a direction by the Chief Executive Officer to take, at such time as is convenient to the working of the NESAs, the excess compensatory leave accrued. As far as practicable, the wishes of the Officer concerned will be taken into consideration in directing the time for the taking of that excess compensatory leave.

9.2.5 Officers will have ready access to cumulative balances of accrued compensatory leave to ensure they are appropriately notified of any impending forfeiture.

9.2.6 Compensatory leave may only be granted to Officers whose salary or salary and allowances in the nature of salary are not in excess of the salary classification rate prescribed as the maximum rate for Senior Education Officer, Grade 2, and as varied from time to time.

9.3 Calculation of and Payment in Lieu of Compensatory Leave

9.3.1 Where the regularity of the demands of School Certificate and Higher School Certificate examination paper setting and marking program or where it is impracticable for the compensatory leave to be taken, the Chief Executive Officer shall:

- (a) allow the compensatory leave to continue to accumulate beyond the limit in paragraph 9.2.2 of subclause 9.2 of this clause; or
- (b) subject to paragraphs 9.3.2 and 9.3.3 of this subclause, authorise payment in lieu of compensatory leave.

9.3.2 Calculation of compensatory leave or payment in lieu of compensatory leave shall be undertaken and paid by the following method:

- (a) for all excess hours worked before or after the applicable bandwidth hours at the rate of time and one half for the first two hours and at the rate of double time thereafter;
- (b) for all excess hours worked on Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- (c) for all excess hours worked on Sunday at the rate of double time;
- (d) for all excess hours worked on public holidays which would normally be a working day at the rate of time and one-half in addition to salary;
- (e) for all excess hours worked on public holidays which would not normally be a working day at the rate of double time and a half.

Provided that

- (i) meal times shall not be included in the calculation of excess hours;
- (ii) if an Officer is absent from duty on any working day during any week in which excess hours have been worked by him/her, the time so lost may be deducted from the total amount of excess hours worked by him/her during the week unless he/she is granted leave of absence on recreation or on account of illness or unless, in the opinion of the Chief Executive Officer, his/her absence has been caused by circumstances beyond his/her control; and
- (iii) an officer who works excess hours on Saturdays, Sundays or public holidays shall:
 - (a) if payment is made in lieu of compensatory leave, be paid a minimum payment as though he/she has worked for three hours which shall be calculated according to the method as set out in paragraph 9.3.3 of this subclause and at the appropriate rate prescribed herein;
 - (b) be credited with compensatory leave as though he/she has worked minimum of three hours which shall be calculated according to the method as set out in the said paragraph 9.3.3 and at the appropriate rate prescribed herein.

9.3.3

- (a) Payment in lieu of compensatory leave for excess hours worked shall not be paid for:
 - (i) periods of less than one-quarter of an hour;
 - (ii) time spent travelling, as the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.
 - (iii) periods of excess hours which exceed 35 hours (or 5 days) of accrued time. The entitlement of Field Officers is unaffected by the provision of this subclause.
- (b)
 - (i) The formula for the calculation of payment for excess hours at ordinary rates shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{35 \text{ hours}}$$
 - (ii) To determine time and one-half or double time rates or double time and one-half rates, an hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (c) The annual salary for the purpose of the calculation in this paragraph is the Officer's annual salary or the maximum rate for Senior Education Officer, Grade 2, whichever is the lower.
- (d) In exceptional circumstances, the Chief Executive Officer may approve of the payment in lieu or compensatory leave for excess hours worked in the case of Officers for whom compensation is specifically elsewhere provided for, or who are paid an allowance for overtime or excess hours or whose salary is fixed as inclusive of overtime or excess hours, or those otherwise rendered ineligible by this award.

9.3.4 Meal Allowances

- (a) An allowance for the meal shall be paid pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or its successor or as amended from time to time provided the Chief Executive Officer is satisfied that:
 - (i) the performance of the work concerned at the time at which it was performed was necessary;
 - (ii) the Officer incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (iii) where the Officer was able to cease duty for at least 30 minutes before or during the working of excess hours to take the meal, and the officer did so.
- (b) An Officer who complies with the provisions of this clause, whether entitled to compensation for excess hours or not, shall be paid the relevant allowance prescribed pursuant to subparagraph 9.3.4(a).
- (c) Where an allowance under this paragraph is insufficient to adequately reimburse the Officer for expenses properly and reasonably incurred, a further allowance may be paid so as to reimburse the Officer for the additional expenses incurred.
- (d) Where an Officer working flexible hours is required to work excess hours on weekdays beyond 6.00pm and until or beyond 8 hours after commencing duty, plus the time taken for lunch, the Officer shall be allowed 30 minutes for a meal and, thereafter, 30 minutes for a meal after every five hours of overtime worked.

10. Consultation

- 10.1 A joint consultative committee with Federation/NESA representatives will operate to deal with a range of matters affecting working conditions including but not limited to technological change and training and development. The committee will meet at mutually agreed times.

11. Training and Development

- 11.1 The NESA will consult with the Federation in reviewing the NESA's training and development activities which are designed to assist officers to refresh their knowledge and understanding of contemporary school settings. This consultation will include:
- (a) identifying the most successful training and development activities and improving them where necessary;
 - (b) checking that they are available and accessible to all officers.

This process will serve to adjust the existing program as appropriate in consultation with the Federation.

- 11.2 The existing program is designed to assist Officers to refresh their knowledge and understanding of contemporary school settings. In addition to the intrinsic benefits that such professional development provides to all officers, these activities may assist the re-entry and re-orientation of Officers on secondment or temporarily employed returning to schools. These activities will be made available to all Officers over the life of this award as part of a program of training and development where this is agreed between the Office and the individual Officer. The NESA also recognises that, where possible, Officers on secondment or temporarily employed should have opportunities to take part in school-based activities related to the Officer's work at the NESA.
- 11.3 Where Officers are required to undertake a professional development opportunity designated as an agency priority by the NESA, the Officer will be considered to be on duty and all compulsory fees will be met by the NESA.

- 11.4 Where the professional development opportunity is an approved training and development activity and is voluntarily undertaken, the Officer may undertake the course in his/her own time, to the extent that it is outside ordinary working hours, and meet any fees unless the NESAs exercises its discretion to refund all or part of these fees. The provisions of clause 9, Work Outside Ordinary Working Hours, shall not apply in respect of this subclause.

12. Performance Appraisal

- 12.1 The performance appraisal process for Officers will be negotiated between the parties to address three objectives and will:
- 12.1.1 ensure that Officers engage in an appraisal process designed to improve the quality of their work and to focus it on the NESAs corporate objectives;
 - 12.1.2 provide work reports to Officers;
 - 12.1.3 assist Officers whose performance is causing concern.
- 12.2 The performance appraisal process will be centred on the following principles:
- 12.2.1 The work of the NESAs is centred on assisting teaching and learning. The structures for improvement of the quality of teaching and learning should therefore be consistent with what is generally regarded as best practice in the field
 - 12.2.2 The improvement of curriculum development, examination, assessment and credentialing practices requires ongoing professional development. Education professionals learn best in collegial contexts, so structures for improvement will be based on that concept.
 - 12.2.3 The performance appraisal process will be negotiated at the supervisory level and will focus on improving performance by facilitating learning and change in a collegial way.
 - 12.2.4 Officers will participate in forms of collegial practice to improve the quality and focus of their work through discussion about, and observation of, curriculum, examination, assessment and credentialing practice in a supportive and developmental environment.
 - 12.2.5 Training will be provided to address the agreed needs of individual Officers and groups of Officers, taking into account the Officer as an individual professional, as a member of a team working within the framework of the NESAs policies and practices, and as a valued professional within the government and non-government school education system within New South Wales.

13. Technology

- 13.1 The NESAs is committed to consulting with the Federation over any proposal for or use of new or upgraded technology as it directly affects the teaching service staff encompassed by this award. In this context, the parties are committed to the following principles:
- 13.1.1 Consultation will occur at the planning, development, implementation and post implementation phases of the introduction and use of new or significantly upgraded technology;
 - 13.1.2 New or upgraded technology will be accompanied by appropriate training or retraining for staff and will be regarded as a Training and Development system priority;
 - 13.1.3 New or upgraded technology will comply with the NESAs Work Health and Safety obligations;
 - 13.1.4 If the introduction of new or upgraded technology leads to material changes to the work organisation or duties of a particular role or position, then the parties agree to consult on the impact of the changes.

14. Dispute Resolution Procedures for the Parties

- 14.1 Subject to the provisions of the *Industrial Relations Act* 1996, the following procedures shall apply:
- 14.1.1 Should any dispute, (including a question or difficulty) arise as to matters occurring in a particular workplace the Officer and/or Federation workplace representative shall raise the matter with the relevant Branch Manager or Director as soon as practicable.
- 14.1.2 The relevant Branch Manager or Director will discuss the matter with the Officer and/or Federation's workplace representative within two working days with a view to resolving the matter or negotiating an agreed method and timeframe for proceeding.
- 14.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute or should the matter be an agency-wide nature, the individual Officer or the Federation may raise the matter with the Chief Executive Officer's delegate with a view to resolving the dispute, or negotiating an agreed method and timeframe for proceeding.
- 14.1.4 Where the procedures in paragraph 14.1.3 of this subclause do not lead to resolution of the dispute, the matter will be referred to the Chief Executive Officer and the General Secretary of the Federation. They or their nominees shall discuss the dispute, with a view to resolving the matter or by negotiating an agreed method and timeframe for proceeding.
- 14.1.5 Should the above procedures not lead to a resolution, either party may make application to the Industrial Relations Commission of New South Wales.

15. Duties as Directed

- 15.1 The Chief Executive Officer may direct an Officer to carry out such duties as are within the limits of the Officer's skill, competence and training, consistent with the classifications covered by this award, provided that such duties are not designed to promote de-skilling. Such duties may include transfer to a role different to that for which the officer may have been recruited.
- 15.2 The Chief Executive Officer may direct an Officer to carry out such duties and use such tools, materials and equipment as may be required, provided that the Officer has been properly trained in the use of such tools, materials and equipment.
- 15.3 When an officer undertakes duties using online or other electronic means for content management purposes such purposes would comprise for:
- 15.3.1 curriculum officers : drafting or amending syllabus and curriculum support documents;
- 15.3.2 test development and assessment officers : examination specifications and other assessment resource materials;
- 15.3.3 policy and public affairs officers : NESAs policies, rules and public relations and event material.
- 15.4 Any directions issued by the Chief Executive Officer shall be consistent with the Chief Executive Officer's responsibility to provide a safe and healthy working environment and pursuant to the provisions of clause 13 of this award.

16. Personal\Carer's Leave

- 16.1 The entitlement to leave in accordance with this clause is subject to:
- 16.1.1 the Officer being responsible for the care and support of the person concerned; and
- 16.1.2 the person concerned being:
- (a) a spouse of the Officer; or

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

16.2 Use of Family and Community Service Leave to Care for a Family Member

16.2.1 The Chief Executive Officer shall, in the case of emergencies or in unplanned personal or domestic circumstances, grant to an Officer some or all of the available family and community service leave on full pay.

16.2.2 Such cases may include but are not to 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 Officer's household;
- (b) accommodation matters 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 etc. threaten property and/or prevent an Officer from reporting for duty;
- (d) other personal circumstances such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons.

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

16.2.4 Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).

16.2.5 Officers who hold office in Local Government other than as a Mayor of a Municipal Council, Chief Executive Officer of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.

16.2.6 Family and community service leave on full pay which may, subject to this award, be granted to an Officer shall be as follows:

- (a) Two and a half of the Officer's working days in the first year of service. Two and a half days in the officer's second year of service and one day per year thereafter.

- (b) If available family and community 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. On the death of a person as defined in clause 16.1, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an Officer.
 - (c) In cases of illness of a family member for whose care and support the Officer is responsible, paid sick leave in accordance with subclause 16.3 of this clause, shall be granted when paid family and community service leave has been exhausted.
- 16.3 Use of Sick Leave to Care for a Family Member. When family and community service leave is exhausted, an Officer with responsibilities in relation to a category of person as set out in subclause 16.1 of this clause, who needs the Officer's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.
 - 16.3.1 An Officer with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
 - 16.3.2 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under sub clause 16.3.1 sick leave accrued from the previous three years including that accrued and referred to in clause 7, Appointment and Mobility Provisions, may also be accessed by an Officer with responsibilities in relation to a person who needs their care and support.
 - 16.3.3 The Chief Executive Officer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in 16.3.2 of this subclause.
 - 16.3.4 The Officers shall, if required, 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.
 - 16.3.5 The Officer has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
 - 16.3.6 The Officer is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - 16.3.7 The Officer shall, wherever practicable, give the Chief Executive Officer notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the Officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Officer to give prior notice of absence, the Officer shall notify his/her manager by telephone of such absence at the first opportunity on the day of absence.
 - 16.3.8 In normal circumstances, the Officer must not take leave under this subclause where another person has taken leave to care for the same person.
- 16.4 Compassionate Leave
 - 16.4.1 For the purpose of providing care and support for a person in accordance with this clause an Officer may elect with the consent of his/her manager to take compensatory leave at a time or times agreed with the manager.
 - 16.4.2 Compensatory leave taken as time off during ordinary working hours shall be taken at the ordinary working hours rate, that is an hour for each hour worked.

16.4.3 If having elected to take time as leave in accordance with paragraph 16.4.1 of this subclause and the leave is not taken for whatever reason the provisions of clause 9, Work Outside the Ordinary Hours of Work shall apply.

16.4.4 When applying the provisions of the said clause 9 in accordance with paragraph 16.4.3 of this subclause, the untaken leave shall be preserved for a period of 12 months before the forfeiture provisions of paragraph 9.2.4 of subclause 9.2 of clause 9, or the payment in lieu provisions of subclause 9.3 of clause 9 will apply.

16.5 Use of Make-up Time

16.5.1 An Officer may elect, with the consent of the Chief Executive Officer, to work "make-up time". "Make-up Time" is worked when the Officer takes time off during ordinary working hours, and works those hours at a later time, during the spread of ordinary working hours, at the ordinary working hours rate of pay.

16.6 Use of Other Leave Entitlement

16.6.1 The Chief Executive Officer may grant an Officer other leave entitlements for reasons related to family responsibilities of, or community service by, the Officer. An Officer may elect, with the consent of the Chief Executive Officer, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

17. Work Health and Safety

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

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

17.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employers 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 the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 17.3 Nothing in this clause 17 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 17.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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

- 17.5 This clause operates from 1 March 2006.

18. Anti-Discrimination

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

NOTES -

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

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

19. No Further Claims

- 19.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2023 there shall be no further claims by the parties to this award for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this Award.

20. Area, Incidence and Duration

- 20.1 The department for which this award is made is the NSW Education Standards Authority. The Award covers all persons employed on an ongoing basis, seconded or temporarily employed by the NESAs in the classifications of Chief Education Officer, Principal Education Officer, Senior Education Officer and Education Officer.
- 20.2 This award rescinds and replaces the Crown Employees (Board of Studies, Teaching and Educational Standard - Education Officers) Salaries and Conditions Award 2017, published 5 May 2017 (381 IG 211).
- 20.3 This award shall take effect on and from 1 January 2020 with a nominal term until and including 31 December 2022.

PART B

MONETARY RATES

Table 1 - Salaries

Chief Education Officer - Grade 1

Grade 1	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$	4% From the first pay period to commence on or after 1/1/2023 \$
Level 1	163,727	167,444	170,860	177,694
Level 2	169,038	172,875	176,402	183,458
Level 3	174,355	178,313	181,951	189,229
Level 4	177,923	181,962	185,674	193,101
Level 5	181,887	186,016	189,811	197,403

Chief Education Officer - Grade 2

Grade 2	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$	4% From the first pay period to commence on or after 1/1/2023 \$
Single Salary Point	186,434	190,666	194,556	202,338

Principal Education Officer

	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$	4% From the first pay period to commence on or after 1/1/2023 \$
Single Salary Point	160,104	163,738	167,078	173,761

Senior Education Officer Grade 1

	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$	4% From the first pay period to commence on or after 1/1/2023 \$
Level 1	123,062	125,855	128,422	133,559
Level 2	138,439	141,582	144,470	150,249

Senior Education Officer Grade 2

	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$	4% From the first pay period to commence on or after 1/1/2023 \$
Single Salary Point	144,316	147,592	150,603	156,627

Education Officer AECG

	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$	4% From the first pay period to commence on or after 1/1/2023 \$
Level 1				
1st year of service	89,690	91,726	93,597	97,341
Thereafter	92,519	94,619	96,549	100,411
Level 2				
1st year of service	96,146	98,329	100,335	104,348
Thereafter	98,964	101,210	103,275	107,406
Level 3				
1st year of service	101,926	104,240	106,366	110,621
Thereafter	104,982	107,365	109,555	113,937
Level 4				
1st year of service	109,345	111,827	114,108	118,672
Thereafter	112,824	115,385	117,739	122,449

Allowances

Allowances and the rates paid for allowances will be as determined and adjusted from time to time pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.

E. ROBINSON, *Industrial Registrar*

(061)

SERIAL C9746**CROWN EMPLOYEES (POLICE OFFICERS - 2021) AWARD****AWARD REPRINT**

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

E. ROBINSON, *Industrial Registrar*

Schedule of Variations Incorporated

Award/Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9681	25 August 2023	1 July 2022	394	1790
C9693	22 September 2023	11 January 2023	395	449

AWARD**PART A****1. Arrangement**

Clause No. Subject Matter

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SECTION 1 - GENERAL

2. No Further Claims

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

3. Definitions

- 3.1 "Officer" or "Officers" means and includes all persons appointed pursuant to the *Police Act 1990*, to be a police officer member of the New South Wales Police Force, including probationary constables, who as at the date of operation of this Award were occupying a position or rank specified in this Award, or who after that date are appointed to such a position or rank, but excluding those police officers employed as members of the New South Wales Police Force Senior Executive Service.
- 3.2 "Non-Commissioned Officer" means and includes all persons defined as officers in subclause 3.1 above who are employed in a non-commissioned capacity, as prescribed by section 3, "Definitions", of the *Police Act 1990*.
- 3.3 "Commissioned Officer" means and includes all persons defined as officers in subclause 3.1 above who are employed in a commissioned capacity, as prescribed by section 3, "Definitions", of the *Police Act 1990*.
- 3.4 "Commissioner" means the Commissioner of Police for the State of New South Wales or any person acting in such position from time to time.
- 3.5 "Service" means continuous service. Future appointees will be deemed to have the years of service indicated by the salaries at which they are appointed.
- 3.6 "Association" means the Police Association of New South Wales.
- 3.7 "Flexible Rostering Guidelines" means the guidelines agreed between the parties for the operation of flexible rosters, including the administration of leave, as varied from time to time by agreement.
- 3.8 "Local Arrangements" means an agreement reached at the sub-organisational level between the Commissioner and the Association in terms of clause 14, Local Arrangements, of this Award.

- 3.9 "Detective" means A Non-Commissioned Officer who is designated as a Detective or is currently undertaking or prepared to undertake the Detectives Education Program and who is permanently appointed to the duty type of Criminal Investigation.
- 3.10 "Leading Senior Constable" means and includes those Non-Commissioned Officers employed by the New South Wales Police Force, who on or after the date of operation of this Award are appointed as a Leading Senior Constable in accordance with clause 41, of this Award.
- 3.11 "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 3.12 "Police Prosecutor" means a Non-Commissioned Officer who has successfully completed the Prosecutor Education Program and is working in the Police Prosecutions Command.
- 3.13 "Wages Policy" means the NSW Government's Wages Policy outlined in the Industrial Relations (Public Service Conditions of Employment) Regulation 2014.

4. Commitment to Professional and Ethical Conduct

- 4.1 Officers must maintain the highest possible standards of professional and ethical conduct.
- 4.2 It is the responsibility of officers to be fully conversant with New South Wales Police Code of Conduct and Ethics and to ensure their actions are fully informed by the requirements of the Code.
- 4.3 Officers will be responsible for maintaining the currency of their professional knowledge and be proactive in maintaining the requisite competencies for incremental progression.
- 4.4 For its part the New South Wales Police Force will fully support officers who report corrupt, unethical or unprofessional conduct and those officers who make honest mistakes in the course of their duties.

5. Anti-Discrimination

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

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

NOTES

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

- 5.5.2 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 with the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

6. Inspection of Award

- 6.1 A copy of this Award will be available for inspection by officers at each Branch, Station or other place of attachment.

7. Existing Privileges

- 7.1 Except so far as altered expressly or by necessary implication, this Award is made on the understanding that all other existing privileges and conditions not specified within will continue during its currency.

8. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 8.1 For the purpose of this clause, "salary" means;
- 8.1.1 the "Loaded Salaries" prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates,
- 8.1.2 the "Loaded Salaries" prescribed by Table 2 - Detectives' Salaries of PART B, Monetary Rates,
- 8.1.3 the "Loaded Salaries" prescribed by Table 3 - Police Prosecutors Salaries, of PART B, Monetary Rates; or
- 8.1.4 the salaries prescribed by Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates.
- 8.2 By mutual agreement with the Commissioner, an officer may elect to package part or all of their salary in order to obtain;
- 8.2.1 a benefit or benefits selected from those approved from time to time by the Commissioner; and
- 8.2.2 a salary equal to the difference between the salary prescribed for the officer by subclause 8.1, and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the officer in accordance with such agreement.
- 8.3 The amount packaged, including any salary sacrifice to superannuation arrangement under subclause 8.10 to 8.14, may be up to one hundred (100) percent of the officer's salary.
- 8.3.1 Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include, but are not limited to, compulsory superannuation payment, HECS-HELP or FEE-HELP payments, child support payments, union fees and health fund premiums.
- 8.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 8.5 The agreement will be known as a Salary Packaging Agreement.

- 8.6 Except in accordance with subclause 8.10 to 8.14, a Salary 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 Salary Packaging Agreement.
- 8.7 Where the officer has elected to package a part or all of their salary:
- 8.7.1 subject to Australian Taxation Law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 8.7.2 any allowances, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment 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 salary will be calculated by reference to the salary which would have applied to the officer in the absence of any Salary Packaging Agreement made under this Award.
- 8.8 The Commissioner may vary the range and type of benefits available from time to time following discussions with the Association. Such variations will apply to any existing or future Salary Packaging Agreements from date of such variation.
- 8.9 The Commissioner 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 Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement immediately.
- 8.10 An officer may elect to sacrifice a part or all of their salary additional to employer superannuation contributions.
- 8.11 Where the officer makes an election in terms of subclause 8.10, the officer may elect to have the amount of salary sacrificed;
- 8.11.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as an optional employer contribution; or
- 8.11.2 subject to the Commissioner's agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- 8.12 Where an officer makes an election in terms of subclause 8.10, the Commissioner will pay the amount of salary, the subject of election to the relevant superannuation fund.
- 8.13 Where an officer makes an election in terms of subclause 8.10 and where the officer is a member of a superannuation scheme established under the;
- 8.13.1 *Police Regulation (Superannuation) Act 1906*;
- 8.13.2 *Superannuation Act 1916*;
- 8.13.3 *State Authorities Superannuation Act 1987*;
- 8.13.4 *State Authorities Non-Contributory Superannuation Act 1987*; or
- 8.13.5 *First State Superannuation Act 1992*
- The Commissioner must ensure that the amount of any additional employer superannuation contributions specified in subclause 8.10 of this clause is included in the officer's superable salary which is notified to the SAS Trustee Corporations.
- 8.14 Where an officer makes an election in terms of subclause 8.10, and where, prior to electing to sacrifice a part or all of their salary to superannuation, an officer has entered into an agreement with the

Commissioner to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 8.13 of this clause, the Commissioner will continue to base contributions to that fund on the salary payable to the same extent as applied before the officer sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Commissioner may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

9. Deduction of Police Association of New South Wales Membership Fees

- 9.1 The New South Wales Police Force will deduct Association membership fees from the salaries of officers who are members of the Association and have signed the appropriate authority. Unless the New South Wales Police Force and the Association agree to other arrangements, Association membership fees will be deducted and forwarded directly to the Association on a fortnightly basis.

10. Travelling Allowances

- 10.1 The Commissioner will require officers to obtain an authorisation for all official travel prior to incurring any travel expense.
- 10.2 Where available at a particular centre or location, the overnight accommodation to be occupied by officers who travel on official business will be the middle of the range standard, referred to generally as three-star or three-diamond standard of accommodation.
- 10.3 An officer who performs official duty from a temporary work location will be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the officer's residence in order to perform that duty.
- 10.4 An officer who performs official duty within the Newcastle, Sydney and Wollongong Metropolitan Areas and is approved to stay overnight will stay at one of a number of accommodation providers from a list developed in consultation with the Association and agreed between the parties subject to the provisions of subclause 10.12. The Commissioner will pay all accommodation related costs directly to the accommodation provider.
- 10.5 Where an officer performs official duty from a temporary work location not located in the Newcastle, Sydney or Wollongong metropolitan areas the officer for the first 35 days, may claim either;
- 10.5.1 the appropriate rate of allowance specified in Item 1 of Table 5 of Part B, Monetary Rates, for every period of 24 hours absence by the officer from their residence; and the rate of meal allowances specified in item 3 of Table 5 of PART B, Monetary Rates (excluding morning and afternoon teas) for any residual part day travel; or
- 10.5.2 actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 5 of PART B, Monetary Rates.
- 10.6 Payment of allowance as described in subclause 10.5 above for an absence of less than 24 hours may be made only where the officer satisfies the Commissioner that, despite the period of absence being of less than 24 hours' duration, expenditure for accommodation and three meals has been reasonably and necessarily incurred.
- 10.7 Where an officer is unable to so satisfy the Commissioner, the allowance payable for part days of travel will be limited to the expenses incurred during such part day travel.
- 10.8 After the first 35 days and up to 6 months at a temporary location an officer in receipt of an allowance as set out in Item 1 of Table 5 of PART B, Monetary Rates will have that allowance reduced by 50% provided that the reduced allowance paid to officers located in Broken Hill will be increased by one fifth.

10.9 Adjustment of Allowances

Where the Commissioner is satisfied, that an allowance under subclauses 10.5 and 10.8 is:

10.9.1 insufficient to adequately reimburse the officer for expenses properly and reasonably incurred, a further amount may be paid to reimburse the officer for the additional expenses that may be incurred; or

10.9.2 in excess of the amount which would adequately reimburse the officer for expenses properly and reasonably incurred the Commissioner may reduce the allowance to an amount which would reimburse the officer for expenses incurred reasonably and properly.

10.9.3 Subject to other agreed arrangements between the parties the allowance may be varied in accordance with those arrangements.

10.10 Production of Receipts

Payment of any actual expenses will be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the officer.

10.11 Travelling Distance

The need to obtain overnight accommodation will be determined by the Commissioner having regard to the safety of the officer or officers travelling on official business and local conditions applicable in the area. Where officers are required to perform duty during the evening or officers are required to commence duty early in a location away from their workplace, overnight accommodation will be appropriately granted by the Commissioner.

10.12 Where the Commissioner exercises the option available in 10.4, the following arrangements apply;

10.12.1 The officer may only stay in a property sourced from a schedule of suppliers agreed between the NSW Police Force and the Police Association of NSW.

10.12.2 Properties will meet the three star, or three diamond standard.

10.12.3 Any property that falls below that standard will be removed from the schedule.

10.12.4 The Association will not unreasonably withhold agreement to properties on the schedule.

10.12.5 The Commissioner may choose from any property on the agreed schedule.

10.12.6 Accommodation will be provided on the basis of a single room (one officer per room).

10.12.7 The Commissioner may waive this requirement where there is an operational need.

10.12.8 Officers being accommodated under this clause will not be liable for any 'out of pocket' expenses incurred for accommodation as a result of this arrangement.

10.12.9 Officers will retain access to meal and incidental rates, where otherwise provided in this award.

10.13 Review of Allowances

The parties agree that the Meal, Travelling and related allowances are to be reviewed in line with advice provided by the Secretary of the Treasury from time to time.

11. Provision of Quarters

- 11.1 With respect to Non-Commissioned Officers, "salary", for the purposes of this clause, means the "Loaded Salary" prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates, or the "Base Salary" prescribed by Table 2 - Detectives' Salaries of PART B, Monetary Rates, or the "Base Salary" prescribed by Table 3 - Police Prosecutors Salaries plus the 11.5% Loading as prescribed in Clause 40 of this Award. With respect to Commissioned Officers, "salary", for the purposes of this clause, means the "all up" salaries prescribed by Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award.
- 11.2 The salary of officers as defined in subclause 11.1 above is inclusive of an amount of 3% being an allowance in lieu of quarters. Officers provided with quarters will have deducted from their salary, as defined in subclause 11.1 above, an amount of 3% of such sum.

12. Remote Area - Living Allowances

- 12.1 For the purpose of this clause "Remote Area" means, an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality.
- 12.2 An Officer will be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 12.2.1 indefinitely stationed and living in a remote area as defined in subclause 12.1 above; or
- 12.2.2 not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 12.1 above.
- 12.3 The grade of appropriate allowance payable under this clause will be determined as follows:
- 12.3.1 Grade A allowances - the appropriate rate shown as Grade A in Table 5 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of all locations in a remote area, as defined in subclause 12.1 above, except as specified in paragraphs 12.3.2 and 12.3.3 of this subclause;
- 12.3.2 Grade B allowances - the appropriate rate shown as Grade B in Table 6 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of the towns and localities of Angledool, Baringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- 12.3.3 Grade C allowances - the appropriate rate shown as Grade C in Table 6 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nicoleche, Olive Downs, Tibooburra, Yethong and Lord Howe Island.

13. Part Time Employment

- 13.1 Officers may be employed on a part time basis for a period of less than 38 hours per week under guidelines agreed between the parties. While 10 hours per fortnight is generally regarded as a reasonable minimum, the Commissioner may approve a lesser minimum where it is necessary for the officer to work fewer hours per fortnight.
- 13.2 Officers working under a part time arrangement will be paid a pro rata of the relevant full time salary based on the following formula:

$$\frac{\text{Relevant Full Time Salary}}{38} \times \frac{\text{Average Weekly Hours Worked}}{38}$$

- 13.3 Part time employment may be worked under an ongoing arrangement (permanent part time work) or for a defined period of time (part time leave without pay).
- 13.4 Leave entitlements for part time officers will generally be calculated on a pro rata basis in accordance with the average weekly hours worked.
- 13.5 Increments for part time officers will be paid at the normal date with salary paid on a pro rata basis subject to the competency and performance requirements outlined in clauses 63 and 72 of this Award.

14. Local Arrangements

- 14.1 Local arrangements, as specified in this Award, may be negotiated between the Commissioner and the Association in respect to:
- 14.1.1 any organisational unit within the New South Wales Police Force or part thereof;
- 14.1.2 a particular group of officers; or
- 14.1.3 a particular duty type.
- 14.2 All local arrangements negotiated between the Commissioner and the Association must be contained in a formal document, such as an agreement made pursuant to s.87 of the *Police Act* 1990, a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument.
- 14.3 Local arrangements will not result in any net disadvantage to officers in terms of their total remuneration and conditions of employment.

SECTION 2 - LEAVE

15. Leave Generally

- 15.1 Except as otherwise provided for in this Section the leave entitlements of officers are prescribed by Part 6 of the Police Regulation, 2015.

16. Applications for Leave

- 16.1 An application by an officer for leave under this Section must be made to and be dealt with by the Commissioner. For the purpose of this Section any reference to the Commissioner will mean either the Commissioner or any other member of the New South Wales Police Force with the delegated authority to approve leave pursuant to section 31 of the *Police Act* 1990.
- 16.2 The Commissioner, in dealing with any such application must have regard to the operational requirements of the New South Wales Police Force, but as far as practicable is to deal with the application in accordance with the wishes of the officer.

17. Annual Leave

- 17.1 Annual leave on full pay accrues to a Non-Commissioned Officer at the rate of 6 weeks (228 working hours) per year.
- 17.2 Annual leave on full pay accrues to a Commissioned Officer;
- 17.2.1 at the rate of 5 weeks (190 working hours) per year, or
- 17.2.2 at the rate of 6 weeks (228 working hours) if the officer is a shift-working Commissioned Officer who is regularly required to work shift work, Sundays or Public Holidays.

- 17.3 Annual leave will be debited in accordance with the ordinary hours the officer would have been rostered to work had they not been on leave. Provided further that those Commissioned Officers referred to in paragraph 17.2.1, will be debited 7.6 hours for each working day taken as annual leave.
- 17.4 An officer while attached to a police station within the Western or Central Division (within the meaning of the *Crown Lands Consolidation Act* 1913, as in force immediately before its repeal) accrues additional annual leave on full pay at the rate of 38 working hours per year, or pro rata where only part of the year is spent attached to a police station or stations within the qualifying zones.
- 17.5 An officer who is rostered to work their ordinary hours of duty on a Sunday or public holiday will, on the completion of the relevant qualifying period, accrue additional annual leave on full pay on the following basis:

Number of ordinary rostered shifts worked on Sundays and/or Public Holidays during a qualifying period.	Additional Annual Leave
4-10	1 additional working day
11-17	2 additional working days
18-24	3 additional working days
25-31	4 additional working days
32 or more	5 additional working days

For the purpose of this subclause:

- 17.5.1 Any ordinary rostered shift, the major portion of which is worked on a Sunday or Public Holiday will be deemed to be an ordinary shift worked on a Sunday or Public Holiday.
- 17.5.2 A qualifying period will mean the period commencing 12 months from 1 December each year.
- 17.6 An officer will accrue additional annual leave on full pay at the rate of 7.6 working hours for each holiday publicly observed throughout the State, other than the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day or Boxing Day are publicly observed.
- 17.7 At least 2 consecutive weeks annual leave is required to be taken by an officer every 12 months except where an officer has insufficient leave to credit.
- 17.8 Each officer is required to manage their leave to ensure there is no accrual of leave above 9 weeks (342 working hours), except as provided for at subclause 17.12, Conservation of Leave.
- 17.9 The Commissioner will notify an officer in writing when the projected accrual of leave within any 12 month period will exceed 342 working hours and the officer is required to (except as provided for at subclause 17.12), roster sufficient annual leave in order that their projected accrual of leave will not exceed 342 working hours.
- 17.10 Where insufficient annual leave has been nominated by an officer to reduce their projected leave accrual below 342 working hours, the Commissioner may direct an officer to take annual leave at any time of the year, subject to a reasonable period of notice being not less than four weeks.
- 17.11 As far as practicable, the Commissioner will take into account the wishes of the officer in respect of the rostering of annual leave but will be required to balance the needs of the organisation with the wishes of the officer.
- 17.12 Conservation of Leave - If an officer is prevented by operational (as advised by their supervisor) or personal reasons from taking sufficient annual leave to maintain accrued leave at a level below 342 working hours, the Commissioner will consider, and where approved, enter into a written agreement with the officer approving the accrual of annual leave above 342 working hours. Such agreement will include the reasons for the accrual and the manner and time at which leave will be reduced below 342 working hours.

- 17.13 Annual Leave will generally be taken in periods of one week or multiples of one week inclusive of any Rest Days or Recurrent Leave Days. Lesser periods of Annual Leave may be taken by agreement between the Officer and their Commander/Manager.
- 17.14 The Commissioner will inform an officer in writing on a regular basis of the officer's annual leave accrual.
- 17.15 Termination of services
- 17.15.1 An officer who resigns or retires or whose services are otherwise terminated (except by death) is, on cessation of employment, entitled to be paid immediately, instead of annual leave accrued and remaining untaken, the money value of that leave as a gratuity.
- 17.15.2 An officer to whom paragraph 17.15.1 above applies may elect to take either the whole or part of the annual leave accrued and remaining untaken at cessation of active duty as annual leave on full pay instead of taking the money value of that leave as a gratuity.
- 17.15.3 If an officer has acquired a right to annual leave with pay and dies before entering on it, or after entering on it dies before its termination:
- (a) the officer's surviving spouse, or
 - (b) if there is no such surviving spouse, the officer's children, or
 - (c) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer, is entitled to receive the money value of the leave not taken.
- 17.15.4 If there is a guardian of any children entitled under paragraph 17.15.3, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- 17.15.5 If there is no person entitled under paragraph 17.15.3 to receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, the payment is to be made to the officer's personal representatives.
- 17.15.6 If payment of the money value of leave has been made under this clause, the Crown and the Commissioner cease to be liable for payment of any amount in respect of that leave.
- 17.15.7 In this subclause, "surviving spouse" of an officer who has died includes any person who, immediately before the death, was in a de facto relationship (within the meaning of the *Property (Relationships) Act 1984*) with the officer.
- 17.16 Accrual of Annual Leave While on Extended Leave, Sick Leave
- 17.16.1 Annual leave accrues in respect of any period an officer is on extended leave on full pay, but during one-half only of any period of extended leave on half pay.
- 17.16.2 Annual leave accrues in respect of any period during which an officer is on sick leave (whether with or without pay) and in respect of 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*.
- 17.17 Accrual of Annual Leave While Suspended Without Pay
- 17.17.1 Annual leave does not accrue in respect of any period an officer is suspended without pay in accordance with Regulation 52 Police Regulation 2015 except as provided at 17.17.2.

- 17.17.2 Where an officer ceases to be suspended without pay and is not terminated pursuant to s 181D of the *Police Act* 1990 (NSW), annual leave accrues in respect of any such period of suspension without pay.
- 17.17.3 For the purposes of this provision, pay does not include maintenance payments made under Regulation 52 (3) of Police Regulation 2015.
- 17.17.4 This clause only applies to an officer who commences a period of suspension without pay on or after the day following the making of this award.

18. Purchased Leave

- 18.1 An officer may apply to enter into an agreement with the Commissioner to purchase either 2 weeks (76 working hours) or 4 weeks (152 working hours) additional leave in a 12 month period.
- 18.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account NSW Police Force business needs and work demands.
- 18.1.2 The leave must be taken in the 12 month period specified in the 'Purchased Leave Agreement'.
- 18.1.3 The leave will count as service for all purposes.
- 18.2 The purchased leave will be funded through the reduction in the officer's ordinary rate of pay.
- 18.2.1 For the purpose of this clause "Ordinary Rate of Pay" means an officer's base salary plus any loadings or allowances in the nature of salary.
- 18.2.2 "Purchased leave rate of pay" means the rate of pay an officer receives when their ordinary rate of pay has been reduced to cover the cost of purchased leave.
- 18.2.3 To calculate the purchased leave rate of pay, the officer's ordinary rate of pay will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 18.3 Purchased leave is subject to the following provisions:
- 18.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 18.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, annual leave, extended leave or time off in lieu will be paid at the purchased leave rate of pay.
- 18.3.3 Sick leave cannot be taken during a period of purchased leave.
- 18.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation.
- 18.3.5 Overtime and salary related allowances not paid during periods of annual leave will be calculated using the officer's hourly rate based on the base salary rate.
- 18.3.6 Relieving Duties Allowance will not be paid when a period of purchased leave is taken.
- 18.4 Specific conditions governing purchased leave may be amended from time to time by the Secretary of the Treasury in consultation with the Association. The NSW Police Force may make adjustments relating to their salary administration arrangements.

19. Extended Leave

- 19.1 Except as otherwise provided for in this clause the extended leave entitlements of officers are prescribed by Part 6, Division 2 of the Police Regulation, 2015.

19.2 Entitlement to Extended Leave

19.2.1 Subject to this Clause, an officer is entitled:

- (a) after service for 7 years, to an amount of leave proportionate to an officer's length of service (up to 10 years), calculated on the basis of 2 months (334.4 working hours) on full pay or 4 months (668.8 working hours) on half pay, or 1 month (167.2 working hours) on double pay for 10 years served, and
- (b) after service for more than 10 years, to:
 - (i) leave as provided by subparagraph (a) above, and
 - (ii) in addition, an amount of leave proportionate to the officer's length of service after 10 years, calculated on the basis of 5 months (836 working hours) on full pay, or 10 months (1,672 working hours) on half pay, or 2.5 months (418 working hours) on double pay for 10 years served after service for 10 years.

19.2.2 For the purpose of calculating the entitlement of an officer to extended leave under this subclause at any time:

- (a) there must be deducted from the amount of extended leave to which, but for this paragraph, that officer would be entitled:
 - (i) any extended leave, or leave in the nature of extended leave, and
 - (ii) the equivalent, in extended leave, of any benefit instead of extended leave or leave in the nature of extended leave, and
- (b) taken or received by that officer before that time, and
- (c) the provisions of Schedule 1 of the Government Sector Employment Regulation 2014 have effect.

19.2.3 If the services of an officer with at least 5 years' service and less than 7 years' service are terminated (otherwise than by the making of an order pursuant to section 181D of the *Police Act 1990*):

- (a) by the Crown, the Governor or the Commissioner for any reason other than the officer's serious and intentional misconduct, or
- (b) by the officer on account of illness, incapacity or domestic or other pressing necessity,
the officer is entitled:
- (c) for 5 years' service, to 1 month's leave (167.2 working hours) on full pay, and
- (d) for service after 5 years, to a proportionate amount of leave on full pay calculated on the basis of 3 months' leave (501.6 working hours) for 15 years' service.

19.2.4 For the purposes of paragraph 19.2.1 above, "service" includes:

- (a) service under the *Teaching Services Act 1980*, and
- (b) any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
- (c) in the case of an officer who has completed at least 7 years' service, any period of leave without pay, not exceeding 6 months, taken after that commencement.

19.2.5 In subparagraph (c) of 19.2.4, for the purpose of determining whether or not an officer has completed at least 7 years' service, the officer's period of service is to be taken:

- (a) 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
- (b) to exclude any period of leave without pay taken after that commencement.

19.3 Debiting Extended Leave

19.3.1 Where an officer is granted sufficient extended leave to enable a complete rostered week to be taken as extended leave, then the officer's credit of extended leave will be debited by 38 hours and the officer will be deemed to be on extended leave for the entire rostered week, inclusive of rest days, recurrent leave days and public holidays.

19.3.2 Where an officer seeks and is granted sufficient extended leave to enable a lesser period than a complete rostered week to be taken as extended leave, inclusive of rest days and recurrent leave days, then the officer's extended leave credits will be debited by the hours the officer would have otherwise worked in accordance with the roster had the officer not been on extended leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 working hours) will be debited 7.6 hours for each working day taken as extended leave.

19.3.3 An officer may apply for extended leave at double pay. Where such leave is granted and taken, the amount of extended leave debited from the officer's entitlement will be double of that which would otherwise be debited if the officer had applied for extended leave at full pay.

19.3.4 Public Holidays that fall whilst an officer is on extended leave will be paid and not debited from the officer's extended leave entitlement.

19.3.5 Prior to entering on extended leave and/or immediately following resumption, an officer's ordinary working hours will, if necessary, be adjusted so that the officer's ordinary hours average 38 per week for that part of the roster period not included in the period of extended leave.

19.4 Entitlement to Gratuity Instead of Extended Leave

An officer who has acquired a right to extended leave with pay is entitled, immediately on the termination of the officer's services, to be paid instead of that leave the money value of the extended leave as a gratuity in addition to any gratuity to which the officer may be otherwise entitled.

19.5 Payment Where Officer Has Died

19.5.1 If an officer has acquired a right to extended leave with pay and dies before starting it, or after starting it dies before completing it:

- (a) the officer's surviving spouse, or
- (b) if there is no such surviving spouse, the officer's children, or
- (c) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer, is entitled to receive the money value of the leave not taken, or not completed, calculated at the rate of salary that the officer received at the time of his or her death, less any amount paid to the officer in respect of the leave not taken, or not completed.

19.5.2 If an officer with at least 5 years' service as an adult and less than 7 years' service dies:

- (a) the officer's surviving spouse, or
- (b) if there is no such surviving spouse, the officer's children, or

- (c) if there is no such surviving spouse or child, the persons who, in the opinion of the Commissioner, were, at the time of the death of the officer, dependant relatives of the officer,

is or are entitled to receive the money value of the leave which would have accrued to the officer had her or his services terminated, calculated at the rate of salary that the officer was receiving at the time of his or her death.

19.5.3 If there is a guardian of any children entitled under paragraph (a) or (b), the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.

19.5.4 If there is no person entitled under paragraph 19.5.1 or 19.5.2 to receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, payment in respect of that leave must be made to the officer's personal representatives.

19.5.5 Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.

19.5.6 If payment of the money value of leave has been made under this clause, the Crown and the Commissioner cease to be liable for payment of any amount in respect of that leave.

19.5.7 In this subclause, "surviving spouse" of an officer who has died includes any person who, immediately before the death, was in a de facto relationship (within the meaning of the *Property (Relationships) Act* 1984) with the officer.

20. Sick Leave

20.1 Except as otherwise provided for in this clause, the sick leave entitlements of officers are prescribed by Part 6, Division 8 of the Police Regulation, 2015.

20.2 Authority to grant sick leave

20.2.1 Subject to the provisions of this clause, if the Commissioner is satisfied that an officer is unable to perform her or his duty because of illness, the Commissioner:

- (a) must grant the officer sick leave on full pay, and
- (b) may grant the officer sick leave without pay if the absence of the officer exceeds his or her entitlement to sick leave on full pay under this clause.

20.2.2 An officer may elect to take available annual or extended leave instead of sick leave without pay.

20.2.3 Payment for sick leave is subject to the Officer;

- (a) Informing their supervisor as soon as reasonably practicable that they are unable to perform duty because of illness; and
- (b) stating the nature of the illness or injury and estimated duration of the absence at the time of notifying their manager; and
- (c) Providing evidence of illness as soon as practicable as required by this clause.

20.2.4 If an officer is concerned about disclosing the nature of the illness to their supervisor they may elect to have the application for sick leave dealt with confidentially by an alternative manager or the human resources section of the NSW Police Force.

20.3 Requirements for Medical Evidence

20.3.1 A reference in this clause to medical evidence of illness will apply, as appropriate:

- (a) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillofacial surgeon or, at the Commissioner's discretion, another registered health services provider,
- (b) where the absence exceeds one week, and unless the health provider listed in subparagraph (a) 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
- (c) at the Commissioner's discretion, other forms of evidence that satisfy that the officer had a genuine illness.

20.3.2 As a general practice backdated medical certificates will not be accepted. However, if an officer 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.

20.3.3 An officer absent from duty because of illness:

- (a) in respect of any such absence in excess of 2 consecutive working days, must furnish medical evidence to the Commissioner, or
- (b) in respect of any such absence of 2 consecutive working days or less, must if required to do so by the Commissioner, furnish medical evidence to the Commissioner.
- (c) In addition to the requirements under paragraph 20.2.3, an officer may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the Commissioner. Officers who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Commissioner for each occasion absent for the balance of the calendar year.

20.3.4 Despite paragraph 20.3.1, the Commissioner may at any time require an officer who has been granted sick leave to furnish medical evidence of the inability of the officer to resume duty.

20.3.5 If the Commissioner is concerned about the diagnosis described in the evidence of illness produced by the officer, after discussion with the officer, the evidence provided and the officer's application for leave can be referred to a medical practitioner chosen by the Commissioner.

- (a) The type of leave granted to the officer will be determined by the Commissioner on the advice of a medical practitioner chosen by the Commissioner.
- (b) If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the officer when determining the type of leave granted.

20.3.6 An officer may elect to have an application for sick leave dealt with confidentially by a medical practitioner in accordance with such procedures as may be determined from time to time by the Commissioner.

20.3.7 Where an officer on annual leave or extended leave furnishes to the Commissioner a satisfactory medical certificate in respect of illness occurring during that leave, the Commissioner may, subject to the provisions of this subclause, grant sick leave to the officer for the following period:

- (a) in the case of an officer on annual leave, the period set out in the medical certificate,
- (b) in the case of an officer on extended leave, the period set out in the medical certificate, unless that period is less than 7 calendar days.

20.3.8 Paragraph 20.3.7 applies to all officers other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

20.3.9 Paragraph 20.3.7 does not apply to sick leave that has been taken for carer's leave purposes in accordance with clause 21, of this Award (Sick Leave to Care for a Family Member).

20.4 Sick Leave Entitlements

20.4.1 Sick leave on full pay accrues to an officer at the rate of 15 working days (114 working hours) each calendar year, and any such accrued leave, which is not taken, is cumulative.

20.4.2 Sick leave will be debited in accordance with the ordinary hours the officer would have worked had they not been absent on sick leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 working hours) will be debited 7.6 hours for each working day taken as sick leave.

20.4.3 Sick leave on full pay accrues at the beginning of the calendar year, but if an officer is appointed during a calendar year, sick leave on full pay accrues on the date the officer commences duty at the rate of one and a quarter working days (9.5 working hours) for each complete month before the next 1 January.

20.5 Re-credit of Rest Days - Non Commissioned Officers

Any Non-Commissioned Officer classified as a seven day shift worker who is sick on two or more rest days in any rostered week may elect to have the second and subsequent rest days re-credited and have their sick leave debited accordingly. Such re-credited rest days will be taken as rest days in lieu at a mutually convenient time in the current or next roster period. The number of hours to be debited from sick leave on a rest day when sick will be the number of rostered hours that would have otherwise been worked on the day or days taken as rest day(s) in lieu. Provided further that no more than three rest days can be re-credited for any one continuous period of sick leave.

20.6 Payment During Initial Period of Service

20.6.1 No more than 5 working days' (38 working hours) sick leave is to be granted to an officer during the first 3 months of service unless a satisfactory medical certificate in respect of each absence is furnished.

20.6.2 On completion of the first 12 months' service, payment may be made to an officer for such portion of sick leave taken without pay during the first 3 months of that service as, with the addition of all sick leave on full pay granted during that period of 12 months, does not exceed a total of 15 working days (114 working hours).

20.7 Procedure Where Workers Compensation Claimed

20.7.1 This paragraph applies where an officer is or becomes unable to attend for duty or to continue on duty in circumstances which may give the officer a right to claim compensation under the *Workers Compensation Act 1987*.

20.7.2 If an officer has made a claim for any such compensation, the officer may, pending the determination of that claim and subject to the provisions of this clause and to subparagraph 20.3.5(a) and paragraph 20.3.7, be granted by the Commissioner sick leave on full pay for which the officer is eligible, and if that claim is accepted the equivalent period of any such sick leave is to be restored to the credit of the officer.

20.7.3 If an officer who is required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act refuses to submit to or in any way obstructs any such examination the officer is not to be granted sick leave on full pay until that examination has taken place and a medical certificate has been given indicating that the officer is not fit to resume duty.

20.7.4 If, as a result of any such medical examination:

- (a) a certificate is given under the *Workers Compensation Act 1987* setting out the condition and fitness for employment of the officer or the kind of employment for which the officer is fit, and
 - (b) the Commissioner makes available to the officer employment falling within the terms of that certificate, and
 - (c) the officer refuses or fails to resume or perform the employment so provided,
- all payments in accordance with this clause are to cease from the date of that refusal or failure.

20.7.5 Despite sub paragraph 20.7.4(b), if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 87F of the *Workers Compensation Act 1987*, there will then be no further sick leave granted on full pay.

20.8 Procedure Where Other Claim Has Been Made.

20.8.1 This paragraph applies if the circumstances of any injury to or illness of an officer may give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*.

20.8.2 Sick leave on full pay may, subject to and in accordance with this clause, be granted to an officer on completion of an undertaking by the officer in a form approved by the Commissioner:

- (a) that any such claim if made will include a claim for the value of any period of sick leave on full pay granted, and
- (b) that, if the officer receives or recovers damages or compensation pursuant to that claim for loss of salary during any such period of sick leave, the officer will repay to the Commissioner such money as is paid by the Commissioner in respect of any such period of sick leave.

20.8.3 Sick leave on full pay is not to be granted to an officer who refuses or fails to complete such an undertaking, except with the express approval of the Commissioner given on the grounds that the refusal or failure is unavoidable in the circumstances.

20.8.4 On repayment made to the Commissioner pursuant to an undertaking given by an officer, sick leave equivalent to that repayment, calculated at the ordinary rate of pay of the officer, is to be restored to the credit of the officer.

21. Sick Leave to Care for a Family Member

21.1 Where family and community service leave provided in clause 29 is exhausted, an officer with responsibilities in relation to a category of person set out in paragraph 21.1.3 of this clause who needs the officer's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single shift.

21.1.1 The sick leave will initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous three years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the officer's eligible service.

21.1.2 The officer will, if required,

- (a) establish either by production of medical evidence consistent with the requirements of paragraph 20.3.1, 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 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, an officer must not take carer's leave under this subclause where another person had taken leave to care for the same person.

21.1.3 The entitlement to use sick leave in accordance with this clause is subject to;

- (a) the officer being responsible for the care and support of the person concerned; and
- (b) the person concerned being;

a spouse of the officer, or

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

a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the officer or of the spouse or of the de facto spouse of the officer; or

a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or a relative of the officer 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.

22. Maternity Leave

22.1 An officer who is pregnant will, subject to this clause, be entitled to be granted maternity leave as follows:

22.1.1 for a period up to 9 weeks prior to the expected date of birth; and

22.1.2 for a further period of up to 12 months from the actual date of birth.

22.2 An officer who has been granted Maternity Leave may, with the permission of the Commissioner, take leave after the actual date of birth:

22.2.1 full-time for a period of up to 12 months; or

22.2.2 part-time for a period of up to 2 years; or

22.2.3 as a combination of full-time and part-time over a proportionate period up to two years.

- 22.3 An officer who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 22.4 An officer who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child will be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- 22.5 If the position occupied by the officer immediately prior to the taking of maternity leave has ceased to exist, but there are other positions available that the officer is qualified for and is capable of performing, the officer will be appointed to a position of the same rank as the officer's former position.
- 22.6 An officer who:
- 22.6.1 applied for maternity leave within the time and in the manner determined by the Commissioner; and
 - 22.6.2 prior to the expected date of birth, completed not less than 40 weeks' continuous service, will be paid at her ordinary rate of pay for a period not exceeding 14 weeks or the period of maternity leave taken, whichever is the lesser period, from the date maternity leave commences.
- 22.7 Except as provided in subclause 22.6 of this clause, maternity leave will be granted without pay.

23. Parental Leave

- 23.1 Parental Leave will be granted as follows:
- 23.1.1 Short Term Parental leave - an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy. See also paragraph 25.1.1 Right to Request Additional Maternity, Parental or Adoption Leave.
 - 23.1.2 Extended Parental leave - not exceeding 12 months. Further Parental Leave may be granted in terms outlined under paragraph 25.1.2 Right to Request Additional Maternity, Parental or Adoption Leave.
- 23.2 Extended Parental leave may commence at any time up to 2 years from the date of birth or adoption of the child.
- 23.3 Extended Parental leave:
- 23.3.1 may be taken full-time for a period not exceeding 12 months, or
 - 23.3.2 may be taken part-time over a period not exceeding 2 years, or
 - 23.3.3 may be taken partly full-time and partly part-time over a proportionate period.
 - 23.3.4 Extended Parental leave may then continue under the terms outlined in paragraph 25.1.3 of subclause 25.1 Right to Request Additional, Maternity, Parental or Adoption Leave.
- 23.4 An officer who resumes duty immediately on the expiration of parental leave:
- 23.4.1 if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or
 - 23.4.2 if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.

- 23.5 An officer who;
- 23.5.1 applied for parental leave within the time and in the manner determined by the Commissioner; and
- 23.5.2 prior to the expected date of birth or adoption, completed not less than 40 weeks' continuous service, will be paid at the ordinary rate of pay for a period not exceeding 1 week or the period of parental leave taken, whichever is the lesser period.
- 23.6 Except as provided in subclause 23.5 of this clause, parental leave is to be granted without pay.

24. Adoption Leave

- 24.1 An officer who adopts, and becomes the primary care-giver for, a child:
- 24.1.1 if the child has not commenced school at the date of the taking of custody, is entitled to be granted adoption leave for a maximum period of 12 months, or
- 24.1.2 if the child has commenced school at that date, may be granted adoption leave for such period (not exceeding 12 months on a full-time basis) as the Commissioner may determine.
- 24.2 Adoption leave referred to in subclause 24.1:
- 24.2.1 may be taken full-time for a period not exceeding 12 months, or
- 24.2.2 may be taken part-time over a period not exceeding 2 years, or
- 24.2.3 may be taken partly full-time and partly part-time over a proportionate period,
- 24.2.4 Adoption leave may then continue under the terms outlined in paragraphs 25.1.2 and 25.1.3 Right to Request Additional Maternity, Parental or Adoption leave as the Commissioner may permit.
- 24.3 Adoption leave commences on the date when the officer 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 officer.
- 24.4 An officer who resumes duty immediately on the expiration of adoption leave:
- 24.4.1 if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or
- 24.4.2 if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.
- 24.5 Except as otherwise provided by subclause 24.6, adoption leave is to be granted without pay.
- 24.6 An officer who:
- 24.6.1 applies for adoption leave within such time and in such manner as the Commissioner may from time to time determine, and
- 24.6.2 prior to the commencement of adoption leave, completes not less than 40 weeks' continuous service,
- is entitled to payment at her or his ordinary rate of pay for a period of 14 weeks of adoption leave or the period of adoption leave taken, whichever is the shorter period.

25. Right to Request Additional Maternity, Parental or Adoption Leave

- 25.1 An officer who has been granted maternity, parental, or adoption leave in accordance with clauses 22, 23 or 24 of this Award may make a request to the Commissioner to;
- 25.1.1 extend a period of short term parental leave as provided for in subclause 23.1 of this Award to an unbroken period of 8 weeks;
- 25.1.2 extend the period of unpaid maternity, parental, or adoption leave for a further continuous period of leave not exceeding 12 months;
- 25.1.3 return from a period of full time maternity, parental or adoption leave on a part time basis until the child reaches school age;
- to assist the officer in reconciling work and parental responsibilities.
- 25.2 The Commissioner will consider the request having regard to the officer's circumstances and, provided the request is genuinely based on the officer's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or operational requirements. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

26. Communication During Maternity, Parental or Adoption Leave

- 26.1 Where an officer is on maternity, parental or adoption leave and a definite decision has been made to introduce significant change at the workplace, the Commissioner will take reasonable steps to;
- 26.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the officer held before commencing maternity, parental or adoption leave; and
- 26.1.2 provide an opportunity for the officer to discuss any significant effect the change will have on the status or responsibility level of the position the officer held before commencing maternity, parental or adoption leave.
- 26.2 The officer will take reasonable steps to inform the Commissioner about any significant matter that will affect the officer's decision regarding the duration of maternity, parental or adoption leave to be taken, whether the officer intends to return to work and whether the officer intends to return to work on a part-time basis.
- 26.3 The officer will also notify the Commissioner of changes of address or other contact details which might affect the Commissioner's capacity to comply with subclause 26.1.

27. Accrual of Leave While on Maternity, Parental or Adoption Leave

- 27.1 For the purpose of accrual of leave by an officer:
- 27.1.1 any period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay is to be counted as service, and
- 27.1.2 half of any period of maternity leave or adoption leave in respect of which payment was made at the rate of half pay is to be counted as service.
- 27.2 For the purpose of accrual of leave by an officer, any period of maternity leave, adoption leave or parental leave taken as leave without pay is not to be counted as service except as provided by clause 19, Extended Leave.

28. Incremental Progression While on Maternity Leave, Adoption Leave or Parental Leave

- 28.1 For the purpose of payment of any increment to an officer:
- 28.1.1 a period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay or half pay is to be counted as service, and
- 28.1.2 a period of any maternity leave, adoption leave or parental leave without pay is not to be counted as service.

29. Family and Community Service Leave

- 29.1 The Commissioner will, in the case of emergencies or in personal or domestic circumstances, grant to an officer some or all of the available family and community service leave on full pay.
- 29.2 Such cases may include but not be limited to the following:
- 29.2.1 compassionate grounds - such as the death or illness of a close member of the family or an officer or the officer's household;
- 29.2.2 accommodation matters up to one day - such as attendance at court as a defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- 29.2.3 emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent an officer from reporting for duty;
- 29.2.4 other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- 29.3 An officer is not to be granted family and community service leave for attendance at court to answer a criminal charge unless the Commissioner approves the grant of leave in the particular case.
- 29.4 The maximum amount of family and community service leave on full pay that may be granted to an officer is:
- 29.4.1 two and a half working days (19 working hours) during the first year of service, and 5 working days (38 working hours) in any period of 2 years after the first year of service, or;
- 29.4.2 after the completion of 2 years service, 7.6 working hours for each completed year of service on or after 1 January 1995 and 8 working hours for each completed year of service prior to 1 January 1995, less any period of family and community service leave already taken by the officer.
- 29.5 Family and community service leave will be debited in accordance with the ordinary hours the officer would have worked had they not been absent on such leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 hours) will be debited 7.6 hours for each working day taken as family and community service leave.
- 29.6 The Commissioner may grant up to 5 working days' (38 working hours) family and community service leave without pay to an officer in any period of one year if the amount of paid family and community service leave available to the officer for that period has been used.
- 29.7 The amount of any family and community service leave without pay that may be granted under subclause 29.6 in any period of one year is to be reduced by the amount of any paid family and community service leave already taken by the officer in the same period.

30. Leave Without Pay

- 30.1 The Commissioner may grant leave without pay to an officer for a period not exceeding 3 years if good and sufficient reason is shown.
- 30.2 Leave without pay is subject to such conditions as the Commissioner may from time to time determine.
- 30.3 Leave without pay may be granted on a full-time or a part-time basis.
- 30.4 Leave without pay is not to be counted as service for the purposes of:
- 30.4.1 accrual of annual leave or sick leave, or
 - 30.4.2 the payment of any increment.
- 30.5 Leave without pay is not to be counted as service for the purposes of:
- 30.5.1 any qualification for promotion within the rank of constable, or
 - 30.5.2 the period of any probation.
- 30.6 This clause does not apply to leave without pay that is sick leave, maternity leave, adoption leave or parental leave.

31. Military Leave

- 31.1 During the period of 12 months commencing on 1 July each year, the Commissioner may grant to an officer 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 officer's unit.
- 31.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an officer from rendering or volunteering to render, ordinary defence Reserve service.
- 31.3 Up to 24 working days (182.4 working hours) military leave per year may be granted by the Commissioner to members of the Naval and Military Reserves and up to 28 working days (212.8 working hours) per year to members of the Air Force Reserve for the activities specified in subclause 31.1 of this clause.
- 31.4 The Commissioner may grant an officer 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.
- 31.5 An officer who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 31.3 of this clause may be granted Military Leave Top Up Pay by the Commissioner.
- 31.6 Military Leave Top Up Pay is calculated as the difference between an officer's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence. For the purpose of this clause ordinary pay will include the officers annual salary (including loadings paid to non-commissioned officers), plus any annualised allowances such as special duties, academic, remote areas or plain clothes allowances ordinarily received by the officer but will not include shift penalties, overtime payments or on-call allowances.
- 31.7 During a period of Military Leave Top Up Pay, an officer will continue to accrue sick leave, annual leave and extended leave entitlements, and the NSW Police Force is to continue to make superannuation contributions at the normal rate.

- 31.8 At the expiration of military leave in accordance with subclause 31.3 or 31.4 of this clause, the officer will 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.

32. Special Leave

- 32.1 Special leave on full pay is to be granted to officers:
- 32.1.1 for the purpose of attending at any examination under the *Police Act* 1990 or the *Police Regulation* 2015, and
- 32.1.2 up to a maximum of 38 working hours in any 1 year for the purpose of attending at any other examination approved by the Commissioner for the purposes of this subclause.
- 32.2 Special leave granted under subclause 32.1 for the purposes of attending at an examination is to include leave for any necessary travel to or from the place at which the examination is held.
- 32.3 Special leave on full pay may be granted to officers for such other purposes and during such periods and subject to such conditions as may be determined from time to time by the Secretary for the Treasury.
- 32.4 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 33. 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.

33. Leave for Matters Arising from Domestic Violence

- 33.1 The Definition of domestic violence is found in clause 3.11 of this award.
- 33.2 Leave entitlements provided for in clause 29, Family and Community Service Leave, clause 20, Sick Leave and clause 21, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 33.3 Where the leave entitlements referred to in subclause 33.2 are exhausted, The Commissioner will grant Special Leave as per clause 32.4
- 33.4 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 NSW Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 33.5 Personal information concerning domestic violence will be kept confidential by the NSW Police Force.
- 33.6 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.
- 33.7 Where an application for leave includes information that identifies a situation of domestic or other violence, police officers and managers will also discharge their duty as required under the Code of Conduct for the NSW Police Force Response to Domestic and Family Violence, as it is amended from time to time, in order to meet their obligations to provide victims the best possible protection.

SECTION 3 - ASSOCIATION ACTIVITIES

34. Association Activities Regarded as Special Leave

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

- 34.1.1 annual or biennial conferences of the delegate's union;
- 34.1.2 meetings of the union's Executive, Committee of Management or Councils;
- 34.1.3 annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 34.1.4 attendance at meetings called by Unions NSW involving a government sector association, which requires attendance of a delegate;
- 34.1.5 attendance at meetings called by the Secretary for the Treasury, for industrial purposes, as and when required;
- 34.1.6 giving evidence before an Industrial Tribunal as a witness for the Association;
- 34.1.7 reasonable travelling time to and from conferences or meetings to which the provisions of clauses 34, 35 and 36 of this Award apply.

35. Association Activities Regarded as on Duty

- 35.1 An Association delegate will be released from the performance of normal departmental duty when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:
 - 35.1.1 Attendance at meetings of the workplace's Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the Regulations;
 - 35.1.2 Attendance at meetings with workplace management or workplace management representatives;
 - 35.1.3 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,
 - 35.1.4 by agreement with management, where operational requirements allow the taking of such time;
 - (a) giving evidence in court on behalf of the employer;
 - (b) appearing as a witness before the Industrial Relations Commission in relation to a disciplinary or Hurt on Duty appeal;
 - (c) representing their Association at the Industrial Relations Commission in relation to a disciplinary or Hurt on Duty appeal as an advocate;
 - (d) presenting information on the Association and Association activities at induction sessions for new staff of the New South Wales Police Force; and
 - (e) 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.

36. Association Training Courses

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

36.1.1 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 pursuant to clause 14, Local Arrangements, of this Award.

36.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the officer's Association or a training provider nominated by the Association. A maximum of 12 working days (91.2 working hours) in any period of 2 years applies to this training and is subject to the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff.

SECTION 4 - NON-COMMISSIONED OFFICERS

37. Salaries (Other Than Detectives and Police Prosecutors)

37.1 Subject to the *Police Act* 1990, and Regulations and any requirements there under and to the provisions of clause 64, Competency Based Incremental Progression (Non-Commissioned Officers), of this Award, a Non-Commissioned Officer (other than Detectives and Police Prosecutors) will, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates.

38. Salaries (Detectives)

38.1 Subject to the *Police Act* 1990, and Regulations and any requirements there under and to the provisions of clause 64, "Competency Based Incremental Progression" (Non-Commissioned Officers), of this Award, a Detective will, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 2 - Detectives' Salaries of Part B, Monetary Rates. In addition to their base salary Detectives will be paid the following allowances in the nature of salary:

38.1.1 the Loading prescribed by clause 40 of this Award; and

38.1.2 an allowance equivalent to a Grade 3 (5 years after permanent appointment) Special Duties Allowance as prescribed in Table 9 - Special Duties Allowances (Non-Commissioned Officers) of Part B, Monetary Rates; and

38.1.3 the allowance as prescribed in Table 7 - Detectives' Special Allowance of Part B, Monetary Rates.

38.2 Upon the day of permanent appointment of a Non Commissioned Officer as a Detective, he/she will transition from Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries to Table 2 - Detectives' Salaries of PART B, in accordance with the following table and subject to the provisions of subclause 41.4;

Incremental Level prior to permanent appointment	Incremental Level upon permanent appointment
Probationary Constable (Level 1)	
Constable Level 2	
Constable Level 3	
Constable Level 4	Detective 1st Year
Constable Level 5	Detective 2nd Year
Senior Constable Level 1	Detective 3rd Year
Senior Constable Level 2 Step 1	Detective 4th Year

Senior Constable Level 2 Step 2	Detective 4th Year
Senior Constable Level 3 Step 1	Detective 5th Year
Senior Constable Level 3 Step 2	Detective 5th Year
Senior Constable Level 3 Step 3	Detective 5th Year
Senior Constable Level 4 Step 1	Detective 6th Year
Senior Constable Level 4 Step 2	Detective 6th Year
Senior Constable Level 5 Step 1	Detective 7th Year
Senior Constable Level 5 Step 2	Detective 7th Year
Senior Constable Level 6	Detective 8th Year
Senior Constable (more than 1 years service on Level 6)	Detective 9th Year
Sergeant 1st year	Detective Sergeant 1st Year
Sergeant 2nd year	Detective Sergeant 2nd Year
Sergeant 3rd year	Detective Sergeant 3rd Year
Sergeant 4th year	Detective Sergeant 3rd Year
Sergeant 5th year	Detective Sergeant 4th Year
Sergeant 6th year	Detective Sergeant 4th Year
Sergeant 7th year	Detective Sergeant 5th Year
Sergeant 8th year	Detective Sergeant 5th Year
Sergeant 9th year	Detective Sergeant 6th Year
Senior Sergeant 1st year	Detective Senior Sergeant 1st Year
Senior Sergeant 2nd year	Detective Senior Sergeant 1st Year
Senior Sergeant 3rd year	Detective Senior Sergeant 2nd Year
Senior Sergeant 4th year	Detective Senior Sergeant 3rd Year
Senior Sergeant 5th year	Detective Senior Sergeant 4th Year

- 38.3 Non-Commissioned Officers who are classified as Constable Level 2, Constable Level 3, Senior Constable Level 6 (more than 1 years' service on level 6) will, as at the date of transition to the Detectives' salary scale, be entitled to their next increment 12 months from the date of such transition. All other Non-Commissioned Officers who are permanently appointed as a Detective will retain their existing increment date.
- 38.4 A Non-Commissioned Officer who ceases to be a Detective will revert to the rank and increment level he or she would have otherwise occupied had they not been appointed as a Detective. This does not preclude action under section 173 of the *Police Act* 1990.
- 38.5 No directed transfers (involuntary) out of a criminal investigation position are to occur without reference to and approval of the Commander, Human Resources.

39. Salaries (Police Prosecutors)

- 39.1 Subject to the *Police Act* 1990 and Regulations, and to the provisions of clause 63, Competency Based Incremental Progression (Non-Commissioned Officers) of this Award, a Police Prosecutor will, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 3 - Police Prosecutors Salaries of PART B, Monetary Rates from the first pay period on or after 29 March 2012. In addition to their base salary Prosecutors will be paid the following allowances in the nature of salary:
- 39.1.1 the Loading prescribed by Clause 40, Loading, of this Award; and
- 39.1.2 an allowance equivalent to a Grade 4 (5 years after permanent appointment) Special Duties Allowance as prescribed in Table 9 - Special Duties Allowances (Non-Commissioned Officers) of PART B, Monetary Rates; and
- 39.1.3 the allowance as prescribed in Table 8 - Prosecutors' Special Allowance of PART B, Monetary Rates.

- 39.2 On and from the first full pay period after the officer is notified they have successfully completed the Prosecutor Education Program (PEP), or is a Police Prosecutor on 29 March 2012, a Non-Commissioned Officer will transition to Table 3 - Police Prosecutors Salaries of Part B, Monetary Rates in accordance with the following table:

Incremental Level prior to permanent appointment	Incremental Level upon completion of the PEP
Probationary Constable (Level 1)	Police Prosecutor 1st Year
Constable Level 2	Police Prosecutor 1st Year
Constable Level 3	Police Prosecutor 1st Year
Constable Level 4	Police Prosecutor 1st Year
Constable Level 5	Police Prosecutor 2nd Year
Senior Constable Level 1	Police Prosecutor 3rd Year
Senior Constable Level 2 Step 1	Police Prosecutor 4th Year
Senior Constable Level 2 Step 2	Police Prosecutor 4th Year
Senior Constable Level 3 Step 1	Police Prosecutor 5th Year
Senior Constable Level 3 Step 2	Police Prosecutor 5th Year
Senior Constable Level 3 Step 3	Police Prosecutor 5th Year
Senior Constable Level 4 Step 1	Police Prosecutor 6th Year
Senior Constable Level 4 Step 2	Police Prosecutor 6th Year
Senior Constable Level 5 Step 1	Police Prosecutor 7th Year
Senior Constable Level 5 Step 2	Police Prosecutor 7th Year
Senior Constable Level 6	Police Prosecutor 8th Year
Leading Senior Constable Level 1 Step 1 or Step 2, and Senior Constable Level 6 with more than 1 years service on Level 6	Police Prosecutor 9th Year
Leading Senior Constable Level 2, and Senior Constable Level 6 with more than 2 years service on Level 6	Police Prosecutor 10th Year
Sergeant 1st year	Prosecutor Sergeant 1st Year
Sergeant 2nd year	Prosecutor Sergeant 2nd Year
Sergeant 3rd year	Prosecutor Sergeant 3rd Year
Sergeant 4th year	Prosecutor Sergeant 3rd Year
Sergeant 5th year	Prosecutor Sergeant 4th Year
Sergeant 6th year	Prosecutor Sergeant 4th Year
Sergeant 7th year	Prosecutor Sergeant 5th Year
Sergeant 8th year	Prosecutor Sergeant 5th Year
Sergeant 9th year	Prosecutor Sergeant 6th Year
Senior Sergeant 1st year	Prosecutor Senior Sergeant 1st Year
Senior Sergeant 2nd year	Prosecutor Senior Sergeant 1st Year
Senior Sergeant 3rd year	Prosecutor Senior Sergeant 2nd Year
Senior Sergeant 4th year	Prosecutor Senior Sergeant 3rd Year
Senior Sergeant 5th year	Prosecutor Senior Sergeant 4th Year

- 39.3 Non-Commissioned Officers who are classified as Probationary Constable (Level 1), Constable Level 2, Constable Level 3, Senior Constable Level 6 (more than 1 year's service on level 6) will, as at the date of transition to the Police Prosecutors' salary scale, be entitled to their next increment 12 months from the date of such transition. All other Non-Commissioned Officers who are permanently appointed as a Police Prosecutors will retain their existing increment date.
- 39.4 A Non Commissioned Officer who ceases to perform duty in the Police Prosecutions Command will revert to the rank and increment level he or she would have otherwise occupied had they not been performing duty in the Police Prosecutions Command.

40. Loading

- 40.1 A Non-Commissioned Officer will, in addition to the salary prescribed in clause 37, Salaries (Other than Detectives and Police Prosecutors), of this Award, be paid an allowance calculated to the nearest dollar, at the rate of 11.5% of such salary. The allowance being a loading for work performed on weekends, shift work, recall to duty and other incidents of employment not covered elsewhere in this Award, and including a Loading formerly paid on Annual Leave.

41. Leading Senior Constables

- 41.1 Subject to provisions duly agreed between the Commissioner and the Association a Non-Commissioned Officer of the rank of Senior Constable may be appointed as a Leading Senior Constable.
- 41.2 The Commissioner may revoke the appointment of a Leading Senior Constable at any time. The circumstances under which such an appointment is revoked will be subject to provisions duly agreed between the Commissioner and the Association. The revocation of the appointment of a Leading Senior Constable will not be regarded as reviewable action for the purpose of section 173(3) of the *Police Act* 1990.
- 41.3 Incremental progression for Leading Senior Constables will be subject to the provisions of clause 63 of this Award.
- 41.4 Where a Leading Senior Constable is to be permanently appointed as a Detective or Police Prosecutor as a result of a voluntary transfer to that position, they will immediately prior to their permanent appointment, revert to the Level and Step they would have attained if they had never been appointed as a Leading Senior Constable. Only then will the Non-Commissioned Officer transition in accordance with subclause 38.2.
- 41.5 A Leading Senior Constable, who is involuntarily transferred, involuntarily temporarily transferred or involuntarily seconded to a position that would normally attract the salary of a Detective or Police Prosecutor, will be subject to provisions duly agreed between the Commissioner and the Association.
- 41.6 In circumstances where an officer who has previously held an appointment as a Leading Senior Constable, and who has relinquished such appointment with a view to seeking appointment elsewhere, applies for a further appointment, that such officer may, in their application seek appointment at the level and step previously achieved, and if such an officer succeeds in gaining that further appointment as a Leading Senior Constable, then such officer is to be appointed at the level or step previously held.

Their incremental date however will be the date of taking up duty in the new appointment, and such officer will be required to serve a minimum of twelve months on the level or step at which they were appointed, before being eligible for further incremental movement.

These provisions will not apply to any officer whose previous appointment as a Leading Senior Constable was revoked for any reason whatsoever or who has voluntarily relinquished their appointment in circumstances of adverse performance assessments.

42. Special Duties Allowance

- 42.1 In addition to the rates prescribed for Non Commissioned Officers by clause 37, Salaries (Other than Detectives and Police Prosecutors) and clause 40 Loading of this Award a Non-Commissioned Officer who holds a position set out hereunder will on the determination of the Commissioner be paid the appropriate allowance prescribed in Table 9 - Special Duties Allowances (Non-Commissioned Officers) of PART B, Monetary Rates, of this Award, provided that, in respect to grades 1 to 4, where more than one rate applies to a Non-Commissioned Officer they will only be entitled to one rate namely the higher or highest;
- 42.2 Gradings
- Grade 1

Trainee Prosecutor, Police Prosecutions Command

Part Time Rescue/Bomb Operator, Tactical Operations Group

Teacher, Operational Safety Trainer, Weapons Instructor Part Time, Police Area Commands/District

Breath Analysis Operative, Breath Analysis and Research Unit

Highway Patrol Officer, Police Area Commands/District and Traffic Services

Policy Officer, Traffic Policy

Analyst/Senior Analyst Workforce Reporting & Analytics, People & Capability Command

Tactical Airborne Technician, Technical Surveillance Operative, Aviation Command, Police Transport and Public Safety Command

Senior Operations Officer, Radio Operations Group

Negotiator Part time, Police Area Commands/District and Specialist Sections

State Protection Support Unit Part time Operative Police Districts

Protection Officers, Protection Operations Unit, Protective Security Group

Instructor, Dog & Mounted Unit

Covert Investigation Unit, Professional Standards Command

Grade 2

Armoury Technician, Armoury, Protective Security Group

Investigator, Crash Investigation Unit

Teacher, Driving Instructor, Police Driver, People & Capability Command

Engineering Investigator, Engineering Investigation Section, Forensic Evidence & Technical Services Command

Master Class V, Marine Area Command

Incident Reconstruction Operative, Forensic Evidence & Services Command

STIB Operative, State Technical Investigation Unit, Technical Evidence and Science Branch, Forensic Evidence & Technical Services Branch

Teacher, Foundational Studies, People & Capability Command

Teacher, Continuing Education, People & Capability Command

Teacher, Operational Safety Trainer, Weapons and DEFTAC Training Unit, Westmead, Goulburn and Regional areas

Technical Officer, Metropolitan Wireless Network Services

Technical Officer, Radar Engineering Unit

Telecommunications Interception Branch Advisory Committee (TIBAC), High Tech Crime Branch, Forensic Evidence & Technical Services Command

Grade 3

Crime Scene Examiner, Forensic Evidence & Technical Services Command

Investigator (Detective), Police Area Command/District, State Crime Command and Specialist Commands

Document Examiner, Forensic Evidence & Technical Services Command

Fingerprint Technician, Forensic Evidence & Technical Services Command

Firearms/Ballistics Examiner, Forensic Evidence & Technical Services Command

Rescue/Bomb Operator, Tactical Operations Group

Criminal Profiler, Practitioner, Crime Faculty

Electronic Evidence Officer, Digital Forensics Unit, High Tech Crime Branch, Forensic Evidence & Technical Services Command

Negotiator Full Time, Negotiations Unit, Tactical Operations Group

Covert Applications Unit, Operational Legal Services Command, Police Prosecutions and Licencing Enforcement Command

Surveillance Operative, State Surveillance Branch, State Intelligence Command

Grade 4

Management Action and Workplace Services (MAWS) Panel Operations, Professional Standards Command

Employment & Safety Law, Employment Law Team, Office of the General Counsel

Advanced Capability Unit, Technical Operations, Cybercrime Squad, State Crime Command

Divers, Marine Area Command, Police Diving Unit,

42.3 Any Non-Commissioned Officer classified as a Detective or a Police Prosecutor, as defined in clause 3, Definitions, will not be entitled to any Special Duties Allowance.

42.4 Any Non-Commissioned Officer who is paid the Forensic Services Group Expert Allowance pursuant to clause 43 will not be entitled to any Special Duties Allowance.

43. Forensic Services Group Expert Allowance

43.1 In addition to the rates prescribed for Non-Commissioned Officers by clause 37, Salaries (Other than Detectives and Police Prosecutors) and clause 40, Loading, of this Award a Non-Commissioned Officer attached to Forensic Services Group who is recognised as an Expert in accordance with subclause 43.2, will be paid an annual allowance as prescribed in Table 10 - Forensic Services Group Expert Allowance of PART B, Monetary Rates (paid fortnightly) on and from the beginning of the first full pay period after;

43.1.1 a Non-Commissioned Officer obtains expert recognition, or

43.1.2 29 March 2012,

whichever is the later.

43.2 For the purposes of clause 43.1, a Non - Commissioned Officer receives expert recognition for the relevant forensic science discipline in accordance with the following:

Discipline	Expert Recognition
Fingerprint Examination	Australasian Forensic Field Sciences Accreditation Board certification
Crime Scene Investigation	Australasian Forensic Field Sciences Accreditation Board certification
Ballistics/Firearms Examination	Australasian Forensic Field Sciences Accreditation Board certification
Document Examination	Authorisation by the Commander Forensic Services Group to conduct both General Document Examination and Handwriting/Signature Examination

43.3 A Non-Commissioned Officer in receipt of the Forensic Services Group Expert Allowance will cease to be paid the allowance from the beginning of the first full pay period after they leave the Forensic Services Group, or from the beginning of the first full pay period after they are advised in writing that they have failed to maintain their Expert Recognition. The officer must provide to the Commander Forensic Services Group a copy of any correspondence advising he/she has lost Expert Recognition within seven (7) days of receipt.

44. Regional Target Action Group (Tag)/Anti-Theft Unit Allowance

44.1 An officer permanently appointed to a position in a Regional TAG or Antitheft unit may apply for an allowance in accordance with the officer's rank and position at the time of application, as follows:

Rank/Position	Allowance Level
Designated detectives occupying Sergeant Team Leader positions	Grade 3 Special Duties Allowance at the rate of 5 years after permanent appointment and Detectives' Special Allowance
Non Designated Officer occupying Sergeant Team Leader positions	Grade 3 Special Duties Allowance
Designated detectives occupying a position other than Sergeant Team Leader	Grade 3 Special Duties Allowance
Non Designated officer occupying a position other than Sergeant Team Leader	Grade 2 Special Duties Allowance

44.2 Individual applications will be assessed against objective criteria by a committee made up of the NSW Police Force and Police Association of NSW representatives.

44.3 Payment will be subject to approval by the Region Commander and Assistant Commissioner State Crime Command.

45. Tactical Operations Unit Allowance

45.1 In addition to the rates prescribed for Non-Commissioned Officers by clause 37, Salaries (Other than Detectives and Police Prosecutors) and clause 40, Loading, of this Award a Non-Commissioned Officer attached to the Tactical Operations Unit who on the attainment of Modules 1, 2 and 3 of the New Operator Training Program (or upon completion of 3 years service in the unit having attained module 2 - refer note under Level 3 in table 17) will be paid an annual allowance as prescribed in Table 17 - Tactical Operations Unit Allowance of PART B Monetary Rates (paid fortnightly) on and from the beginning of the first full pay period after 1 July 2017. The Special Duties Allowance payable to officers within the Tactical Operations Unit ceases from the beginning of the first full pay period on or after 1 July 2017.

46. Professional/Academic Qualification Allowance

- 46.1 In addition to the rates prescribed for Non-Commissioned Officers by clause 37, Salaries (Other than Detectives and Police Prosecutors), clause 38, Salaries (Detectives), clause 39, Salaries (Police Prosecutors) and clause 40, Loading, of this Award a Non-Commissioned Officer who possesses a qualification set out hereunder will, on the determination of the Commissioner, be paid the appropriate allowance prescribed in Table 11 - Professional/Academic Qualification Allowance (Constable or Senior Constable) of PART B, Monetary Rates, of this Award.
- 46.2 Non-Commissioned Officers will only be entitled to the payment of one allowance, namely the highest, depending upon the qualification held.
- 46.3 On and from the beginning of the first full pay period to commence on or after 1 January 2002 the Professional/Academic Qualification Allowances prescribed by this clause will only apply to Non-Commissioned Officers of and below the rank of Senior Constable who hold vocationally relevant degrees provided that:
- 46.3.1 Vocational relevance will be at the discretion of the Tertiary Scholarship Review Committee;
- 46.3.2 Relevant degrees will not include degrees achieved under any program whereby the New South Wales Police Force meets the course fees including HECS-HELP or FEE-HELP (other than by way of reimbursement under the Tertiary Scholarship Scheme), or provides for the course to be undertaken in normal working time or as study leave, (as opposed to the normal provisions of study time being applied), nor in circumstances where the New South Wales Police Force meets the costs associated with the undertaking of the course or a series of courses, including accommodation costs;
- 46.3.3 Payment of the Professional/Academic Qualification Allowance will cease when a Non-Commissioned Officer achieves their first merit-based promotion.
- 46.3.4 Payment of the Professional/Academic Qualifications Allowance will be suspended for any period a Non-Commissioned Officer is temporarily appointed to the rank of Sergeant and above pursuant to section 67 of the *Police Act 1990*.

47. Special Operations Allowance

- 47.1 A Special Operation is defined as an operation relating to a special event that occurs on a regular or semi-regular basis or the result of a natural disaster or other significant event.
- 47.2 Non Commissioned Officers deployed to a Special Operation as defined and who by virtue of that deployment are required to be accommodated in dormitory style accommodation away from their normal residence will be compensated by the payment of a Special Operations Allowance specified in Table 16 - Special Operations Allowance of PART B, Monetary Rates. The allowance is to compensate for the reduced availability of regular police facilities, use of dormitory style accommodation and the general disability associated with that style of accommodation.

48. On Call Allowances

- 48.1 "On Call" will mean a situation in which a Non-Commissioned Officer is rostered, or directed by a superior officer, to be available to respond forthwith for duty outside of their ordinary working hours or shift. A Non-Commissioned Officer placed on call is required to remain contactable by telephone for all of such time unless working in response to a call or with the consent of their appropriate superior officer. Whilst on call a Non-Commissioned Officer may be required to retain a personal paging device within earshot at all times.
- 48.2 Vehicle Care - When a Non-Commissioned Officer has been placed On Call, and in addition to being on call is required to take charge of a vehicle which is the property of the New South Wales Police Force together with all Police equipment contained within and/or on and provide garage, or other reasonable

parking facilities therefore having regard to its size, such officer will be paid for each 24 hours or part thereof at the rate specified in Table 12, Vehicle Care.

48.3 Rates of Allowance

In addition to the Salaries prescribed in clause 37, Salaries (Other than Detectives and Police Prosecutors), clause 38, Salaries (Detectives), clause 39, Salaries (Police Prosecutors) and clause 40, Loading, a Non-Commissioned Officer placed on call, as defined in subclause 48.1 above, will be paid the appropriate allowance as set out in Table 12 - On-Call Allowances (Non-Commissioned Officers) of PART B, Monetary Rates.

- 48.4 The payment of on call and vehicle care allowances prescribed in Table 12 - On-Call Allowances (Non-Commissioned Officers) of PART B, Monetary Rates. of this Award will not apply in the case of Non-Commissioned Officers performing the role of or relieving in the role of Lock Up Keeper, and in the case of Officers In Charge of one person stations; except when such Non-Commissioned Officers are rostered or directed to remain on call (as defined) which thereby places a restriction on the officer's off duty hours which is greater than that normally expected of those positions.

49. Hours of Duty

- 49.1 The ordinary hours of duty for all Non-Commissioned Officers exclusive of meal breaks will not exceed, on average, 38 hours per week and will be worked from Sunday to Saturday inclusive.
- 49.2 The 38 hour week will be maintained by the general application of flexible rostering which is characterised by Non-Commissioned Officers working an average of 38 hours per week over an approved roster period consistent with flexible rostering guidelines that are agreed between the parties.
- 49.3 In accordance with the flexible rostering guidelines the development of an appropriate roster is subject to the agreement of the relevant Commander/Manager and a simple majority of the Non-Commissioned Officers involved.
- 49.4 Non-Commissioned Officers will be entitled to two (2) rest days in each seven calendar days, or four rest days in each fourteen (14) calendar days.
- 49.5 Rosters will provide Non-Commissioned Officers with an average of 1 complete Sunday off per fortnight and 1 complete weekend per month off duty, as a minimum, unless by agreement between the officer and the Commander. The maximum period that this can be averaged over will be no longer than 12 weeks.
- 49.6 Rosters will be arranged as far as practicable to give at least fourteen (14) days notice of the particular day or days to be allotted as rest days.
- 49.7 A Non-Commissioned Officer will, if practicable, be given at least 24 hours notice of a change of rostered shift, or the proposed deferment or cancellation of any rest day. Changes of shift without 24 hours notice can only be approved by a Commissioned Officer for genuine operational reasons after all other reasonable options have been exhausted. A Non-Commissioned Officer required to perform a shift on a rostered rest day who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift will be paid at the overtime rate specified in clause 52 of this Award for the performance of duty on that shift in lieu of being granted an alternate rest day.
- 49.8 The roster of each Non-Commissioned Officer will, as far as practicable, be arranged so as to allow at least ten (10) hours between the termination of one rostered shift and the commencement of the next rostered shift. Should a Non-Commissioned Officer not be allowed such a break then that period of the shift which falls within the ten (10) hour break will be paid at the rate of time and one half (i.e. half time in addition to ordinary rate). Provided further that this subclause will not apply to the day of changeover from cycles of rostered shifts.
- 49.9 Non-Commissioned Officers will not be directed to work broken shifts.

50. Shift Allowance

- 50.1 A Non-Commissioned Officer who works a full shift will be paid, in addition for each shift actually worked, an allowance in accordance with the following table:

	Commencing Time	Allowance
Day	At or after 6 am and before 10 am	0%
Afternoon	At or after 10am but before 1pm (C Shift)	10%
Afternoon	At or after 1 pm and before 4pm (A Shift)	15%
Night	At or after 4 pm and before 4am (B Shift)	17.5%
Night	At or after 4 am and before 6am (C Shift)	10%

- 50.2 The allowance prescribed in subclause 50.1 above will be based upon the following formula:

$$A = \frac{S}{52.17857} \times \frac{1}{7} \times \frac{1}{8} \times R \times H$$

Where:

A = Shift Allowance Payable (rounded to the nearest cent)

S = The rate of pay for a Sergeant 5th Year as specified in Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates.

R = The relevant percentage rate as prescribed in subclause 50.1 above.

H = Number of ordinary hours in the shift.

- 50.3 For the purpose of making a claim for payment, the shifts attracting a 10% allowance will be known as a "C" shift; the shifts attracting an allowance of 15% will be known as an "A" shift; and the shifts attracting an allowance of 17.5% will be known as a "B" shift.
- 50.4 A Non-Commissioned Officer will not be required to work a full "B" shift for more than seven shifts in any period of 21 days unless payment is made at the rate of time and one half (i.e. a half time in addition to ordinary rate) for the period of each of the rostered shifts exceeding seven and payment is made at the rate of double time for all overtime on any shift.
- 50.5 A Non-Commissioned Officer who, because of the operation of subclause 52.7, Overtime works only part of a shift specified in the above table, will be entitled to the full allowance prescribed for such shift.

51. Meals

- 51.1 A Non-Commissioned Officer will be allowed an unbroken period of not less than thirty minutes each shift for meals.
- 51.2 A Non-Commissioned Officer will not normally be required to work more than five hours without a meal break. Provided that where shifts in excess of 10 hours are worked the additional meal break, brought about by the operation of this subclause, will be a paid crib break of no more than 20 minutes duration.
- 51.3 A Non-Commissioned Officer who actually incurs expense in purchasing a meal:
- 51.3.1 when they have worked more than one half hour beyond the completion of a rostered shift or;
- 51.3.2 where they have performed duty at a place where no reasonable facilities were available for partaking of a meal; or
- 51.3.3 where they are performing escort duty and cannot carry a meal;

will be entitled to be compensated in accordance with the rates prescribed in Table 13 - Meal Allowances (Non-Commissioned Officers) of PART B, Monetary Rates. Provided where the actual expenditure exceeds the rates prescribed a Non-Commissioned Officer will be entitled to a refund of amounts actually paid upon production of receipts.

52. Overtime

- 52.1 All overtime worked by a Non-Commissioned Officer outside of the ordinary hours of work prescribed by clause 49, Hours of Duty, will be at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until completion of the overtime work. Provided that a Non-Commissioned Officer who works overtime on a public holiday prescribed in clause 63, Public Holidays, will be paid for such time at the rate of double time for the first two hours and double time and one half thereafter. Except as provided for in this subclause or subclause 52.8, in computing overtime, each day's work will stand alone.
- 52.2 Overtime will be calculated to the nearest quarter hour provided that periods of less than a quarter hour will not be counted.
- 52.3 Overtime for Non-Commissioned Officers will be calculated on an hourly rate of pay assessed on total annual salary of a Non-Commissioned Officer comprising the rate of salary prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates and those allowances, excluding the loading prescribed by clause 40, Loading, of this Award, which constitute salary and attract superannuation deductions.
- 52.4 In lieu of the provisions of subclause 52.3 above;
- 52.4.1 overtime for Detectives will be calculated on an hourly rate of pay assessed on total annual salary of a Detective comprising the rate of base salary prescribed by Table 2 - Detectives' Salaries of PART B, Monetary Rates and those allowances that constitute salary and attract superannuation deductions excluding the loading prescribed by clause 40 Loading of this Award and excluding the Allowance prescribed by Table 7 - Detectives' Special Allowance - PART B, Monetary Rates, and
- 52.4.2 overtime for Police Prosecutors will be calculated on an hourly rate of pay assessed on total annual salary of a Police Prosecutor comprising the rate of base salary prescribed by Table 3 - Police Prosecutors Salaries of PART B, Monetary Rates, and those allowances that constitute salary and attract superannuation deductions excluding the loading prescribed by clause 40, Loading, of this Award and excluding the Allowance prescribed by Table 8 - Prosecutors' Special Allowance - PART B, Monetary Rates
- 52.5 Time spent travelling will not be calculated as overtime for the purpose of this clause unless a Non-Commissioned officer is performing a specific task (e.g. prisoner or money escort).
- 52.6 Approval to work overtime will be obtained from the appropriate delegated officer at the time, or where this is not feasible, the circumstances will be reported at the first available opportunity to the appropriate officer who will, if the working of overtime was justified, certify that the work was necessarily performed.
- 52.7 Where a Non-Commissioned Officer works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least ten (10) consecutive hours off duty between these times, they will be released after the completion of such overtime until the Non-Commissioned officer has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the direction of the Non-Commissioned Officer's superior, he/she resumes or continues work without having had such ten (10) consecutive hours off duty, they will be paid at the rate of double time (single time in addition to ordinary rate when such work occurs during an ordinary rostered shift) until they are released from duty for such period and the Non-Commissioned Officer will then be entitled to

be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that all overtime worked as a result of a recall will not be regarded as overtime for the purpose of this subclause when the actual time worked is less than three hours on such recall or on each of such recalls.

- 52.8 In situations where two (or more in the case of multiple recalls) periods of overtime are worked on one day, then only the time actually worked will count for the determination of the payment of double time.

53. Recall to Duty

- 53.1 A "recall to duty" is the interference with the period of time off work between the arrival of a Non-Commissioned Officer at home after the conclusion of one shift and the commencement of the next rostered shift caused by the necessity for a Non-Commissioned Officer to perform their duty and whether such recall is at the direction of a senior officer of the New South Wales Police Force or by the reasonable action of a Non-Commissioned Officer responding in the public interest. A recall;

53.1.1 commences when the Non-Commissioned Officer commences duty (excluding travel from home) and terminates when the duty is completed (excluding travel to home) or the commencement of the next shift whichever is the sooner or

53.1.2 in the case of a Non-Commissioned Officer directed or rostered on call, as defined in subclause 48.1, who takes home a fully equipped specialist vehicle, commences when the Non-Commissioned Officer leaves home and terminates upon arrival at home or the commencement of the next shift whichever is the sooner.

Note: A "fully equipped specialist vehicle" referred to in paragraph 53.1.2 means the vehicle is equipped for the specific requirement of the recall versus a mode of transportation. Examples of a fully equipped specialist vehicle would include:

- (a) a Forensic Services vehicle carrying crime scene examination equipment; or
- (b) a Wireless Network Services vehicle carrying radios or electronic maintenance equipment; or
- (c) a Rescue and Bomb Squad Vehicle; or
- (d) a Tactical Operations Unit vehicle which is fully equipped with specialist weapons and/or equipment for the purpose of the recall, or
- (e) a Dog Unit Vehicle modified for and carrying a Police Dog/s.

A vehicle with a police radio, bullet resistant vest, lights and sirens, mobile data terminal etc. is not considered a fully equipped specialist vehicle for the purpose of paragraph 53.1.2 when it is used solely as transportation to and from the recall.

- 53.2 A Non-Commissioned Officer recalled to duty will be paid, subject to subclause 52.7, Overtime for the time worked on such recall to duty between normal rostered shifts a minimum of three hours at the overtime rate specified in subclause 52.1, Overtime, for each time they are recalled, except where such duty is continuous with the commencement of the next rostered shift.
- 53.3 A Non-Commissioned Officer recalled to duty within three hours of the commencement of the next rostered shift will be paid at the appropriate overtime rate from the time of recall to the time of commencement of such shift.
- 53.4 The minimum period for the payment of overtime worked specified in subclause 52.2, Overtime will not apply to entitlements under this clause.

- 53.5 A Non-Commissioned Officer who performs the duty for which they are recalled within the minimum period of three hours will not be required to undertake any additional duty for the remainder of the three hour period.
- 53.6 A Non-Commissioned Officer recalled to duty whose period of duty and travel to and from the place where duty is performed exceeds three hours will, in addition to payment for the recall to duty, be compensated at the rate specified for travelling time in clause 59, Travelling Time for any period of travel exceeding one hour.
- 53.7 In the case of multiple recalls to duty a Non-Commissioned Officer will be compensated by payment of the minimum of three hours for each recall provided either:
- 53.7.1 a lapse of at least one hour in time has occurred between the completion of the previous paid recall and the time of the subsequent recall; or
- 53.7.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.
- 53.8 Recall During Annual and Extended Leave
- 53.8.1 A Non-Commissioned Officer recalled to duty during any period of annual or extended leave may elect to be re-credited with a full day's leave for each day or part thereof involved in the recall to duty or to be paid a minimum of eight hours at the rate of time and one half for each day or part thereof. (i.e. time and one half in addition to ordinary rate). For the purpose of this subclause a full day's leave will equate to an ordinary rostered shift in accordance with the agreed flexible roster under which the Non-Commissioned Officer is working at the time the leave is taken.
- 53.8.2 Time worked in excess of eight hours on any recall to duty during annual or extended leave will be compensated at the rate of double time.
- 53.8.3 Travelling time incurred in any recall to duty from annual or extended leave which falls outside the minimum eight hours granted under paragraph 53.8.1 above will be compensated at the rate of ordinary time.
- 53.9 Recall on Public Holiday
- A Non-Commissioned Officer recalled to duty on a public holiday will be paid in accordance with subclause 53.2 above.
- 53.10 Recall on Rest or Recurrent Leave Day
- A Non-Commissioned Officer recalled to duty on a rest or recurrent leave day may elect:
- 53.10.1 to be compensated for such recall in accordance with this clause; or
- 53.10.2 to be rostered to commence a normal flexible shift from the time of recall payable at the overtime rate specified in subclause 52.1, Overtime in lieu of being re-credited with an alternate rest or recurrent leave day.

54. Court Attendance Between Shifts

- 54.1 A Non-Commissioned Officer recalled to duty to attend court will be compensated in accordance with clause 53, Recall to Duty.
- 54.2 A Non-Commissioned Officer required to attend court who has completed a "B" shift and has insufficient time to return to their home before attending court will be paid:

- 54.2.1 at the overtime rate specified in subclause 52.1, Overtime for the period between the termination of the shift and the completion of duty at court less meal break; and
- 54.2.2 a meal allowance at the appropriate rate.
- 54.3 A Non-Commissioned Officer who has attended court and has insufficient time to return to their home before commencing their next shift may be paid:
- 54.3.1 at the overtime rate specified in subclause 52.1, Overtime for the period between the commencement of duty at court and the commencement of the rostered shift less meal break, and, a meal allowance at the appropriate rate or
- 54.3.2 If the New South Wales Police Force requirements permit, he/she may elect to complete a normal flexible shift from the time of commencement of duty at court in lieu of being paid overtime.

55. Lockup Keepers' or Sole Detective's Recall

A Non-Commissioned Officer performing duty as a Lockup Keeper or Sole Detective attached to a station will be compensated for recalls to duty as follows:

- 55.1 A Non-Commissioned Officer will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer telephone or door calls between the hours of 11 pm and 8 am. Provided that in the case of a Non-Commissioned Officer required to work a full shift, commencing at or after 4 pm and before 4 am, an equivalent period of sleep (i.e. 9 hours) upon the termination of that duty will be recognised for payment of telephone/door calls in the manner prescribed above.
- 55.2 A Non-Commissioned Officer will be paid a minimum period of one hour at the rate of time and one half when he/she is required to leave the residence and enter the lockup for purposes such as consulting or making entries in official records, or, in the case of a Lockup Keeper, receiving charges preferred by any police officer.
- 55.3 The provisions of subclauses 55.1 and 55.2 above will also apply in cases where a Non-Commissioned Officer other than the Lockup Keeper or Sole Detective undertakes the duties of the Lockup Keeper or Sole Detective and is similarly recalled.
- 55.4 Where a recall to duty mentioned in subclauses 55.1, 55.2 and 55.3 above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half for the time of recall to the time of commencement of such shift.
- 55.5 A Non-Commissioned Officer will be paid for a minimum of three hours, subject to subclause 52.7, Overtime, at the overtime rate specified in subclause 52.1, Overtime each time the duty performed involves leaving the residence or lockup and proceeding to any other place than the police office, whether such place is in the same building as the lockup or adjacent premises.
- 55.6 Where the recall to duty mentioned in subclause 55.5 above is within three hours of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the overtime rate specified in subclause 52.1, Overtime from the time of recall to the time of commencement of such shift.
- 55.7 In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum prescribed in this clause for each recall provided that either:
- 55.7.1 a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
- 55.7.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time

of the subsequent recall. Provided further that the same time restrictions prescribed in subclause 55.1 will also apply in the case of multiple telephone/door calls.

- 55.8 The provision of subclauses 53.2, 53.3, 53.7, 53.9, Recall to Duty, will not apply to this clause. Provided that the provisions of paragraphs 53.8.1 and 53.8.3 will only apply in the case of recalls which attract a minimum of 3 hours payment.

56. On Call Detectives Recall

A Non-Commissioned Officer performing duty as an On Call Detective will be compensated for recalls to duty as follows;

- 56.1 A Non-Commissioned Officer engaged as an on call Detective, as provided in subclause 48.1, On Call Allowance, will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer duty related telephone or door calls whilst rostered on call.
- 56.2 Where the recall mentioned in subclause 56.1 above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half from the time of the recall to the time of commencement of such shift.
- 56.3 Where the recall mentioned in subclause 56.1 exceeds one hour, through a protracted telephone call or the necessity of the officer to make further inquiries which are work related and directly related to the initial phone call received, payment will continue at the rate of time and one half until the finalisation of inquiries. In such case payment should be calculated to the nearest quarter hour. Periods of less than a quarter of an hour are to be disregarded.
- 56.4 In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum period prescribed in this clause for each recall provided that either;
- 56.4.1 a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
- 56.4.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.
- 56.5 For the purpose of this clause an On Call Detective will mean a Non-Commissioned Officer who is a designated Detective and permanently appointed to criminal investigation duty. It will also apply to Non-Commissioned Officers who are non-designated but are permanently appointed to criminal investigation duties for the purpose of achieving designation as a Detective.
- 56.6 An On Call Detective will also mean a Non-Commissioned Officer who has been temporarily transferred or seconded to criminal investigation duties, and has been rostered on call in that capacity.
- 56.7 A Non-Commissioned Officer engaged as an on-call Detective who is recalled to duty away from their home but is called off before arriving at the place where duty is to be performed will be paid in accordance the provisions of this clause for all time spent travelling in connection with the recall. Such payment will be in lieu of any entitlement under clause 53, Recall to Duty.

57. On Call Telephone Recall (Other Than Detectives)

- 57.1 A Non-Commissioned Officer placed on call, as provided in subclause 48.1, On Call Allowance, will be provided time off in lieu at the overtime rate prescribed at clause 52, Overtime, when that officer is recalled to answer duty related telephone or door calls whilst rostered on call.
- 57.2 A Non-Commissioned Officer (other than a Detective) while on call who is recalled to duty away from their home but is called off before arriving at the place where duty is to be performed will be paid in accordance the provisions of this clause for all time spent travelling in connection with the recall. Such payment will be in lieu of any entitlement under clause 53, Recall to Duty.

58. Penalty Provisions Not Cumulative

- 58.1 Where two or more penalty and/or overtime provisions could apply in a particular situation, the New South Wales Police Force will be bound to pay only one of such provisions. Where the provisions are not identical, the higher or highest, as the case may be, will apply. Provided further that the Public Holiday penalty payable to Non-Commissioned Officers in accordance with subclause 63.1 will be paid in addition to any shift allowance that may be payable in accordance with subclauses 50.1 and 50.4, Shift Allowances.

59. Travelling Time

- 59.1 Travelling time for Non-Commissioned Officers will be compensated by payment at the ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- 59.2 Travelling time will mean the time spent in the movement of a Non-Commissioned Officer from one locality to another where the primary objective of the journey is the movement of that Non-Commissioned Officer to the latter locality and no specific task other than travelling is directed in advance to be performed by that Non-Commissioned Officer during that period.
- 59.3 A Non-Commissioned Officer will not be regarded as performing a specific task in terms of the definition of travelling time unless their task is the acceptance of responsibilities other than:
- 59.3.1 Driving a vehicle used for police purposes (except in the case of a non-commissioned officer whose main official function is the driving of vehicles used for police purposes).
- 59.3.2 Monitoring police radio broadcasts on the equipment installed in a vehicle used for police purposes (except in the case of a Non-Commissioned Officer whose main official function is the monitoring of police radio broadcasts).
- 59.4 Travelling time will not apply in respect of:
- 59.4.1 Any period of travel during the rostered shift of a Non-Commissioned Officer or any period during which overtime accrues.
- 59.4.2 Any period of travel between the home of a Non-Commissioned Officer and their place of attachment - provided further that where a Non-Commissioned Officer is directed to perform duty at a Section, Branch or Station or other locality other than that to which the Non-Commissioned Officer is attached, the travelling time to and from that Section, Branch or Station or other locality which exceeds that taken in travelling time between their home and their place of attachment will be compensated in terms of subclause 59.1 above.
- 59.4.3 Any period where a Non-Commissioned Officer is travelling by ship upon which meals and accommodation are provided and by train between the hours of 11pm and 8am when sleeping accommodation is provided.
- 59.4.4 Any period of travel by a Non-Commissioned Officer proceeding on transfer, temporary transfer or interchange duty.
- 59.4.5 Any period of travel by a Non-Commissioned Officer recalled to duty in terms of subclause 53.1, Recall to Duty. Provided that any Non-Commissioned Officer so recalled to duty who resides at such a distance from the place to which they are recalled that they cannot reasonably travel from their place of residence and return to their residence within the minimum of 3 hours will be paid at ordinary time rates for all time spent travelling in connection with such recall in excess of one hour.
- 59.4.6 Any period of travel by metropolitan officers to or from non-residential in-service training courses where such courses are conducted within the metropolitan area.

59.4.7 Any period between the arrival of a Non-Commissioned Officer at their destination or a place on route to their destination where accommodation is provided and the departure from their destination or the place en route to their destination. Provided further that on the day of arrival of a Non-Commissioned Officer at their destination and on the day of departure from their destination for the journey home or place of attachment she/he will be compensated in terms of subclause 59.1 for one third of the period:

- (a) Between the time of arrival and commencement of duty or rostered shift;
- (b) Between the time of completion of duty or rostered shift and time of departure.

For the purpose of this paragraph any period between the hours of 6pm and 8am during which a Non-Commissioned Officer is provided with accommodation at their destination will be disregarded.

59.4.8 Any period of travel by a Non-Commissioned officer between the home and place of duty where the officer:

- (a) is attached to a region pool position (not including substantive Region Office Command employees), or
- (b) voluntarily works available shifts offered through the region pool at location/s across the NSW Police Force and is not performing duties at their substantive location.

59.5 Where a Non-Commissioned Officer performs duty at a place other than the Station, Section or Branch to which they are attached, the time taken travelling to and from such place in excess of normal travelling time between their home and place of attachment will be compensated by payment at the travelling time rate, as specified in subclause 59.1.

59.6 A Non-Commissioned Officer travelling in accordance with subclause 59.5 above will be entitled to recover from the New South Wales Police Force the cost of any fares in excess of those normally incurred in travelling between their home and place of attachment.

60. Time in Lieu of Payment of Travelling Time and Overtime

60.1 A Non-Commissioned Officer may elect, with the approval of their commander/manager, to take time off in lieu of payment for their entitlements under the provisions of Clause 52, Overtime, or Clause 59, Travelling Time.

60.2 When a Non-Commissioned Officer works any overtime or incurs any travelling time they may aggregate the entitlements in respect of such overtime or travelling time and elect to take time off in lieu of payment for those entitlements.

60.3 Time off in lieu will be calculated at the same rate that would have applied to the payment of overtime and travelling time in terms of clauses 52 and 59.

60.4 Time off in lieu will generally be taken when sufficient time has been accrued to enable a full shift or multiples thereof, to be taken off duty. Time off in lieu may be combined with other forms of leave to enable a full shift to be taken off duty. Subject to operational convenience a commander/manager may approve applications for time off in lieu of less than a full shift.

60.5 Subject to the provisions of this clause Non-Commissioned Officers who have an entitlement to overtime or travelling time may elect to take part of their entitlement as time off in lieu and receive payment for the remaining portion of the entitlement. A Non-Commissioned Officer cannot be compelled to take time off in lieu of payment for overtime or travelling time.

60.6 Unless otherwise approved by the Commissioner, the maximum amount of time off in lieu accrued by a Non-Commissioned Officer will not exceed 48 hours. Where a Non-Commissioned Officer has

exceeded the accrual limit prescribed by this subclause no further applications for time off in lieu will be approved until a suitable reduction has been made to the total time off in lieu entitlement.

61. Relieving Duty

- 61.1 Any constable relieving a Sergeant or Senior Sergeant for not less than 1 week during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Sergeant 1st Year.
- 61.2 Any Sergeant relieving a Senior Sergeant for a period of not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this award for a Senior Sergeant 1st Year.
- 61.3 Any Constable, Detective or Police Prosecutor relieving a Detective Sergeant or Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Sergeant 1st Year.
- 61.4 Any Sergeant, Detective Sergeant, or Prosecutor Sergeant relieving a Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Senior Sergeant 1st Year.
- 61.5 Any Constable, Detective Constable or Police Prosecutor Constable relieving a Prosecutor Sergeant or Prosecutor Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Prosecutor Sergeant 1st Year.
- 61.6 Any Sergeant, Detective Sergeant or Prosecutor Sergeant relieving a Prosecutor Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Prosecutor Senior Sergeant 1st year
- 61.7 Any Non-Commissioned Officer relieving a Commissioned Officer for not less than one week and during such period of relief performing the duties of the relieved officer, will be paid for the whole period of relief an allowance at the rate of the difference between their salary and the salary fixed by this Award for an Inspector 1st Year.
- 61.8 Provided that:
- 61.8.1 these provisions will not apply to where the relieved officer, due to him/her having been promoted but not transferred, is performing duties which would normally be carried out by an officer of lower rank;
- 61.8.2 for the purpose of this provision a week will mean a period of 7 consecutive calendar days inclusive of any rest or recurrent leave days rostered during that period;
- 61.8.3 periods of less than 1 week will not be taken into account.
- 61.9 A Non-Commissioned Officer permanently assigned by the Commissioner to duties of a rank or position higher than their own will continue to be paid the allowance prescribed in this clause whilst the Non-Commissioned Officer is on leave.

62. Allowance for Officers Relieving into a Detectives Position at Rank

- 62.1 A Non Commissioned Officer who relieves into a Criminal Investigation position at rank and performs the duties of that position for more than 6 months will be paid an allowance at the rate of the difference between their salary and the salary they would have received had they been permanently appointed to a Criminal Investigation position.

- 62.2 Payment of the allowance referred to at subclause 62.1 above will commence from the end of the six month period.
- 62.3 A Non Commissioned Officer who during a period of relief at subclause 62.1, is permanently appointed to a Criminal Investigation position, will have their increment backdated from the commencement of the continuous period of relief.
- 62.4 Any period of relief to which subclause 62.1 applies which is continuous with the commencement of this award will count for the purpose of subclause 62.1 and 62.3.

63. Public Holidays

- 63.1 Non-Commissioned Officers required to work on the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays throughout the State, will be paid at the rate of time and one half (i.e. half time in addition to ordinary rate).
- 63.2 A Non-Commissioned Officer rostered to take a public holiday as a rest or recurrent leave day who is subsequently required to work a shift on that public holiday and who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift, will be paid for the performance of duty on that shift in lieu of being granted an alternate rest or recurrent leave day at the overtime rate specified in subclause 52.1 of this Award.

64. Competency Based Incremental Progression

- 64.1 Except as otherwise provided for Leading Senior Constables, Sergeants, Senior Sergeants, Detectives and Police Prosecutors elsewhere in this clause, incremental progression for Non-Commissioned Officers will be based on:
- 64.1.1 a minimum period of twelve (12) months service on each incremental level or step as defined in Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries, Table 2 - Detectives' Salaries or Table 3 - Police Prosecutors Salaries all of PART B, Monetary Rates; and
- 64.1.2 compliance with the competency requirements specified in this clause.
- 64.2 It is the responsibility of Non-Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained within clause 64 of this Award.
- 64.3 Commanders/Managers are responsible to ensure that Non-Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This will include but not necessarily be limited to:
- 64.3.1 ensuring that Non-Commissioned Officers have sufficient time, on duty, to undertake necessary training;
- 64.3.2 ensuring that Non-Commissioned Officers have access to the necessary training facilities; and
- 64.3.3 the provision of remedial training where necessary.
- 64.4 Commanders/Managers are not to certify a Non-Commissioned Officer as competent unless satisfied they have met the requirements of this clause.
- 64.5 Competency Requirements

Subject to a Non-Commissioned Officer's rank and level the competency requirements for incremental progression will be:

64.5.1 Constable's Education Program

For confirmation as a constable of police, Non-Commissioned Officers must successfully complete the Constable's Education Program and/or meet any other requirements or attain any other qualifications necessary for confirmation as determined by the Commissioner from time to time.

64.5.2 Base Generic Competencies

(a) Maintenance of Defensive Tactics (Including Firearms) and CPR/First Aid Training

Non-Commissioned Officers must meet or exceed the minimum level of competency established by the Commissioner in consultation with the Association. The required level of competency must be attained within the training year (1 July to 30 June) prior to a Non-Commissioned Officer's increment falling due.

A Non-Commissioned Officer who fails to meet the minimum competency will be subject to remedial training.

A Non-Commissioned Officer who fails to meet the minimum level of competency following a course of remedial training will have their increment deferred for the amount of time taken to satisfy the minimum level of competency required.

(b) Physical Fitness Standard

For the purpose of this paragraph illness or injury is not to be regarded as a factor in determining a Non-Commissioned Officer's level of physical fitness.

In the event of an "incident" or "situation" occurring or arising where a Non-Commissioned Officer's level of fitness, taking into account their deployment and age, was a contributing factor to the "incident" or "situation" then such Non-Commissioned Officer may be referred to the NSW Police Force Medical Unit for assessment as to their fitness and development of a remedial program. Such a program will take into account any advice provided by the Non-Commissioned Officer's medical practitioner.

If a Non-Commissioned Officer has not made sufficient progress towards a reasonable level of fitness at the end of the first review period under the program, incremental progression will be deferred by the period between the first review and the time when sufficient progress is made towards a reasonable level of fitness.

The assessment of a Non-Commissioned Officer's level of physical fitness will have regard to their deployment and age.

(c) Driver Status

Safe Driving Policy - A Non-Commissioned Officer who has their status to drive New South Wales Police vehicles revoked pursuant to the Safe Driving Policy is required to undertake a driver development program. Failure to gain driver status at the end of the program will result in deferral of the Non-Commissioned Officer's incremental progression by the period from the conclusion of the program until they satisfy the requirements of the program or have their status reinstated.

A local decision by a Commander/Manager to prohibit a Non-Commissioned Officer from driving will have no effect on incremental progression.

A Non-Commissioned Officer who has their status to drive New South Wales Police vehicles revoked may appeal the decision to the Commissioner in accordance with the Safe Driving Policy.

Civilian Licence - Loss of civilian licence will result in the deferral of incremental progression by the period of that loss.

(d) Computerised Operational Policing (COPS) System Literacy

Subsequent to initial training on the COPS system, Non-Commissioned Officers are expected to be able to utilise the system to the degree necessary to perform their duties. Where a Non-Commissioned Officer demonstrates a deficiency in the use of the system necessary to perform their duties they will be placed on a remedial program.

If at the end of a program a Non-Commissioned Officer has been unable to overcome their deficiency, their incremental progression will be deferred by the period of time taken to reach the required standard.

Non-Commissioned Officers whose deployment is changed will be provided with further training on the COPS system, which is specific to their new area of deployment.

64.5.3 Mandatory Continuing Police Education (MCPE)

Non-Commissioned Officers are obliged to complete the agreed requisite MCPE program for each training year. Each annual MCPE program will be developed by the Commissioner in consultation with the Association. MCPE programs will cover such topic areas as:

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

Non-Commissioned Officers who fail to complete the MCPE program within the training year will have their incremental progression deferred by the period between the end of the training year and until completion of the program is achieved. Non-Commissioned Officers who are unable to complete the program due to New South Wales Police requirements will not have their incremental progression deferred as a consequence of not meeting their MCPE obligations.

64.5.4 Objective Test of Policing Knowledge

Within the six months leading up to a change in "Level" as defined in Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates, Non-Commissioned Officers are required to pass an objective test of policing knowledge. Unless determined otherwise, the test will be conducted by way of computer terminal using the New South Wales Police computer network. Sergeants, Senior Sergeants, Detectives and Police Prosecutors will be required to pass the test within the six months leading up to any increment which involves a pay increase.

The Commissioner will be responsible for development, maintenance and integrity of the test in consultation with the Association.

Non-Commissioned Officers may sit a trial of the test as often as they want, subject to New South Wales Police convenience.

Non-Commissioned Officers may fail and re-sit the test, at any time within the six months leading up to the appropriate increment date. However, Non-Commissioned Officers who are unable to pass the test by the appropriate increment date will have their increment deferred until such time as the test is passed.

64.5.5 Performance Management Scheme

An appropriate performance management scheme relevant to rank will be applied to Non-Commissioned Officers. Non-Commissioned Officers are required to perform their duties in

accordance with the provisions of the scheme. Non-Commissioned Officers who fail to perform at the agreed level will be placed on a performance management scheme.

If, at the conclusion of the performance management scheme a Non-Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression will be deferred by the period taken to satisfy the scheme.

64.6 Effect on Incremental Progression Where Multiple Competencies Not Satisfied

Should any Non-Commissioned Officer fail to satisfy more than one competency required for incremental progression then the period of loss of incremental progression will be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies will be the period of deferral of incremental progression.

64.7 Increments Falling Due During a Period of Initial Remedial Training

In the event of a Non-Commissioned Officer's increment falling due during a period of initial remedial training or participation in a performance management scheme, it will not be deferred. However, if such training is not satisfied, progression to the next increment will be deferred by the period of time taken after such training or participation until such time as the Non-Commissioned Officer has reached the required competency standard.

64.8 Requirements for Progression through the Various Ranks and Grades

64.8.1 Progression to Constable Level 2 (Confirmation)

Progression to Constable Level 2 increment will be contingent upon:

- (a) Achievement of 12 months service as a Probationary Constable or any other period as the Commissioner may direct in accordance with clause 13 of the Police Regulation, 2015.
- (b) Successful completion of the Constable's Education Program and/or the attainment of any other qualifications or requirements as determined by the Commissioner from time to time.
- (c) Confirmation as a constable.

64.8.2 Progression to Constable Levels 3, 4, and 5

Progression to Constable Levels 3, 4, and 5 will be contingent upon:

- (a) 12 months service on each previous increment.
- (b) Maintenance of the Base Generic Competencies during the training year prior to the increment falling due. Should the Base Generic Competencies not be satisfied, incremental progression will be deferred in accordance with the provisions of this clause.

64.8.3 Progression Beyond Constable Level 5 (Promotion to Senior Constable)

Progression beyond Constable Level 5 and for promotion to Senior Constable will be contingent upon:

- (a) Successful completion of the Constable's Education Program (or equivalent qualification);
- (b) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.

- (c) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause.
- (d) Meeting the requirements for promotion to Senior Constable as prescribed by Regulations 16 and 17 or 18 of the Police Regulation 2015.

64.8.4 Progression to each subsequent incremental level (including progression within the Sergeant and Senior Sergeant ranks) progression within the ranks of Senior Constable, Sergeant and Senior Sergeant will be contingent upon:

- (a) 12 months service on each previous increment (both level and step).
- (b) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.
- (c) Completion of the Mandatory Continuing Police Education (MCPE) requirements in accordance with the provisions of this clause.
- (d) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause (for progression to each level only).
- (e) Satisfactory performance under the appropriate Performance Management Scheme.

64.9 Effect of Any Deferral of Incremental Progression

64.9.1 The period of deferral of an increment will be determined by the period of time taken to achieve the appropriate competency and/or performance standards in accordance with the provisions of this clause.

64.9.2 Where an increment is deferred:

- (a) within the first 3 years of employment as a Non-Commissioned Officer, the original increment date is to be retained for future increments;
- (b) after the first 3 years of employment as a Non-Commissioned Officer, all future incremental dates are to be varied by the period of deferment.

64.10 Non-Commissioned Officers Medically Excused from Demonstrating Certain Competencies

A Non-Commissioned Officer who, as a consequence of being placed on alternative duties, is medically excused from any activity aimed at demonstrating their competence, will not have normal incremental progression deferred as a result of that non participation. Should a Non-Commissioned Officer return to full duty, within 6 months of their return, they will be required to demonstrate or achieve the required level of skill in the excused competency.

Such Non-Commissioned Officer will be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Non-Commissioned Officer to undergo appropriate remedial training. Should the Non-Commissioned Officer then remain unable to meet the requirements of the particular competency incremental progression will be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause will be the first increment occurring after the 6 month period.

64.11 Part-time Non-Commissioned Officers

Non-Commissioned Officers working under a part-time arrangement will be subject to the provisions of this clause as if they were a full-time officer. Part-time Non-Commissioned Officers may have their rosters amended to facilitate their compliance with the requirements of this clause. Attendance at any

necessary training/assessment may also be facilitated at locations other than the Non-Commissioned Officer's normal place of attachment.

64.12 Effect of Long Term Absences

Non-Commissioned Officers on secondment, full time leave without pay, special leave without pay, extended sick leave and Workers Compensation/Hurt on Duty absences will be regarded as having satisfied the requirements of any entitlement to incremental progression provided that within 6 months of their return to duty they comply with the requirements of this clause.

Such Non-Commissioned Officers will be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Non-Commissioned Officer to undergo appropriate remedial training. Should the Non-Commissioned Officer then remain unable to meet the requirements of any particular competency, incremental progression will be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause will be the first increment occurring after the 6 month period.

64.13 Effect of suspension.

64.13.1 When suspended with pay, a Non-Commissioned Officer will be paid at the rate of pay for the officer's level as at the commencement of the suspension.

64.13.2 A suspended Non-Commissioned Officer is not entitled to incremental progression.

64.13.3 Where a Non-Commissioned Officer who was suspended without pay ceases to be suspended and continues as a Police Officer, the officer will be paid for the period of suspension at the officer's rate of pay for the officer's level as at the commencement of the suspension, less any hardship payments that have been paid to the officer.

64.13.4 Where a Non-Commissioned Officer ceases to be suspended and continues as a Police Officer, the officer has six months in which to comply with the requirements of this clause to achieve increment progression for which the officer would have been eligible if not suspended. Where the requirements are met, the officer will be paid increment entitlements effective from the officer's incremental date, or, dates and the officer will be eligible for the next increment on the officer's next increment date.

64.13.5 Where an officer does not achieve incremental progression in accordance with subclause 64.13.4, the officer will remain at the officer's then level until they achieve the requirements for incremental progression. On achieving the requirements for incremental progression the officer will move to the next level and the date of that change will become the officer's new incremental date for all future progression. An officer progressing in accordance with this subclause will not be entitled to any incremental back pay.

64.13.6 An officer will be given appropriate training in order to achieve increment progression. Any subsequent failure to meet incremental progression requirements will require the officer to undergo appropriate remedial training.

64.13.7 This clause only applies to a Non-Commissioned Officer who ceases to be suspended and continues as a Police Officer on or after 9 September 2009.

64.14 Performance Management for Seconded Officers

Non-Commissioned Officers on secondment from the New South Wales Police Force whether by way of Special Leave Without Pay or otherwise, must comply with the requirements, if any, of the seconding organisation's performance management scheme. They must bring with them on return to the New South Wales Police a certificate from the seconding organisation as to their satisfactory compliance to be considered to have maintained the requirements of the Performance Management Scheme. If no such

scheme is in place, Non-Commissioned Officers will be required to produce a certificate to that effect from the seconding organisation.

64.15 Effect on Transfers

Non-Commissioned Officers who are prevented from undertaking a competency or attending the required number of MCPE lectures as a consequence of a transfer will have such matters taken into account in competency assessment. Non-Commissioned Officers who have an outstanding obligation on transfer should immediately notify their supervisor on taking up duty at the new location.

64.16 Leading Senior Constables

In addition to the mandatory competency requirements contained within this clause Leading Senior Constables will be required to satisfy the following for incremental progression;

64.16.1 Passing of an objective test of policing knowledge (relevant to the role and responsibilities of Leading Senior Constable) within a period of one month prior to the anniversary of appointment as a Leading Senior Constable. The passing of a test under the provisions of this paragraph will suffice for the requirements of paragraph 64.5.4.

64.16.2 Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of performance. For the purpose of this paragraph agreed rigorous performance assessment means the Leading Senior Constable and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Leading Senior Constable's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

64.17 Sergeants/Senior Sergeants

In addition to the mandatory competency requirements contained within this clause progression beyond Sergeant 6th Year and Senior Sergeant 4th Year will be based on;

64.17.1 Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual review of the Sergeant and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

64.17.2 Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

64.18 Detectives

In addition to the mandatory competency requirements contained within this clause Detectives will be required to satisfy the following for incremental progression;

64.18.1 Progression up to Detective 8th Year

Designation as a Detective, or currently undertaking, or being prepared to undertake (by way of written commitment) the Detectives Education Program (DEP). The parties recognise that program availability and other factors may impinge upon a Detective's capacity to undertake the DEP.

64.18.2 Progression beyond Detective 8th Year

- (a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective's performance. For the purpose of this sub paragraph performance assessment will include, where appropriate, assessment of the Detective's role as a guide, mentor and trainer of less experienced Detectives.
- (b) Completion of or, commitment to undertake or being prepared to undertake courses that raise skill level.

64.18.3 Progression beyond Detective Sergeant 4th Year and Detective Senior Sergeant 3rd Year

- (a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective Sergeant's/Detective Senior Sergeant's and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Detective Sergeant/Detective Senior Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Detective Sergeant's/Detective Senior Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.
- (b) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

64.19 Police Prosecutors

In addition to the mandatory competency requirements contained within this clause Police Prosecutors will be required to satisfy the following for incremental progression;

64.19.1 Progression beyond Police Prosecutor 8th Year

- (a) Satisfaction of an agreed rigorous performance assessment regime including bi-annual and annual reviews of the Police Prosecutors performance. For the purpose of this sub paragraph performance assessment will include, where appropriate, assessment of the Police Prosecutors role as a guide, mentor and trainer of less experienced Police Prosecutors.
- (b) Completion of or, commitment to undertake or being prepared to undertake courses that raise skill level.

64.19.2 Progression beyond Police Prosecutor Sergeant 4th Year and Police Prosecutor Senior Sergeant 3rd Year

- (a) Satisfaction of an agreed rigorous performance assessment regime including bi-annual and annual reviews of the Police Prosecutor Sergeant's/Police Prosecutor Senior Sergeant's and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Police Prosecutor Sergeant/Police Prosecutor Senior Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Police Prosecutor Sergeant's/Police Prosecutor Senior Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.
- (b) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

65. Provision of Uniform

65.1 Suitable uniforms of good quality as approved by the Commissioner after consultation with the Association will be provided to all Non-Commissioned Officers required to wear uniforms.

65.2 Initial Issue

65.2.1 Standard Police Dress Uniform - Initial Issue

All uniformed Non-Commissioned Officers recruited to the New South Wales Police Force on or after the operative date of this Award will be issued the following items of uniform:

Male Non-Commissioned Officers		Female Non-Commissioned Officers	
Seven (7)	Shirt short sleeve	Seven (7)	Blouse short sleeve
One (1)	Shirt long sleeve	One (1)	Blouse long sleeve
Three (3)	Pants cargo	Three (3)	Pants cargo
One (1)	Trousers L/W Navy	One (1)	Slacks L/W Navy
Two (2)	Boots GP	Two (2)	Boots GP
One (1)	Hat antron Dress male	One (1)	Hat antron Dress female
One (1)	Cap baseball	One (1)	Cap baseball
One (1)	Jacket leather male	One (1)	Leather jacket female
One (1)	Jacket fleece utility	One (1)	Jacket fleece utility
One (1)	Jumper	One (1)	Jumper
Seven (7)	Socks	Seven (7)	Socks
One (1)	Tie male	One (1)	Tie female
One (1)	Vest reflective	One (1)	Vest reflective
One (1)	Search gloves	One (1)	Search gloves
One (1)	Rain jacket yellow	One (1)	Rain jacket yellow
One (1)	Rain trousers yellow	One (1)	Rain trousers yellow
One (1)	Inner belt	One (1)	Inner belt
One (1)	Outer belt	One (1)	Outer belt
One (1)	Capsicum spray carrier	One (1)	Capsicum spray carrier
One (1)	Magazine carrier	One (1)	Magazine carrier
One (1)	Radio belt clip carrier	One (1)	Radio belt clip carrier
One (1)	Set of four keepers	One (1)	Set of four keepers
One (1)	Handcuff pouch	One (1)	Handcuff punch
One (1)	Baton ring	One (1)	Baton ring
One (1)	Torch ring	One (1)	Torch ring
One (1)	Expandable baton holder	One (1)	Expandable baton holder
One (1)	Thigh holster D-Ring	One (1)	Thigh holster D-Ring
One (1)	Cap badge	One (1)	Cap badge
One (1)	Identification badge	One (1)	Identification badge
One (1)	Identification holder	One (1)	Identification holder
One (1)	Identification backing	One (1)	Identification backing
Two (2)	Epaulette	Two (2)	Epaulette

65.2.2 In addition to the above items Non-Commissioned Officers will, on request be supplied, with
a broad brim hat

a pair of sunglasses. Such sunglasses will comply with the appropriate Australian Standard.

65.3 Western Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 65.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of:

Ardlethan	Eugowra	Nyngan
Ariah Park	Euston	Oaklands
Balranald	Finley	Pallamallawa
Barellan	Forbes	Parkes
Barham	Garah	Peak Hill
Barmedman	Goodooga	Pilliga
Barooga	Goolgowi	Rankin Springs
Bellata	Griffith	Tallimba
Berrigan	Grong Grong	Tibooburra
Bogan Gate	Gulgargambone	Temora
Boggabilla	Gwabegar	Tocumwal
Boggabri	Hay	Tottenham
Boomi	Hillston	Trangie
Bourke	Ivanhoe	Trundle
Brewarrina	Lake Cargelligo	Tullamore
Broken Hill	Leeton	Tullibigeal
Buronga	Lightning Ridge	Ungarie
Burren Junction	Lockhart	Urana
Carinda	Jerilderie	Walgett
Carrathool	Mathoura	Wanaaring
Cobar	Menindee	Warren
Coleambally	Moama	Wee Waa
Collarenebri	Moree	Weethalle
Condobolin	Moulamein	Wentworth
Coonamble	Mungindi	West Wyalong
Dareton	Mulwala	Whitton
Darlington Pt	Narrabri	Wilcannia
Deniliquin	Narrandera	Yanco
Enngonia	Narromine	Yenda
	Nymagee	

will be provided with

two (2) pairs pants cargo

one (1) pair trousers/slacks dress navy.

65.4 Cold Climate Areas (Category 1) - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 65.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of: -

Aberdeen	Curlewis	Muswellbrook
Albury	Delungra	Nundle
Ashford	Denman	Parkes
Baradine	Dunedoo	Peak Hill
Barraba	Eden	Picton
Bega	Eugowra	Quadialla
Bellbrook	Forbes	Queanbeyan
Bemboka	Gooloogong	Quirindi
Bendemeer	Gravesend	Rand
Bermagui	Greenethorpe	Robertson
Bethungra	Grenfell	Rylstone
Bingara	Gulgong	Scone
Binnaway	Gunnedah	Somerton
Bogan Gate	Harden	Springwood
Bowral	Henty	Stuart Town
Braidwood	Holbrook	Stockinbingal
Bundanoon	Howlong	Tambar Springs

Bundarra	Hume Lake	Tamworth
Bungendore	Inverell	Tarcutta
Campbelltown - HWP	Jugiong	Tathra
Candelo	Kandos	The Oaks
Canowindra	Koorawatha	Tingha
Captains Flat	Kootingal	Trundle
Caragabal	Lake Cargelligo	Tullamore
Cassilis	Manilla	Tullibigeal
Cobargo	Mendooran	Wagga Wagga - HWP
Comboyne	Merimbula	Walla Walla
Condobolin	Merriwa	Warialda
Coolah	Michelago	Wallendbeen
Coonabarabran	Mittagong	Wellington
Corowa	Moonan Flat	Werris Creek
Cowra	Moss Vale	Windsor
Culcairn	Mudgee	Willow Tree
	Murrurundi	Woodstock
		Yetman
		Young

will be provided with:

one (1) pair fleece gloves

four (4) pairs heavy weight socks

65.5 Cold Climate Areas (Category 2)

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 65.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of: -

Adelong	Gloucester	Nowendoc
Armidale	Goulburn	Oberon
Bathurst	Goulburn, Police College -	Orange
Batlow	School of Traffic and Mobile	Penrith - Radio Network
	Policing	
Binalong	Greater Hume Region -	Services Unit
Blackheath	Crash Investigation Unit	Portland
Blayney	Gundagai	Queanbeyan - HWP*
Boorowa	Gunning	Richmond - HWP
Capertee	Guyra	Rockley
Carcoar	Hill End	Talbingo
Collector	Holbrook - HWP	Tarago
Cootamundra	Katoomba	Tenterfield
Cudal	Lawson	Trunkey Creek
Cumnock	Lithgow	Tumut
Deepwater	Macquarie Region - Crash	Uralla
Emmaville	Investigation Unit	Walcha
Glen Innes	Mandurama	Walcha Rd
	Manildra	Wallerawang
	Marulan	Yass
	Millthorpe	
	Molong	
	Mount Victoria	

will be provided with:

one (1) fur lined cap

one (1) pair fleece gloves

four (4) pairs heavy weight socks

*Only members of the Highway Patrol who regularly perform duties within the Cooma & Tumut areas within the winter months.

65.6 Alpine Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 65.2 of this subclause, Non-Commissioned Officers performing uniform duties in the Stations of: -

Adaminaby	Khancoban
Berridale	Nimmitabel
Bigga	Oberon
Bombala	Rockley
Cooma	Taralga
Crookwell	Tuena
Delegate	Trunky Creek
Guyra	Tumbarumba
Jindabyne	

will be provided with:

one (1) pair fleece gloves

four (4) pairs heavy weight socks

two (2) waterproof boots

one (1) fur lined cap

one (1) Alpine beanie

four (4) Alpine Snow Skivvies

One (1) Alpine Snow Vest

One (1) Snow/Rain jacket

One (1) Snow/Rain trousers

65.7 Annual Issue

All uniformed Non-Commissioned Officers will be issued, in their second and subsequent years of service, with seven (7) pairs of socks, which will include four (4) pairs of heavy weight socks when attached to the areas specified in subclauses 65.4, 65.5 and 65.6 of this clause.

65.8 Stocking Allowance

A female Non-Commissioned Officer who chooses to perform duties in culottes will be reimbursed for the cost of any stockings, reasonably and necessarily incurred in connection with that uniform. The amount claimable in any calendar year will be not greater than the amount of the stocking allowance as set out in Table 14 - Stocking Allowance (Non-Commissioned Officers), of PART B, Monetary Rates.

Payment of any actual stocking expenses will be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the officer.

This clause will apply from the first full pay period commencing on or after 2 October 2009 or when the payment first ceases to be paid into an officer's salary, whichever is the later.

65.9 Plain Clothes Allowance

Non-Commissioned Officers (other than Detectives and Police Prosecutors) required to perform duty in plain clothes will be paid a plain clothes allowance as set out in Table 15 - Plain Clothes Allowances (Non-Commissioned Officers), of PART B, Monetary Rates in lieu of the provision of uniform. (Note: Non-Commissioned Officers paid as Detectives under clause 38, Salaries (Detectives) and Prosecutors under clause 39, Salaries (Police Prosecutors) will not be entitled to a Plain Clothes Allowance).

65.10 Plain Clothes Allowances will be paid on a pro rata basis where a Non-Commissioned Officer is required to perform duty in plain clothes for part of a year.

65.11 In the case of a Non-Commissioned Officer ordinarily in receipt of a Plain Clothes Allowance, such allowance will not be payable when the Non Commissioned Officer is:

65.11.1 absent on sick leave for a continuous period exceeding 6 months;

65.11.2 absent on leave without pay (including Maternity, Parental and Adoption leave without pay); or

65.11.3 suspended from office.

65.12 Condemnation

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

65.13 Interruption to Supply

Should there be an interruption to the supply of any item of uniform specified in this clause, due to circumstances beyond the control of the New South Wales Police Force the Association is to be notified promptly in writing by the New South Wales Police Force of the particular problem and the anticipated date of supply.

65.14 Review of Allowances

The parties agree to review the Plain Clothes Allowance and Stocking Allowance on a needs basis in line with movements in the relevant component of the Consumer Price Index.

66. Air Travel

66.1 Non-Commissioned Officers escorting prisoners in aircraft will be in the ratio of at least one to one. The maximum number of persons in custody being carried in any one aircraft will be two.

66.2 Non-Commissioned Officers required to travel in aircraft in the course of their duty, and prisoners and patients under escort will be insured under the provisions of the New South Wales Treasury Managed Fund.

67. Lockers

67.1 All Non-Commissioned Officers will, at some reasonably convenient place, be provided with a suitable full-length locker.

68. Work of a Menial Nature

68.1 Non-Commissioned Officers will not be required to perform cleaning or similar work.

Section 5 - Commissioned Officers

69. Salaries

- 69.1 Subject to the *Police Act* 1990, and Regulations and any requirements thereunder and to the provisions of clause 73, "Competency Based Incremental Progression" (Commissioned Officers) of this Award, a Commissioned Officer will, according to the position or rank held and the incremental level achieved, be paid a salary of not less than the amounts prescribed in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates.
- 69.2 The salaries prescribed in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates, of this Award contain a loading in compensation for factors which the "loading" prescribed for Non-Commissioned Officers under clause 40 of this Award is intended to compensate.
- 69.3 The parties recognise the "all up" nature of the Salaries prescribed in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award, consistent with the description contained in New South Wales Police Circular 91/65, issued on 29 April 1991

70. Hours of Duty

- 70.1 The ordinary hours of duty for all Commissioned Officers will be an overall average, of 38 hours per week.
- 70.2 Consistent with the provisions of subclause 69.3, Salaries, any additional duty required to be performed outside of ordinary hours of duty will attract no additional remuneration.
- 70.3 Commissioned Officers whose performance of work is not subject to regular shift rostering practices will be individually accountable for the proper, efficient and effective management of their time, so as to ensure that the objectives and goals of their commands are met and that all resources of the command are managed in an efficient and effective manner. Such officers will manage their own time subject to the overriding discretion of senior officers to direct the performance of duty.
- 70.4 The parties recognise that the flexibility of working hours in respect to Commissioned Officers referred to in subclause 70.3 above may provide them with an opportunity to avail themselves of additional days off, free of duty, over and above their normal rest days or any other form of normally available paid leave.
- 70.5 With the exception of those Commissioned Officers referred to in subclause 70.6 below, Commissioned Officers will not normally be required to attend for duty on Public Holidays. Any such requirement to attend however, will not attract any additional remuneration or entitlement to time off in lieu except for the accrual of additional annual leave as prescribed in subclause 17.5, Annual Leave.
- 70.6 Commissioned Officers Regularly Rostered to Work Shiftwork on Sundays and Public Holidays

Commissioned Officers who are regularly rostered to work shiftwork on Sundays and Public Holidays will be subject to the provisions of clause 49, Hours of Duty (Non-Commissioned Officers) as if they were Non-Commissioned Officers. Provided further that no overtime will apply to Commissioned Officers where they may be required to work on a cancelled or deferred rest day irrespective of the notice given to work on any such day.

- 70.7 Commissioned Officers other than those Regularly Rostered to Work Shiftwork on Sundays and Public Holidays

The following provisions will apply to Commissioned Officers other than those described in subclause 70.6 above:

- 70.7.1 Commissioned Officers will manage their own time subject to the overriding discretion of their commanders/managers to direct the performance of duty.

70.7.2 Commissioned Officers covered by this subclause will generally not be required to attend for duty on Public Holidays. However, any requirement to attend on such days will attract additional annual leave in accordance with subclause 17.5, Annual Leave.

71. Fixed Term Appointment

- 71.1 Each Commissioned Officer will be the subject of a Fixed Term Appointment in accordance with the provisions of Part 6, Division 3 of the *Police Act 1990*.
- 71.2 Subject to the provisions of this Award, there will be a general presumption in favour of renewal of Fixed Term Appointments
- 71.3 Fixed Term Appointments will generally expire only by the efflux ion of time. No occurrence of any nature will have the effect of extending the period of any appointment beyond its nominated expiry date.

72. Non Renewal Benefit

- 72.1 Commissioned Officers being subject to Fixed Term Appointments in accordance with Part 6, Division 3 of the *Police Act 1990* will accrue an entitlement to the payment of a benefit, equal to twelve and one half (12.5) percent of total salary earnings for each completed fixed term appointment, in accordance with the following provisions:
- 72.1.1 The entitlement will commence to accrue from the beginning of the first Fixed Term Appointment of each Commissioned Officer;
- 72.1.2 The benefit will only be payable in respect of each completed Fixed Term Appointment;
- 72.1.3 Any Commissioned Officer who resigns or retires (excluding medical retirement where application is supported by the Commissioner) from the New South Wales Police Force during the currency of a Fixed Term Appointment will be regarded as not having completed that particular Term and no benefit will be payable in respect of that incomplete Term. However, all accrued benefits from previously completed Terms will be payable;
- 72.1.4 Any Fixed Term Appointment terminated, either through the death of the Commissioned Officer, the medical retirement of the Commissioned Officer where application is supported by the Commissioner or upon promotion in accordance with Part 6, Division 3 of the *Police Act 1990*, will be deemed to be a completed Term for the purpose of accrual of the benefit;
- 72.1.5 In circumstances where a Commissioned Officer is "removed" from the New South Wales Police Force under the provisions of s181D of the *Police Act 1990* (as amended), there will be no eligibility for the Non Renewal Benefit including previously completed Terms. However, in circumstances where a Commissioned Officer, under the provisions of s181E of the Act, applies for a review by the Industrial Relations Commission of any such "removal" on the grounds that it is harsh, unreasonable or unjust, and such application is upheld by the Industrial Relations Commission, then no matter what the remedy, such Commissioned Officer retains eligibility to the Non Renewal Benefit.
- 72.1.6 In circumstances however, where in conciliation proceedings, the Commissioner is prepared to consent to a Commissioned Officer's reinstatement for the purpose of allowing the Commissioned Officer to resign, and such reinstatement and resignation is effected, then the usual eligibility criteria, as contained within the provisions of this clause will apply.
- 72.1.7 Consistent with the provisions of paragraphs 72.1.2 and 72.1.3 above, any entitlement to a benefit will become payable upon termination of employment (including medical retirement where application is supported by the Commissioner) or termination as a result of a decision by the Commissioner not to renew an expired Fixed Term or on accepting a Police Force Senior Executive Service appointment;

- (a) Any Commissioned Officer wishing to voluntarily access their accrued benefit earlier than provided for at 72.1.7 for completed fixed term appointments at a reduced rate of 80% may do so by indicating their intention in writing to the Director, Workforce Relations & Reform advising:
- i. that the Officer is voluntarily accessing the benefit for a completed term or terms,
 - ii. that the Officer acknowledges that the benefit will be paid at a rate of 80%, and
 - iii. that the Officer agrees to forfeit the remaining 20% of the benefit that would have been payable for the completed term or terms.

72.1.8 Commissioned Officers who are appointed to a position with the Police Senior Executive Service will have the amount of their benefit capped as at the date of such appointment and that benefit will be available at that capped amount in accordance with the provisions within;

72.1.9 Commissioned Officers who (whether through the exercise of a right of return or otherwise) enter into a Fixed Term Appointment, subsequent to a period of appointment within the Police Senior Executive Service, will accrue a benefit exclusive of any salary earned whilst a member of the New South Wales Police Force Senior Executive Service. Any such benefit will be in addition to any capped benefit to which a Commissioned Officer may be entitled in accordance with paragraph 72.1.8 above.

73. Competency Based Incremental Progression

73.1 Incremental progression for Commissioned Officers will be based on: -

73.1.1 a minimum period of twelve (12) months service on each incremental level where defined in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates; and

73.1.2 compliance with the competency requirements specified in this clause.

73.2 It is the responsibility of Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained within.

Commanders/Managers are responsible to ensure that Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This will include but not necessarily be limited to:

73.2.1 ensuring that Commissioned Officers have sufficient time, on duty, to undertake necessary training;

73.2.2 ensuring that Commissioned Officers have access to the necessary training facilities; and

73.2.3 the provision of remedial training where necessary.

Commanders/Managers are not to certify a Commissioned Officer as competent unless satisfied they have met the requirements of this clause.

73.3 Competency Requirements

The competency requirements for incremental progression for Commissioned Officers will be:

73.3.1 Base Generic Competencies

- (a) Maintenance of Defensive Tactics including Firearms Competency (where appropriate to deployment) and CPR/First Aid Training

Commissioned Officers must meet or exceed the minimum level of competency established by the Commissioner in consultation with the Association. The required level of competency must be attained within the training year (1 July to 30 June) prior to a Commissioned Officer's increment falling due.

A Commissioned Officer who fails to meet the minimum competency will be subject to remedial training.

A Commissioned Officer who fails to meet the minimum level of competency following a course of remedial training will have their increment deferred for the amount of time taken to satisfy the minimum level of competency required.

(b) Physical Fitness Standard

For the purpose of this paragraph illness or injury is not to be regarded as a factor in determining a Commissioned Officer's level of physical fitness.

In the event of an "incident" or "situation" occurring or arising where a Commissioned Officer's level of fitness, taking into account their deployment and age, was a contributing factor to the "incident" or "situation" then such Commissioned Officer may be referred to the New South Wales Police Force Medical Branch for assessment as to their fitness and development of a remedial program. Such a program will take into account any advice provided by the Commissioned Officer's medical practitioner.

If a Commissioned Officer has not made sufficient progress towards a reasonable level of fitness at the end of the first review period under the program, incremental progression will be deferred by the period between the first review and the time when sufficient progress is made towards a reasonable level of fitness.

The assessment of a Commissioned Officer's level of physical fitness will have regard to their deployment and age.

(c) Driver Status

Safe Driving Policy - A Commissioned Officer who has their status to drive New South Wales Police vehicles revoked pursuant to the Safe Driving Policy is required to undertake a driver development program. Failure to gain driver status at the end of the program will result in deferral of the Commissioned Officer's incremental progression by the period from the conclusion of the program until they satisfy the requirements of the program or have their status reinstated.

A local decision by a Commander/Manager to prohibit a Commissioned Officer from driving will have no effect on incremental progression.

A Commissioned Officer who has their status to drive New South Wales Police Force vehicles revoked may appeal the decision to the Commissioner in accordance with the Safe Driving Policy.

Civilian Licence - Loss of civilian licence will result in the deferral of incremental progression by the period of that loss.

(d) Computerised Operational Policing (COPS) System Literacy

Subsequent to initial training on the COPS system, Commissioned Officers are expected to be able to utilise the system to the degree necessary to perform their duties.

Where a Commissioned Officer demonstrates a deficiency in the use of the system necessary to perform their duties they will be placed on a remedial program.

If at the end of a program a Commissioned Officer has been unable to overcome their deficiency, their incremental progression will be deferred by the period of time taken to reach the required standard.

Commissioned Officers whose deployment is changed will be provided with further training on the COPS system which is specific to their new area of deployment.

73.3.2 Mandatory Continuing Police Education (MCPE)

Commissioned Officers (other than Commissioned Officers occupying command positions) are obliged to complete the agreed requisite MCPE program for each training year. Each annual MCPE program will be developed by the Commissioner in consultation with the Association. MCPE programs will cover such topic areas as:

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

Commissioned Officers occupying Command positions will be personally responsible for maintaining their own MCPE currency. They may elect to do so either by private study or through completion of the MCPE program.

For the purpose of this paragraph a Command position is one which ascribes the occupant the title of "Commander" or "Manager", (other than positions of a non-command nature such as Crime Manager, Professional Standards Manager, Operations Manager, Human Resources Manager and the like).

Commissioned Officers, other than those Commissioned Officers occupying Command positions, who fail to complete the MCPE program within the training year will have their incremental progression deferred by the period between the end of the training year and until completion of the program is achieved. Commissioned Officers who are unable to complete the program due to New South Wales Police requirements will not have their incremental progression deferred as a consequence of not meeting their MCPE obligations.

73.3.3 Performance Management Scheme

- (a) An appropriate performance management scheme will be applied to Commissioned Officers. Commissioned Officers are required to perform their duties in accordance with the provisions of the scheme. Commissioned Officers who fail to perform at the agreed level will be placed on a performance management scheme.

If, at the conclusion of the performance management scheme a Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression will be deferred by the period taken to satisfy the scheme.

- (b) Progression beyond Inspector 4th Year, Inspector 6th Year and Superintendent 5th year will be subject to Commissioned Officers demonstrating above satisfactory work performance. In this regard Commissioned Officers will be required to satisfy an agreed rigorous performance assessment regime including quarterly and annual reviews of performance. Commissioned Officers will also demonstrate an ongoing commitment to their professional development including the provision of evidence of the successful completion of relevant courses. This includes a commitment to undertake or preparedness to undertake courses that raise skill level.

For the purpose of this sub paragraph an agreed rigorous performance assessment means the Commissioned Officer and their Commander/Manager participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the

Commissioned Officer's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

73.4 Effect on Incremental Progression Where Multiple Competencies Not Satisfied

Should any Commissioned Officer fail to satisfy more than one competency required for incremental progression then the period of loss of incremental progression will be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies will be the period of deferral of incremental progression.

73.5 Increments Falling Due During a Period of Initial Remedial Training

In the event of a Commissioned Officer's increment falling due during a period of initial remedial training or participation in a performance management scheme, it will not be deferred. However, if such training is not satisfied, progression to the next increment will be deferred by the period of time taken after such training or participation until such time as the Commissioned Officer has reached the required competency standard.

73.6 Effect of Any Deferral of Incremental Progression

73.6.1 The period of deferral of an increment will be determined by the period of time taken to achieve the appropriate competency and/or performance standards in accordance with the provisions of this clause.

73.6.2 Where an increment is deferred all future incremental dates are to be varied by the period of deferment.

73.7 Commissioned Officers Medically Excused from Demonstrating Certain Competencies

A Commissioned Officer, who as a consequence of being placed on alternative duties, is medically excused from any activity aimed at demonstrating their competence, will not have normal incremental progression deferred as a result of that non-participation. Should a Commissioned Officer return to full duty, within 6 months of their return, they will be required to demonstrate or achieve the required level of skill in the excused competency.

Such Commissioned Officer will be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Commissioned Officer to undergo appropriate remedial training. Should the Commissioned Officer then remain unable to meet the requirements of the particular competency incremental progression will be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this subclause will be the first increment occurring after the 6 month period.

73.8 Part-time Commissioned Officers

Commissioned Officers working under a part-time arrangement will be subject to the provisions of this clause as if they were a full-time officer. Part-time Commissioned Officers may have their rosters amended to facilitate their compliance with the requirements of this clause. Attendance at any necessary training/assessment may also be facilitated at locations other than the Commissioned Officer's normal place of attachment.

73.9 Effect of Long Term Absences

Commissioned Officers on secondment, full time leave without pay, special leave without pay, extended sick leave and Workers Compensation/Hurt on Duty absences will be regarded as having satisfied the requirements of any entitlement to incremental progression provided that within 6 months of their return to duty they comply with the requirements of this clause.

Such Commissioned Officers will be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Commissioned Officer to undergo appropriate remedial training. Should the Commissioned Officer then remain unable to meet the requirements of any particular competency, incremental progression will be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this subclause will be the first increment occurring after the 6 month period.

73.10 Effect of Suspension.

73.10.1 When suspended with pay, a Commissioned Officer will be paid at the rate of pay for the officer's level as at the commencement of the suspension.

73.10.2 A suspended Commissioned Officer is not entitled to incremental progression.

73.10.3 Where a Commissioned Officer who was suspended without pay ceases to be suspended and continues as a Police Officer, the officer will be paid for the period of suspension at the officer's rate of pay for the officer's level as at the commencement of the suspension, less any hardship payments that have been paid to the officer.

73.10.4 Where a Commissioned Officer ceases to be suspended and continues as a Police Officer, the officer has six months in which to comply with the requirements of this clause to achieve increment progression for which the officer would have been eligible if not suspended. Where the requirements are met, the officer will be paid increment entitlements effective from the officer's incremental date, or, dates and the officer will be eligible for the next increment on the officer's next increment date.

73.10.5 Where an officer does not achieve incremental progression in accordance with paragraph 73.10.4, the officer will remain at the officer's then level until they achieve the requirements for incremental progression. On achieving the requirements for incremental progression the officer will move to the next level and the date of that change will become the officer's new incremental date for all future progression. An officer progressing in accordance with this subclause will not be entitled to any incremental back pay.

73.10.6 An officer will be given appropriate training in order to achieve increment progression. Any subsequent failure to meet incremental progression requirements will require the officer to undergo appropriate remedial training.

73.10.7 This clause only applies to a Commissioned Officer who ceases to be suspended and continues as a Police Officer on or after 9 September 2009.

73.11 Performance Management for Seconded Officers

Commissioned Officers on secondment from the New South Wales Police Force whether by way of Special Leave Without Pay or otherwise, must comply with the requirements, if any, of the seconding organisation's performance management scheme. They must bring with them on return to the New South Wales Police Force a certificate from the seconding organisation as to their satisfactory compliance to be considered to have maintained the requirements of the Performance Management Scheme. If no such scheme is in place, Commissioned Officers will be required to produce a certificate to that effect from the seconding organisation.

73.12 Effect on Transfers

Commissioned Officers who are prevented from undertaking a competency or attending the required number of MCPE lectures as a consequence of a transfer will have such matters taken into account in competency assessment. Commissioned Officers who have an outstanding obligation on transfer should immediately notify their Commander/Manager on taking up duty at the new location.

73.13 Review Process

A Commissioned Officer whose incremental progression is deferred as a consequence of not satisfying the criteria for progression at subparagraph (b) of 73.3.3 may request in review of such a decision. Any review will be internal only. The grounds and process for conducting such a review will be as agreed between the parties.

74. Relieving Duty

74.1 General

The following provisions will apply to Commissioned Officers who are required to perform relieving duty in positions normally occupied by officers of a higher rank.

74.2 Exceptions

74.2.1 This clause does not apply to relieving duty performed in the New South Wales Police Force Senior Executive Service positions. In such cases the provisions will be those approved from time to time by the Commissioner.

74.2.2 No allowance will be payable under this clause for relieving duty performed by a Commissioned Officer in a position normally occupied by a Commissioned Officer of the same rank or grade.

74.3 Amount Payable

74.3.1 Any Inspector, during a period of relieving duty in a Superintendent position, who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of that position, will be paid an allowance equal to the difference between the Inspector's own salary and the salary of Superintendent (1st Year).

74.3.2 Where an Inspector does not assume the whole of the duties and responsibilities of the position the amount of any allowance paid will be determined as a percentage of the full allowance prescribed in paragraph 74.3.1 above. The percentage of the allowance payable will be that determined by the approving officer and will be "rounded up" to the nearest 10%.

74.4 Limitations on Eligibility

74.4.1 No allowance is payable where less than 5 consecutive working days relieving duty is performed.

74.4.2 Where absences of 5 days or less occur during a period of relieving duty, the allowance is to be paid for those periods of absence. However, if the period of relieving duty is only 5 days, during which there is a period of absence then the allowance is not payable.

74.4.3 Except as provided in subclause 74.5 below no allowance will be paid in respect of any period of leave exceeding five complete and consecutive days taken by a Commissioned Officer during any period relieving duty in another position.

74.5 Extended Periods of Relief

A Commissioned Officer who has performed relieving duty for one year or more in the same position and who, due to extraordinary circumstances, continues to perform such duty will be eligible for payment of the allowance for any annual, extended sick, FACS, or special leave which is approved and taken during the further period of relief.

75. Travelling Time

75.1 In recognition of the all incidences nature of the total salary paid to Commissioned Officers with effect from the beginning of the first full pay period to commence on or after 10 March 1995 the provisions of

Clause 11 (Travelling Time) of the Commissioned Police Officers Agreement, No 2395 of 1983 will no longer apply.

SECTION 6 - DISPUTES/GRIEVANCE SETTLEMENT PROCEDURE

76. Disputes/Grievance Settlement Procedure

76.1 The object of these procedures is to avoid disputes/grievances in the first instance and to facilitate the resolution of grievances of individuals and disputes between the New South Wales Police Force and its employees which do occur by conciliation without delay. They are designed to resolve grievances and disputes at the level as close as possible to the source. The procedures have been developed to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations. The parties agree that through each stage the relevant facts are to be clearly identified and documented and that the procedures are followed promptly.

76.2 Health and Safety Issues - Procedures

In cases where a safety issue is involved, the Association will immediately notify the Region Human Resources Manager who will advise the Industrial Relations Branch.

76.3 If the matter is not resolved the Region Human Resources Manager will refer the question immediately to the Industrial Relations Branch and endeavour to conciliate the matter without delay.

76.4 Subject to this procedure being followed, the Association reserves the right to refer the matter to the appropriate industrial tribunal.

76.5 Procedures in Other Matters

Where a grievance/dispute arises in a particular work location, the employee(s) will notify (in writing or otherwise) the immediate supervisor or other appropriate person as to the substance of the grievance/dispute, request a bilateral meeting to discuss it and state the remedy sought. A meeting should be held, with or without the involvement of Association officials, within 48 hours (exclusive of weekends) of the notification.

76.6 Failing resolution of the grievance/dispute further discussions will be held between the Branch or other Association official and the appropriate Local Area or other Commander/Manager who will inform the office of the Region Human Resource Manager (or equivalent) of the dispute. This should take place within 48 hours (exclusive of weekends) of the completion of 76.5 above.

76.7 If the grievance/dispute is not resolved at that level, Association representatives will refer the matter to the Industrial Section of the Association. The Region Human Resources Manager (or equivalent) will refer the matter to Workforce Relations and Reform. The matter will then be discussed between officers of the Association and Workforce Relations and Reform. These actions will take place as soon as it is apparent that the earlier discussions will not resolve the dispute/grievance.

76.8 If a grievance has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing the proposed remedy.

76.9 If a dispute remains unresolved Workforce Relations and Reform will assume responsibility for liaising with the member(s) of the Senior Executive Service of the New South Wales Police Force and advise of the final position of the Commissioner of Police as to the issue in dispute.

76.10 Neither party will initiate proceedings under Chapter 3 of the *Industrial Relations Act 1996* until procedures under these clauses have failed to resolve the issue and each constituent of the other party has been given three clear days notice (exclusive of weekends) of that intent. Observance of this period of notice will not prejudice the position of any party to the dispute.

76.11 General

Whilst the dispute resolution procedures are continuing normal work and the conditions under which work is performed, prior to notification of the dispute or grievance will continue unless otherwise agreed between the parties. Provided further that in the case of a dispute or grievance involving work health and safety, normal work and the conditions under which work is performed will continue in a manner which avoids any risk to the health and safety of any officer, any other employee of the New South Wales Police Force or any member of the public.

SECTION 7 - TRANSFERRED OFFICERS ENTITLEMENTS & COMPENSATION**77. Definitions**

- 77.1 In addition to Clause 3, the following definitions apply to this Section
- 77.2 "Desirable Commuter Location" means Brisbane Water, Tuggerah Lakes, Wollongong and Lake Illawarra Local Area Commands.
- 77.3 "Desirable Location" means a location where demand for placements exceeds the available positions to accommodate them. Desirable Locations are;
- 77.3.1 Northern Region - all LAC's except for the Hunter Valley LAC, and Tabulam and Nimbin within the Richmond LAC, and,
- 77.3.2 Southern Region - includes Wollongong LAC, Lake Illawarra LAC, Shoalhaven LAC, Far South Coast LAC and the Queanbeyan Police Station within Monaro LAC, and,
- 77.3.3 Desirable Commuter Locations, and,
- 77.3.4 Specialist Commands with Units located in the Locations outlined above
- 77.4 "Location" within the Metropolitan Area means duty at a Local Area Command or duty in a working environment under the auspices of a Region Commander, or a Branch, Squad, Directorate or Bureau. "Location" outside the Metropolitan Area means duty at a Police Station within a Local Area Command.
- 77.5 "Metropolitan Area" means the Sydney Region but also includes the area referred to as the Central Coast on the northern line as far as Gosford, the area on the western line as far as Mount Victoria and on the Illawarra line as far as Wollongong.
- 77.6 "Permanent accommodation" means accommodation other than temporary accommodation under Clause 83.
- 77.7 "Transferred Officer" means an officer who has been assigned to a new Location, other than from one part of the metropolitan area to another, at which duty is to be performed, and who, as a consequence of such assignment, finds it necessary to leave their existing residence and seek or take up a new residence, but will not include an officer transferred;
- 77.7.1 at the officer's own request subject to clause 78, or
- 77.7.2 under an arrangement between officers to exchange positions, or
- 77.7.3 for disciplinary reasons under the provisions of Section 173 of the *Police Act* 1990.
- 77.8 The Commissioner will retain the discretion to offer all or partial transfer costs for special purposes above the minimum standard where circumstances require, including attraction and retention transfers.

78. Eligibility for Entitlements under This Section

78.1 Officers are eligible for the entitlements as Transferred Officers under this section in the following circumstances:

78.1.1 Subject to paragraph 78.1.3, following five (5) years at a Location or, in the case of Special Remote Locations, after the minimum tenure prescribed for these Locations. However, where officers have performed less than the required minimum tenure, approval may only be given in exceptional circumstances, to the reimbursement of Removal Costs as provided in Clause 85.

78.1.2 With respect to five (5) years at a Location in 78.1.1, any continuous period of completed tenure in the metropolitan area accumulates towards the five year eligibility.

78.1.3 Where an officer transfers;

(a) From the Metropolitan Area to a Desirable Location as defined, or

(b) From a Desirable Location to another Desirable Location,

the officer is not entitled to the provisions of Clause 90, 91 and 92 unless the officer is;

(i) Transferred as a result of a promotion,

(ii) Transferred other than at the officer's request (other than transferred as a result of action under Section 173 of the Police Act); or

(iii) Otherwise approved by the Commissioner.

All other entitlements under this section are not affected by this subclause.

78.1.4 Transferred other than at the officer's request (other than transferred as a result of action under Section 173 of the Police Act).

78.1.5 Subject to paragraph 78.1.3, transfers arising directly from the advertisement of a vacant position.

78.1.6 Where an officer moves from or into NSW Police Force official police residences, including moves within the same town, they will be eligible for payment of removal costs under Clause 85 only, unless entitled to costs under another clause of the Award.

78.1.7 Where a spouse is also employed in the NSW Police Force or the NSW Public Service and is also the subject of a transfer, assistance payable under this section is paid to one person only. Where applicable however, both partners may claim the leave concessions under Clause 82 Transfer Leave.

78.1.8 The Commissioner may, in extraordinary circumstances, approve an officer as a Transferred Officer, to receive eligibility under this clause, where the Commissioner is satisfied that the officer's hours of duty at the new Location, or available transport to the new Location, make it impracticable for them to travel from home to their location.

79. Officers Appointed under Section 66a & 67 of the Police Act

79.1 Section 66A and 67 are eligible for entitlements under this section as follows:

79.1.1 Officers temporarily appointed without a right of return to their former Location receive full entitlements.

- 79.1.2 Officers temporarily appointed with a right of return to their former Location who are accompanied by dependents and who are not required to maintain two households can access all entitlements but not Clause 90, 91 and 92 until appointment is confirmed.
- 79.1.3 Officers temporarily appointed who do not have dependents with them until transfer is fully finalised are entitled to access Clause 83, Cost of Temporary Accommodation.
- 79.1.4 Officers temporarily appointed who have no dependents and a right of return and not maintaining two households are eligible for entitlements other than Clause 90, 91 and 92 until there is a permanent appointment.
- 79.1.5 In respect of Paragraph 79.1.2, and 79.1.4, removal costs and compensation for depreciation under Clauses 85 and 88 will only be paid once. Officers must wait until confirmation of their appointment to move their family and/or household effects and claim appropriate costs.

80. Special Remote Locations

A list of Special Remote Locations and Special Remote Location tenure will be maintained in the NSW Police Force Transfer Guidelines. Changes to the content of that list will be subject to agreement between the Parties. Agreement will not be unreasonably withheld. The Special Remote Location and Tenure List in the Transfer Guidelines at the commencement of this Award will have effect without the need for further consultation.

81. Notice of Transfer

The Commissioner will give, in writing, as long a period of notice of transfer as is practicable, provided that, except in special or urgent circumstances, an Officer will not be transferred unless they have received at least 14 days notice of transfer in writing prior to the actual date of transfer. The 14 days will begin on the first day the officer is properly informed of the transfer which may include receipt of mail or electronic mail.

82. Transfer Leave

- 82.1 An Officer assigned to duty at a new Location will be entitled to special leave on the following basis:
- 82.1.1 two days on full pay for the purpose of visiting the new location with a view to obtaining suitable permanent accommodation;
- 82.1.2 two days on full pay for the purpose of preparation and packing of personal and household effects prior to removal or two days for the purpose of arranging storage;
- 82.1.3 such leave as is necessary, on full pay to travel to the new location for the purpose of commencing duty, and/or for the purposes referred to in Paragraph 82.1.1
- 82.1.4 one day on full pay for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises.
- 82.1.5 Where the purposes referred to above cannot be achieved in the time specified the Commissioner may grant such extra leave as necessary.
- 82.1.6 When an Officer travels to the new location to seek accommodation and incurs expenses in relation to overnight accommodation, the officer will, subject to the production of receipts be reimbursed reasonable and actual cost of meals and accommodation for self (capped at the maximum travelling allowance rate for one officer) and reasonable and actual cost of meals for a member of the household (capped at the maximum meal expense allowance).
- 82.2 Provided suitable arrangements can be made for the performance of duties during the Officer's absences, a transferred officer who has been unable to secure accommodation for the family at the new location will be entitled to sufficient special leave to permit a return home at weekends once each month and spend two consecutive days and nights with the family, together with an additional day and night in respect of each public holiday occurring in conjunction with such weekend and on which the Officer

would not normally be rostered for duty. Such leave will be limited to the time necessarily required in travelling in each case on the day preceding and the day following such weekend or long weekend, as the case may be.

- 82.3 Where a transferred Officer is located in a location where a return home once each month in terms of the foregoing paragraph is not possible such Officer after four weeks at the new location, will be entitled to sufficient leave to allow the Officer two consecutive days and nights at a weekend with the family. Thereafter such Officer will be allowed to accumulate special leave at the rate of two days per month until sufficient leave is available to allow a return home at a weekend for a similar period.

83. Cost of Temporary Accommodation

- 83.1 For the purposes of this clause of the award, temporary accommodation will not include Government owned residences, or privately owned rented accommodation, i.e. house or flat.

- 83.2 Where a transferred officer, including an officer referred to in Clause 79, maintaining dependant relatives in their home: -

83.2.1 is required to vacate the existing residence prior to departure for the new location; and/or

83.2.2 finds it necessary to secure board and lodging for self and dependant relatives at the new location pending permanent accommodation becoming available, transferred officers with dependent relatives will be reimbursed up to a maximum of \$254 per week plus an additional \$27 per week for each dependent child 6 years and over (to a maximum contribution of \$54 per week), where the cost of accommodation exceeds the amount calculated in the following table:

Salary of Employee and Spouse \$ Per Annum	Amount \$ Per week	Each Dependant Child 6 yrs of age and over (Max. contribution \$54 per week) \$ Per week
Up to 28,233	218	27
28,234 to 35,980	239	27
35,981 to 46,258	262	27
46,259 to 59,477	324	27
59,478 and over	412	27

- 83.3 Provided that where permanent accommodation is not available and a transferred officer moves to the new location ahead of the dependants, necessary board and lodging expenses in excess of \$51 per week and up to a maximum allowance of \$254 per week, will be payable.

- 83.4 Where a transferred officer not maintaining dependant relatives in the home is unable to secure permanent accommodation at the new location, such officer will be paid an allowance of up to 50 per cent of the total costs of board and lodging expenses incurred for a maximum period of four weeks, subject to the maximum allowance so payable not exceeding \$254 per week.

- 83.5 Where the period of four weeks referred to above is not sufficient for the officer to obtain suitable permanent accommodation, the Commissioner will consider each case on its merits but will require full particulars to be supplied.

- 83.6 The payment of allowances under subclauses 83.2 and 83.4 of this clause will in all cases be subject to:

83.6.1 the production of receipts;

83.6.2 a written undertaking by the officer that any reasonable offer of accommodation will be accepted;

86.6.3 evidence that the officer is taking all reasonable steps to secure a residence at the new location, including application to NSW Housing;

83.6.4 where the Commissioner considers that a transferred officer has refused to accept reasonable suitable accommodation, the Commissioner may discontinue the payment of an allowance under this clause. The decision to discontinue the payment of an amount may be referred by the employee or the Association to a committee consisting of two representatives of the Association and two representatives of the Commissioner. In the event of no mutual decision being arrived at by such a Committee, the matter in dispute may be referred to the Industrial Relations Commission of NSW.

84. Excess Rent Assistance

84.1 Where a transferred officer secures privately rented accommodation (e.g. a private house) at his or her new location and incurs excess rent then the transferred officer is eligible for assistance as per the table below for a period of up to a maximum of 6 months.

Officer with 2 or more dependent children	\$68 per week
Officer with 1 dependent child	\$59 per week
Officer without dependent children	\$51 per week

84.2 The formula for excess rent is as follows.

Excess rent in respect of any transferred officer means rent in excess of the officer's weekly contribution calculated as follows:

$$\text{Contribution} = \text{Substantive salary} \times \frac{(\text{Substantive salary} + 2927)}{101,840}$$

"Officer's weekly contribution" will be the "Contribution" as above multiplied by 7 and divided by 365.25.

The formula for calculating an officer's weekly contribution is based on:

- (a) 15% of the salary of a General Scale Clerk, Step 10 A&C
- (b) 20% of the salary of Clerk, min. Grade 4 A&C
- (c) 25% of the salary of Clerk, min. Grade 7 A&C

In the event of movement in the salaries for these classifications in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007, the formula will be varied as follows:

replacing the figure of 101,840 by ten times the difference between the salaries for the Step 10 of the General Scale and for the minimum of Grade 7, A&C and,

replacing the figure of 2,927 by the difference between the salary for the Step 10 of the General scale and 15% of the figure referred above.

Prior to the allowance being granted, a transferred officer must produce documentary evidence of the unsuccessful and reasonable efforts to obtain other accommodation of a reasonable standard at a lower rent. Where they are eligible for admission to Housing NSW eligibility lists, application should be made to Housing NSW and evidence of this fact submitted.

84.3 In exceptional circumstances, the Commissioner may extend excess rent payments beyond six months, including in areas where there is an acute shortage of housing of a reasonable standard, and areas experiencing extremely high rents due to conditions which are abnormal compared with those generally in New South Wales.

85. Removal Costs

- 85.1 A transferred officer will be entitled to reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location, including expenses actually and reasonably incurred by employees and their families for meals and accommodation during the course of the journey where the Commissioner is satisfied that the journey was travelled by the shortest practicable route and completed within a reasonable time. All claims will be submitted promptly.
- 85.2 Where an officer who uses a private vehicle for the purposes of official business finds it necessary to transport another private vehicle, normally used by a dependant relative maintained by the officer in the household, the cost of transporting or driving that vehicle to the officer's new location will be deemed to be part of removal costs and the officer will be allowed the option of being paid;
- 85.2.1 the cost of transportation by either rail or road transport, or
- 85.2.2 where the vehicle is driven to the new location, car allowance at the Casual rate prescribed from time to time.
- 85.3 Removal expenses allowed under this award will include the cost of insuring furniture and effects whilst in transit up to an amount of \$38,000.
- Provided that: -
- Where the insured value exceeds \$38,000, the transferred officer, in addition to providing the inventory of items to be transferred will, in order to be reimbursed for the additional excess claimed provide either: -
- 85.3.1 A current household contents policy showing the insured value and a declaration that all items included in the contents policy are being removed or stored. Where all items in the policy are not to be transferred, the claim should be reduced proportionately; or
- 85.3.2 A certificate of valuation from a registered valuer certifying the value of the furniture and effects being removed or stored.
- 85.4 Should a transferred officer refuse or fail to provide either of the above, the officer will only be allowed reimbursement up to a maximum of \$38,000.
- 85.5 Where, due to circumstances beyond the control of the transferred officer, the furniture and effects of such officer arrive late at the new location, or are moved before the officer's departure from the previous location, such officer will be reimbursed expenses for meals and accommodation properly and reasonably incurred by the officer and any dependants.

86. Storage of Furniture

Where the Commissioner is satisfied upon written application that a transferred officer is unable to secure suitable permanent accommodation at the new location and is required to store furniture while waiting to secure permanent accommodation, the Commissioner will approve the storage of removals. Where approval is given, the officer is eligible to receive the cost of storage and cartage to the store and from the store to the officer's residence. The officer will also be allowed the cost of insurance of furniture while in storage upon the same basis as prescribed in subclause 85.3. Written applications will be made in advance however, the Commissioner may accept an application that is lodged later only where circumstances beyond the officer's control prevented it, and where it is made as soon as possible thereafter.

87. Cost of Personal Transport

- 87.1 A transferred officer will be entitled to the option of the first class rail fare or reimbursement for the use of a private vehicle on the following basis:
- 87.1.1 For self and one member of the household when proceeding on leave as in paragraph 82.1.1,

87.1.2 For self and all members of the household when proceeding on leave as in paragraph 82.1.3, in so far as that paragraph refers to the commencement of duty; provided that where the members of the officer’s household do not travel on the occasion on which such leave is taken, the entitlement to costs for their personal transport will be deferred until such time as travel to take up residence at the officer’s new location occurs.

87.1.3 For self when proceeding on transfer leave for the purposes of transfer leave under subclause 82.2.

87.2 Where an officer elects to use a private vehicle such officer will be paid a car allowance at the casual rate prescribed from time to time, except in respect of travel by the officer involved in the taking up of duty at the new location in which case payment will be at the official business rate prescribed from time to time.

87.3 Car allowance paid in respect of travel under 87.1.1 will not exceed the cost of first class rail fares for the transferred officer and one member of the household; and under 87.1.3, the cost of first class rail fares for the transferred officer.

87.4 Where an overall saving to the Government would eventuate, an officer and one member of the household when proceeding on leave as in 82.1.1, will be entitled to economy class air fares in lieu of first class rail fares or reimbursement for the use of a private motor vehicle subject to the policy as laid down from time to time by the Public Service Commission for use of air travel.

88. Compensation for Depreciation and Disturbance

A transferred officer will be entitled to compensation for the accelerated depreciation of personal and/or household effects removed to a new location, occasioned by the relocation. Such entitlement will be \$1,126 where the Commissioner is satisfied that such officer has removed a substantial portion of what constitutes normal household furniture, furnishings and fittings of not less value than \$7,037; a pro rata amount being payable where the value is less than \$7,037.

89. Education of Children

89.1 Upon the production of receipts a transferred officer will be entitled to be reimbursed for accommodation expenses exceeding \$27 per week, up to a maximum of \$56 per week, for each dependent child undertaking Year 12 where the elected subjects are not available at a school in the transferred officer’s new location. The transferred officer will be required to provide a certificate from the Department of Education and Training confirming that the elected subjects are not available at the transferred officer’s new location.

89.2 Upon the production of receipts and proof of school requirements for uniform, a transferred officer will be entitled to be reimbursed for the cost of those items of essential school clothing listed hereunder that are required to be replaced or purchased as a direct result of the officer’s transfer from the former location to the new location requiring the changing of schools. A transferred officer is not entitled to be reimbursed for an item of uniform which is suitable for use at either school, but for which a child has outgrown. When an item of clothing required at the new school is not included in the basic list, the Commissioner may reimburse the transferred officer the cost of same, but will require full particulars and the circumstances surrounding the requirement to purchase including production of receipts.

MALE	
WINTER UNIFORMS	SUMMER UNIFORMS
1 Suit Coat	3 shirts
2 pairs of winter trousers	2 pairs of trousers (short)
1 tie	3 pairs of long socks
3 shirts	1 hat
1 jumper/cardigan	
3 pairs of socks	
1 pair of shoes (where there is a unique requirement)	

1 track suit/sports uniform (but not both)	
1 pair of sandshoes	
FEMALE	
WINTER UNIFORMS	SUMMER UNIFORMS
1 hat	3 blouses
1 blazer	2 tunics
2 tunics	3 pairs of stockings/socks
3 blouses	1 hat
1 tie	
3 pairs of stockings/socks	
1 pair of gloves	
1 pair of shoes (where there is a unique requirement)	
1 tracksuit/sports uniform (but not both)	
1 pair of sandshoes	
1 jumper/cardigan	

90. Conveyancing and Other Costs

90.1 A transferred officer who as a consequence of the transfer to a new location, sells a residence at the former location, and buys a residence or land upon which to erect a residence at the new location will subject to the conditions prescribed in subclause 90.2, be entitled to reimbursement of the following expenses incurred in such transactions:-

90.1.1 where a solicitor or a registered conveyancing company has been engaged to act on behalf of the officer in those transactions, the professional costs and disbursements by the solicitor or a registered conveyancing company in respect of such transactions;

90.1.2 stamp duty as per clause 91;

90.1.3 where the officer has engaged an estate agent to sell the residence at the former location, the commission paid to the estate agent in respect of such sale.

90.2 Reimbursement of expenses.

90.2.1 Reimbursement of expenses under this clause will only be made where the sale of the officer's former residence and the purchase of either a residence or land upon which to erect a residence at the new location are effected within a period commencing not earlier than six months prior to the officer's transfer and ending not more than four years after such transfer.

90.2.2 A period of residence in a police residence is not to count towards the period of four years set out in paragraph 90.2.1.

90.2.3 A transferred officer owning a residence at a former location but who has taken up rented accommodation on transfer will be regarded as covered by the award provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or a subsequent transfer, provided a period of not more than 4 years has elapsed since the officer's immediately preceding transfer.

90.2.4 Where it is not practicable for the transferred officer to purchase a residence in the new location and such officer has disposed of the former residence, such officer is not to be excluded from the award benefit when subsequently purchasing a residence in the new location on a current or subsequent transfer within the time allowed in paragraph 90.2.3 above.

90.2.5 The Commissioner will be prepared to consider individual cases where the four-year period referred to in 90.2.1, 90.2.3 and 90.2.4 has been exceeded but will require full details of why sale and/or purchase of the transferred officer's residence could not be completed in the four year period.

90.2.6 The maximum amounts which an officer may be reimbursed under this clause will be limited to the amounts which would be payable had the sale and purchase prices of the properties involved been \$520,000 in each case.

91. Refund of Stamp Duty, Registration of Transfer and Mortgage Fees

91.1 A transferred officer who as a consequence of the transfer to a new location:

91.1.1 sells a residence at the former location, and

91.1.2 buys a residence or land upon which to erect a residence at the new location, will be entitled to reimbursement of;

- (a) stamp duty paid in respect of the purchase of the residence, or the land, and a house erected on that land at the new location, and
- (b) stamp duty paid in respect of any mortgage entered into or the discharge of mortgage in connection with transactions mentioned in paragraphs 91.1.1 and 91.1.2 of this subclause;
- (c) registration fees on transfers and mortgages on the residence, or the land and a house erected on the land, on the following basis:
 - (i) where the purchase is completed and the transferred officer enters into occupation of the residence within 15 months of transfer, such officer will be eligible for the reimbursement of stamp duty in full;
 - (ii) where the occupation of the residence purchased or erected as a result of transfer is not completed within 15 months but is completed within 4 years of transfer, reimbursement of stamp duty is not to exceed the amount which would have been payable had the sale and purchase prices of the properties involved been \$520,000 in each case.

91.2 A transferred officer who as a consequence of the transfer to a new location:

91.2.1 does not sell a residence at the former location, but

91.2.2 buys a residence or land upon which to erect a residence at the new location, will be entitled to reimbursement of:

- (a) stamp duty paid in respect of the purchase of the residence or the land, and a house erected on that land at the new location,
- (b) stamp duty paid on any mortgage entered into in connection with the purchase and
- (c) registration fees on transfer and mortgages on the residence or the land and house erected on that land

provided the officer enters into occupation of the residence within 15 months of transfer to the new location.

92. Incidental Costs Upon Change of Residence

92.1 Where a transferred officer entitled to the reimbursement of conveyancing and other costs under clause 90, Conveyancing and Other Costs, of this award, purchases a residence or the land upon which to erect a residence at the new location prior to the sale of the former residence, such officer will be entitled to reimbursement for any Council or other Local Government rates levied in respect of the former residence in respect of any period during which such former residence remains untenanted, provided that the Commissioner may require the employee to furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.

- 92.2 A transferred officer will be entitled to reimbursement of any costs incurred in respect of the connection of gas and/or electricity supplies not being refundable costs and of telephone installation at the new residence, provided that the cost of telephone installation will be reimbursed only where a telephone was installed at the employee's former residence.
- 92.3 A transferred officer entitled to the reimbursement of conveyancing and other costs under clause 90, will be entitled to reimbursement of the cost of survey certificates, pest certificates and/or building society registration fees reasonably incurred in seeking financial accommodation for the purpose of purchasing a new residence or the land upon which to erect a new residence at the new location, and the fees associated with discharging the mortgage on the officer's former residence.
- 92.4 A transferred officer will be entitled to reimbursement for the fees charged by Australia Post for the re-direction of mail for the first month following the vacation of the former residence.

93. Relocation on Retirement

- 93.1 Upon retirement from the Police Force at a place other than the place of original recruitment to the Police Force, an officer will be entitled to be reimbursed the costs actually and necessarily incurred in removing personal and household effects to a location of the officer's choice, other than to a location substantially the same as the location at retirement, unless the officer is moving from a Police residence, together with the cost of insuring the same against damage in transit on the basis provided for in subclause 85.3, provided:
- 93.1.1 that the maximum amount of such reimbursement will be limited to that payable had the officer moved to the place of original recruitment to the Police Force; and
- 93.1.2 the officer's relocation is effected within the period of 12 months following date of retirement.
- 93.2 Upon the death of an officer, the provisions referred to above will apply to any claims made by the spouse of the deceased officer within a period of 12 months of the transferred officer's death provided the spouse was married to or in a bona fide common law relationship with the officer at the time of death, and the residence was the spouse's principal place of residence at the time of the death of the officer.
- 93.3 The Commissioner will be prepared to consider any claims by children or dependant relatives of the deceased officer in similar circumstances but will require full particulars as to the reasons for special consideration.

94. Existing Benefits

The circumstances under which claims for transferred officers' compensation are currently granted under existing determinations and policies will continue to apply for all purposes where not otherwise provided for or altered within this award.

SECTION 8 - AREA, INCIDENCE AND DURATION

95. Area, Incidence and Duration

- 95.1 This Award applies to all officers defined within clause 3 of this Award.
- 95.2 It will take effect on and from 1 July 2021 with the exception of the rates of pay and allowances prescribed under PART B, Monetary Rates, which will take effect from the dates specified in that Part, or where otherwise stated in the award and will remain in force until 30 June 2024.
- 95.3 This award rescinds and replaces the Crown Employees (Police Officers - 2021) Award as varied.
- This award remains in force until varied or rescinded, the period for which it was made having already expired.

95.4 Except where inconsistent with this Award the provisions of any other existing Agreement or Determination will continue to apply.

PART B

MONETARY RATES

Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries

From the beginning of the first full pay period to commence on or after 1 July 2023 – 4.03%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	73,109	81,517
Constable Level 2	75,869	84,594
Constable Level 3	78,624	87,666
Constable Level 4	81,380	90,739
Constable Level 5	82,763	92,281
Senior Constable Level 1	91,046	101,516
Senior Constable Level 2 Step 1	92,418	103,046
Senior Constable Level 2 Step 2	92,418	103,046
Senior Constable Level 3 Step 1	96,560	107,664
Senior Constable Level 3 Step 2	96,560	107,664
Senior Constable Level 3 Step 3	96,560	107,664
Senior Constable Level 4 Step 1	102,078	113,817
Senior Constable Level 4 Step 2	102,078	113,817
Senior Constable Level 5 Step 1	104,834	116,890
Senior Constable Level 5 Step 2	104,834	116,890
Senior Constable Level 6	106,211	118,425
Leading Senior Constable Level 1 Step 1	109,592	122,195
Leading Senior Constable Level 1 Step 2	109,592	122,195
Leading Senior Constable Level 2	112,447	125,378
Sergeant 1st Year	107,596	119,970
Sergeant 2nd Year	107,596	119,970
Sergeant 3rd Year	113,110	126,118
Sergeant 4th Year	113,110	126,118
Sergeant 5th Year	117,246	130,729
Sergeant 6th Year	117,246	130,729
Sergeant 7th Year	122,769	136,887
Sergeant 8th Year	122,769	136,887
Sergeant 9th Year	124,145	138,422
Senior Sergeant 1st Year	122,769	136,887
Senior Sergeant 2nd Year	122,769	136,887
Senior Sergeant 3rd Year	124,145	138,422
Senior Sergeant 4th Year	126,900	141,494
Senior Sergeant 5th Year	130,938	145,996

Table 2 - Detectives' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2023 – 4.03%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 3 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	81,380	86,326	97,848
Detective 2nd Year	82,763	87,709	99,390
Detective 3rd Year	91,046	95,992	108,625
Detective 4th Year	92,418	97,364	110,155
Detective 5th Year	96,560	101,506	114,773
Detective 6th Year	102,078	107,024	120,926
Detective 7th Year	104,834	109,780	123,999
Detective 8th Year	106,211	111,157	125,534
Detective 9th Year	109,592	114,538	129,304
Detective 10th Year	112,447	117,393	132,487
Detective Sergeant 1st Year	107,596	112,542	127,079
Detective Sergeant 2nd Year	107,596	112,542	127,079
Detective Sergeant 3rd Year	113,110	118,056	133,227
Detective Sergeant 4th Year	117,246	122,192	137,838
Detective Sergeant 5th Year	122,769	127,715	143,996
Detective Sergeant 6th Year	124,145	129,091	145,531
Detective Senior Sergeant 1st Year	122,769	127,715	143,996
Detective Senior Sergeant 2nd Year	124,145	129,091	145,531
Detective Senior Sergeant 3rd Year	126,900	131,846	148,603
Detective Senior Sergeant 4th Year	130,938	135,884	153,105

Table 3 - Police Prosecutors Salaries

From the beginning of the first full pay period to commence on or after 1 July 2023- 4.03%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	81,380	90,537	101,676
Prosecutor 2nd Year	82,763	91,920	103,218
Prosecutor 3rd Year	91,046	100,203	112,453
Prosecutor 4th Year	92,418	101,575	113,983
Prosecutor 5th Year	96,560	105,717	118,601
Prosecutor 6th Year	102,078	111,235	124,754
Prosecutor 7th Year	104,834	113,991	127,827
Prosecutor 8th Year	106,211	115,368	129,362
Prosecutor 9th Year	109,592	118,749	133,132
Prosecutor 10th Year	112,447	121,604	136,315

Prosecutor Sergeant 1st Year	107,596	116,753	130,907
Prosecutor Sergeant 2nd Year	107,596	116,753	130,907
Prosecutor Sergeant 3rd Year	113,110	122,267	137,055
Prosecutor Sergeant 4th Year	117,246	126,403	141,666
Prosecutor Sergeant 5th Year	122,769	131,926	147,824
Prosecutor Sergeant 6th Year	124,145	133,302	149,359
Prosecutor Senior Sergeant 1st Year	122,769	131,926	147,824
Prosecutor Senior Sergeant 2nd Year	124,145	133,302	149,359
Prosecutor Senior Sergeant 3rd Year	126,900	136,057	152,431
Prosecutor Senior Sergeant 4th Year	130,938	140,095	156,933

Table 4 - Commissioned Officers' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2023 – 4.03%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	153,395
Inspector 2nd Year	161,198
Inspector 3rd Year	171,921
Inspector 4th Year	177,517
Inspector 5th Year	180,208
Inspector 6th Year	184,400
Inspector 7th Year	191,382
Inspector 8th Year	194,185
Superintendent 1st Year	208,961
Superintendent 2nd Year	216,650
Superintendent 3rd Year	219,444
Superintendent 4th Year	222,239
Superintendent 5th Year	225,502
Superintendent 6th Year	229,229
Superintendent 7th Year	232,027
Superintendent 8th Year	238,439

Table 5 - Travelling Allowance and Motor Vehicle Allowances**Effective 1 July 2022**

Item 1

Capital Cities	Per Day \$
Adelaide	299.15
Brisbane	317.15
Canberra	310.15
Darwin	362.15
Hobart	289.15
Melbourne	315.15
Perth	322.15
Sydney	340.15
High cost country centres	Per day \$
Albany (WA)	321.15

Alice Springs (NT)	292.15
Armidale (NSW)	289.15
Ballarat (VIC)	301.15
Bathurst (NSW)	283.15
Bega (NSW)	287.15
Benalla (VIC)	285.15
Bendigo (VIC)	282.15
Bordertown (SA)	291.15
Bourke (NSW)	307.15
Bright (VIC)	309.15
Broken Hill (NSW)	294.15
Broome (WA)	362.15
Bunbury (WA)	299.15
Bundaberg (QLD)	289.15
Burnie (TAS)	306.15
Cairns (QLD)	305.15
Carnarvon (WA)	298.15
Castlemaine (VIC)	288.15
Chinchilla (QLD)	285.15
Christmas Island (WA)	340.15
Cobar (NSW)	286.15
Cocos (Keeling) Islands (WA)	473.15
Coffs Harbour (NSW)	290.15
Colac (VIC)	280.15
Dalby (QLD)	319.15
Dampier (WA)	317.15
Derby (WA)	312.15
Devonport (TAS)	300.15
Dubbo (NSW)	290.15
Emerald (QLD)	298.15
Esperance (WA)	304.15
Exmouth (WA)	332.15
Geelong (VIC)	291.15
Geraldton (WA)	307.15
Gladstone (QLD)	297.15
Gold Coast (QLD)	351.15
Gosford (NSW)	287.15
Griffith (NSW)	280.15
Halls Creek (WA)	312.15
Hervey Bay (QLD)	299.15
Horn Island (QLD)	437.15
Horsham (VIC)	296.15
Jabiru (NT)	358.15
Kalgoorlie (WA)	314.15
Karratha (WA)	357.15
Katherine (NT)	304.15
Kununurra (WA)	346.15
Launceston (TAS)	285.15
Lismore (NSW)	286.15
Mackay (QLD)	303.15
Maitland (NSW)	305.15
Mount Gambier (SA)	284.15
Mount Isa (QLD)	310.15
Mudgee (NSW)	306.15
Muswellbrook (NSW)	299.15
Newcastle (NSW)	327.15
Newman (WA)	381.15

Nhulunbuy (NT)	372.15
Norfolk Island (NSW)	332.15
Northam (WA)	331.15
Nowra (NSW)	289.15
Orange (NSW)	318.15
Port Hedland (WA)	317.15
Port Lincoln (SA)	312.15
Port Macquarie (NSW)	312.15
Port Pirie (SA)	292.15
Queanbeyan (NSW)	281.15
Queenstown (TAS)	278.15
Rockhampton (QLD)	281.15
Roma (QLD)	288.15
Shepparton (VIC)	292.15
Swan Hill (VIC)	296.15
Tennant Creek (NT)	288.15
Toowoomba (QLD)	286.15
Thursday Island (QLD)	400.15
Townsville (QLD)	285.15
Wagga Wagga (NSW)	296.15
Wangaratta (VIC)	300.15
Weipa (QLD)	332.15
Whyalla (SA)	287.15
Wilpena-Pound (SA)	335.15
Wollongong (NSW)	300.15
Wonthaggi (VIC)	302.15
Yulara (NT)	582.15
Tier 2 Country Centres	Per day \$
Albury (NSW)	265.45
Ararat (VIC)	265.45
Ayr (QLD)	265.45
Bairnsdale (VIC)	265.45
Ceduna (SA)	265.45
Charters Towers (QLD)	265.45
Cooma (NSW)	265.45
Cowra (NSW)	265.45
Echuca (VIC)	265.45
Goulburn (NSW)	265.45
Grafton (NSW)	265.45
Gunnedah (NSW)	265.45
Hamilton (VIC)	265.45
Innisfail (QLD)	265.45
Inverell (NSW)	265.45
Kadina (SA)	265.45
Kingaroy (QLD)	265.45
Maryborough (QLD)	265.45
Mildura (VIC)	265.45
Naracoorte (SA)	265.45
Nambour (QLD)	265.45
Narrabri (NSW)	265.45
Port Augusta (SA)	265.45
Portland (VIC)	265.45
Renmark (SA)	265.45

Sale (VIC)	265.45
Seymour (VIC)	265.45
Tamworth (NSW)	265.45
Taree (NSW)	265.45
Tumut (NSW)	265.45
Taree (NSW)	265.45
Tumut (NSW)	265.45
Warrnambool (VIC)	265.45
Wodonga (VIC)	265.45
Other Country centres	249.45

Item 2

Incidental expenses allowance - when claiming actual expenses - all locations \$21.30

Item 3

Meal allowances - when claiming actual expenses on overnight stays

Capital cities and high cost country centres

	\$
Breakfast	29.90
Lunch	33.65
Dinner	57.30

Tier 2 and other country centres

Breakfast	26.80
Lunch	30.60
Dinner	52.75

Item 4

Use of Private Motor Vehicle Cents per kilometre
\$

Official Business	78.00
Casual Rate	31.20
Motor Cycle Allowance (50% of the official business rate)	39.00

Table 6 - Remote Areas - Living Allowance

Item 1

With Dependents Per Annum
\$

Grade A	2,271
Grade B	3,013
Grade C	4,023

Item 2

Without Dependents Per Annum
\$

Grade A	1,586
Grade B	2,041
Grade C	2,818

Table 7 - Detectives' Special Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 October 2021 – 2.04%	2,028
From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%	2,079
From the beginning of the first full pay period to commence on or after 1 July 2023 - 3.03%	2,163

Table 8 - Prosecutors' Special Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 October 2021 – 2.04%	1,668
From the beginning of the first full pay period to commence on or after 1 July 2022 – 2.53%	1,711
From the beginning of the first full pay period to commence on or after 1 July 2023 - 3.03%	1,780

Table 9 - Special Duties Allowances (Non-Commissioned Officers)

From the beginning of the first full pay period to commence on or after 1 July 2023 - 4.03%

Grade 1 Six months following permanent appointment	1,411
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,113 2,465 2,814
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	3,526 4,228 4,946
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	5,986 7,396 9,157

Table 10 - Forensic Services Group Expert Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 October 2021 - 2.04%	19,192
From the beginning of the first full pay period to commence on or after 1 July 2022 – 2.53%	19,678
From the beginning of the first full pay period to commence on or after 1 July 2023 - 3.03%	20,471

Table 11 - Professional/Academic Qualification Allowance (Constable or Senior Constable)

Commencing from the first full pay period to begin on or after 1 January 2003

Professional/Academic Qualification	Per Annum \$
Diploma in Criminology	398
Bachelor or Law Degree and Other relevant approved Degrees or Associate Diplomas or Associate Diploma in Justice Administration	792

With effect from 1 January 2002:

Vocationally relevant degrees as defined in subclause 45.3, Professional Academic Qualifications Allowances.	792
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Table 12 - On-Call Allowances (Non-Commissioned Officers)

From the beginning of the first full pay period to commence on or after 1 October 2021 - 2.04%

	\$
Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	23.34
Where the period advised to be on call is 24 hours, for each such period the rate is;	34.97
Vehicle Care as defined in 48.2	11.63

From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%

Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	23.01
Where the period advised to be on call is 24 hours, for each such period the rate is;	34.47
Vehicle Care as defined in 48.2	11.46

From the beginning of the first full pay period to commence on or after 1 July 2023- 3.03%

Where the period advised to be on call is between 2 ordinary shifts or less than for each such period the rate is;	23.12
24 hours, Where the period advised to be on call is 24 hours, for each such period the rate is;	34.64
Vehicle Care as defined in 48.2	11.52

Where a period on call exceeds 24 hours or multiples thereof, the appropriate allowance will be paid for each period of 24 hours together with the appropriate allowance for a period less than 24 hours.

Table 13 - Meal Allowances (Non-Commissioned Officers)

Where a Non-Commissioned Officers incur an expense in purchasing a meal;

when they have worked more than one half hour beyond the completion of a rostered shift or

where they have performed duty at a place where no reasonable meal facilities were available for partaking of a meal or

where they are performing escort duty and cannot carry a meal;

will be paid the appropriate meal allowance in accordance with the following table;

	\$
Breakfast	33.25
Lunch	33.25
Dinner	33.25
Supper	12.40

Table 14 - Stocking Allowance (Non-Commissioned Officers)

	Maximum Per Annum \$
Stocking Allowance	121.00

Table 15 - Plain Clothes Allowances (Non-Commissioned Officers)

Non-Commissioned Officers required to perform duty in plain clothes will be paid the following allowances in accordance with the provisions of clause 65 - Provision of Uniform lieu of the provision of uniform. (Note: Non-Commissioned Officers paid as Detectives under clause 38 Salaries (Detectives) or as Police Prosecutors under clause 39, Salaries (Police Prosecutors) will not be entitled to a Plain Clothes Allowance).

	Per Annum \$
Non-Commissioned Officers required to perform duty in snow climate areas as specified in paragraph 65.6 - Provision of Uniform	1,467.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 2) as specified in paragraph 65.5 - Provision of Uniform	1,404.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 1) as specified in paragraph 65.4 - Provision of Uniform	1,372.00
All other Non-Commissioned officers.	1,259.00

Table 16 - Special Operations Allowance

	Effective 1 July 2022
Senior Constable Level 3 (loaded hourly rate)	52.20
Incidental Allowance	21.30
Operations Allowance	10.00
Total	83.50

	Effective 1 July 2023
Senior Constable Level 3 (loaded hourly rate)	54.30
Incidental Allowance	21.30
Operations Allowance	10.00
Total	85.60

Table 17 - Tactical Operations Unit Allowance**Level 1 - Certified Level 1 TOU Operative**

	Per Annum \$
On the attainment of Module 1 from the beginning of the first full pay period on or after 1 October 2021 - 2.04%	6,545
On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2022 – 2.53%	6,711
On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2023 - 3.03%	6,981

Level 2 - Certified Level 2 TOU OperativePer Annum
\$

On the attainment of Module 2 from the beginning of the first full pay period on or after 1 October 2021 – 2.04%	13,090
On the attainment of Module 2 from the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%	13,442
On the attainment of Module 2 from the beginning of the first full pay period to commence on or after 1 July 2023 - 3.03 %	13,962

Level 3 - Certified Level 3 TOU Operative/Experienced Operative

Note: The Level 3 allowance is payable upon Completion of module 3 training, or upon 3 years service (refer definition of service in subclause 64.12) in the Tactical Operations Unit having completed module 2, whichever occurs first. If module 3 training has not been completed at the time that payment of the allowance commences, the module 3 training must be completed within 2 years of the allowance commencing to continue to receive payment of the allowance. Should module 3 training not be completed within the 2 year period, and the organisation has made training for the module available, payment of the module 3 allowance will cease and the Officer will revert to receiving a Level 2 allowance.

Per Annum
\$

From the beginning of the first full pay period on or after 1 October 2021 – 2.04%	16,362
From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.5.3%	16,776
From the beginning of the first full pay period to commence on or after 1 July 2023- 3.03%	17,452

SCHEDULE 1**Crown Employees (Police Officers - 2009) Award - History**

Date Published	Volume	Publication No.	Description
26 February 2010	369	C7350	Award
25 June 2010	370	C7460	Variation
29 October 2010	370	C7504	Variation
31 December 2010	370	C7527	Correction
18 November 2011	371	C7688	Variation
29 June 2012	372	C7707	Variation
7 December 2012	375	C8035	Variation

Crown Employees (Police Officers - 2013) Award - History

Date Published	Volume	Publication No.	Description
16 August 2013	375	C8069	Award
28 February 2014	375	C8163	Variation

Crown Employees (Police Officers - 2014) Award - History

Date Published	Volume	Publication No.	Description
22 August 2014	376	C8235	Award
8 May 2015	377	C8349	Variation
15 April 2016	379	C8524	Variation

Crown Employees (Police Officers - 2017) award - History

Date Published	Volume	Publication No.	Description
6 April 2018	382	C8754	Award

22 May 2020	388	C9058	Variation
16 July 2021	389	C9266	Variation

Crown Employees (Police Officers - 2021) award - History

Date Published	Volume	Publication No.	Description
3 December 2021	391	C9343	Award
20 March 2023	393	C9608	Variation
24 March 2023	393	C9616	Variation

E. ROBINSON, *Industrial Registrar*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

E. ROBINSON, *Industrial Registrar*

Schedule of Variation Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9751	20 October 2023	1 July 2023	395	592

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
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2.	Monetary Rates
3.	Definitions
4.	Contract of Employment
5.	Hours
6.	Rostered Days Off Duty
7.	Rates of Pay
8.	Enterprise Consultation
9.	Additional Rates
10.	Shift Allowances
11.	Saturday and Sunday Work During Ordinary Hours
12.	Payment of Wages
13.	General Conditions
14.	Travelling Time and Expenses
15.	Outside Duties
16.	Lifting of Weights
17.	Sunday Work
18.	Overtime
19.	Call Back
20.	Mixed Functions
21.	Sick Leave/Personal Carer's Leave
22.	Public Holidays
23.	Recreation Leave
24.	Family and Community Services/Personal Carer's Leave

25. Parental Leave
26. Extended Leave/Long Service Leave
27. Other Forms of Leave
28. Anti-Discrimination
29. Dispute Resolution
30. Non-Reduction of Existing Wages
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32. Deduction of Union Membership Fees
33. No Extra Claims
34. Area, Incidence and Duration

PART B

2. Monetary Rates

Table 1 - Rates of Pay

Table 2 - Allowances

3. Definitions

Act means the *Government Sector Employment Act 2013*.

Afternoon Shift means any shift finishing after 6.00 p.m. and at or before midnight.

Broken Shifts means the working of two or more shifts per day by an employee within the ordinary hours as specified in subclause (iii) of clause (5), Hours.

Casual Employee means an employee engaged and paid as such and who may be employed for a period of not more than ten (10) consecutive working days for each engagement but shall not include an employee required to work a constant number of ordinary hours each week.

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

Day means the period from midnight to midnight.

Head means as defined in the Act in respect of a Public Service agency.

Early Morning Shift means any shift commencing at or after 5.00 a.m. and before 6.30 a.m.

General Services Officer Grade 1 - An employee engaged as a General Service Officer Grade 1 may be required to carry out a range of duties, which may include:

Making and/or serving morning or afternoon teas or lunches or other meals including washing up and other duties in connection with such work. In addition, they may undertake a range of routine tasks under close supervision with set instructions, including basic clerical functions.

General Services Officer Grade 2 - An employee engaged as a General Service Officer Grade 2 may be required to carry out a range of duties, which may include:

Cleaning work of any description or the bringing into or maintaining of premises in a clean condition in Government offices, courthouses, police stations, technical colleges and other Government establishments.

General Services Officer Grade 3 - An employee engaged as a General Service Officer Grade 3 may be required to carry out a range of duties which may include but not be limited to any of the following:

- (a) Pick up and delivery of parcels, goods and furniture

- (b) General maintenance of departmental cars and parking areas
- (c) Furniture removal and storage
- (d) Driving of departmental motor vehicles as required including loading and unloading
- (e) Relief security duties
- (f) or clerical functions as required
- (g) or cleaning and gardening as required
- (h) Other duties as required
- (i) Routine or minor maintenance of such a nature so as not to require a qualified tradesperson

Part-Time Employee means an employee engaged by the week but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees.

Night Shift means any shift finishing subsequent to midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.00 a.m.

Security Officer - Grade 1

Means a person employed in one or more of the following capacities:

- (a) to watch, guard or protect persons and/or premises and/or property,
- (b) to respond to basic fire/security alarms at their designated site,
- (c) to monitor a single closed circuit television unit recording from a stationary camera,
- (d) as an employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property and including vehicles carrying loads of any description. This is to ensure that the quantity and description of such goods accords with the requirements of the relevant document and/or gate pass. The employee may also have other duties to perform, including as an area or door attendant or commissionaire in a commercial building;

A security officer Grade 1 may perform incidental duties that need not be of a security nature.

Security Officer - Grade 2

Means a person who is employed as one of the following:

- (a) A mobile patrol officer. This means an employee who is required to patrol two or more premises in a vehicle. It also includes a security officer who, in order to perform his/her designated duties is required, as an integral part of those duties, to use a motor vehicle, or
- (b) A security officer who, as part of the shift or duty is required to monitor and act upon intrusion, detection equipment or access control equipment terminating in a televised display or computerised print-out;

A security officer Grade 2 may perform incidental duties which need not be of a security nature.

- (c) A caretaker whose presence is required for the protection, good order or convenient use of premises, and/or the cleanliness or upkeep of such, including routine or minor maintenance, but the work is not of a nature that requires a qualified tradesperson. A caretaker may also be required to receive and distribute stores.

Security Officer - Grade 3

Means a person employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties -

Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind; co-ordinating, checking or recording the activities of mobile patrol officers and static security officers; operating or monitoring any medium of verbal communication; or

A person, who in addition to performing the duties defined in Grade 2(b), monitors or acts upon integrated intelligent building management systems terminating at a visual display unit or computerised print-out that has the capacity for and requires data input from the security officer.

Seven Day Shift Worker: for purposes of this award, a seven day shift worker means an employee whose ordinary working period includes Saturdays, Sundays and/or Public Holidays on which the employee may be regularly rostered for work.

Union means the United Workers Union.

Weekly Employee means an employee engaged and paid by the week or fortnight, as the case may be.

4. Contract of Employment

- (i) Employees under this award shall be engaged either as weekly employees, part-time employees, or casual employees.
- (ii) An employer may direct an employee covered by this award to carry out such duties as are within the limits of the employee's skill, competence and training.
- (iii) The employer shall clearly display at some place accessible to the employees, the commencing and ceasing time of ordinary hours of work. One week's notice must be given for any change to such hours, otherwise payment of overtime is incurred. Less than one week's notice may be given by mutual agreement between the employer and the employee.
- (iv) The employment of any employee other than a casual employee shall be terminated only by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof.
- (v) The employment of a resident Security Officer Grade 2b or 2c (as defined) engaged by the week shall only be terminated by three weeks' notice or by the payment or forfeiture, as the case may be, of three week's wages in lieu thereof.
- (vi) The employment of a casual employee may be terminated by one hour's notice.
- (vii) Notwithstanding the foregoing provisions, the employer may dismiss an employee at any time for misconduct or serious misconduct and then shall be liable for payment only up to the time of dismissal.
- (viii) Termination of employment by an employer shall not be harsh, unjust, or unreasonable.

For the purposes of this clause termination of employment shall include terminations with or without notice.

Termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute harsh, unjust, or unreasonable termination of employment. This definition, without limiting the above, applies except where a distinction, exclusion, or preference is based on the inherent requirements of a particular position.

- (ix) On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer, stating the period of employment and when the employment terminated.
- (x) On the termination of employment an employee shall return to the employer all uniforms, identity cards, vehicles, keys and all other items issued to employees.
- (xi) Mechanisation and Technological Changes - Three months' notice of termination of employment must be given to an employee who has been employed for at least twelve months and has had their services terminated on account of the introduction, or proposed introduction, by an employer of mechanisation or technological changes in the industry in which the employer is engaged. This applies notwithstanding the provisions of subclauses (iii) and (iv).
- (xii) If there is a failure to give such notice in full:
 - (a) the employee shall be paid at the rate specified for the employee's ordinary classification set out in Part B, Table 1 of this award, for a period equal to the difference between three months and the period of the notice given; and
 - (b) the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, *Government Sector Employment Act 2013* or any Act, amending or replacing any of those Acts. The right of the employer summarily to dismiss an employee for the reasons specified in subclause (vi), of this clause, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employment.

An employer who gives an employee notice of the termination of employment on grounds as set out in subclause (xi), must within fourteen days thereafter, give notification of the fact in writing to the Industrial Registrar, and the Secretary of United Workers Union New South Wales Branch. The employer must state the employee's name, address and usual occupation and the date when the employment terminated in accordance with the notice given.

5. Hours

- (i) Security Officers: (Other than Caretakers)
 - (a) Subject to the provisions of clause 6, Rostered Days Off Duty, ordinary hours of Security Officers shall not exceed one hundred and fifty-two in each roster period of twenty consecutive days. Such hours shall be worked in not more than twenty shifts in each roster period. The shifts shall not be more than eight consecutive hours in duration and only one shift shall be worked in any period of twenty-four hours.
 - (b) Except in the case of change of shifts, notice of which has been given in accordance with subclause (iii), of clause 4, Contract of Employment, of this award, not more than six consecutive shifts in any period of seven consecutive days shall be worked without the payment of overtime.
 - (c) The arrangement of working hours, as set out herein may be altered by agreement between the employer and the union.
 - (d) In all cases shifts shall be continuous and time shall start from the commencement of the shift.

- (e) After four hours and no later than five hours from the commencement of each shift, a crib time of not less than thirty minutes shall be allowed, where it is reasonably practicable to do so. Time allowed as crib time will be regarded as time worked and shall be paid for as such.

(ii) Caretakers:

- (a) The ordinary working hours, exclusive of meal breaks, shall be an average of 38 per week. The hours shall be worked in shifts of no more than 8 hours duration from Monday to Friday inclusive.

In establishments operating Monday to Sunday the ordinary working hours shall be an average of 38 per week. The hours shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive.

- (b) The employer shall fix the time for working such hours on such days in one, two or three shifts.

(iii) General Service Officers Grade 2 & 3, (Cleaners and Basement Attendants)

The ordinary working hours, exclusive of meal breaks, shall not exceed an average of thirty-eight per week. Such hours shall be worked as follows -

- (a) Day Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday, inclusive. These hours shall be worked on each day in one or two shifts of not more than eight hours total duration. An employee may commence thirty minutes earlier than the normal starting time or the ceasing time may be extended by thirty minutes. This thirty minutes may be divided between the starting and ceasing time if mutually agreed to by the employer and the employee.
- (b) Afternoon Shift Workers: Between 4.00 p.m. and 12 midnight, Monday to Friday, inclusive, to be worked in one shift of no more than eight hours daily.
- (c) Early Morning Shift Workers: Between 5.00 a.m. and 2.00 p.m., Monday to Friday, inclusive, to be worked in one shift daily of no more than eight hours' duration.
- (d) Broken Shift Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday inclusive, to be worked in two shifts daily, subject to the provisions of subclause (a) with respect to alterations in starting and ceasing times.
- (e) Night Shift Workers: Five shifts of not more than eight hours each, between 10.00 p.m. on Sundays and 6.30 a.m. on the succeeding day (Sunday to Friday) or five shifts of not more than eight hours between 6.00 p.m. and 6.30 a.m. on each day, Monday to Saturday, inclusive.
- (f) In establishments operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week which shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive. This is subject to the provisions of paragraphs (a), (b), (c),(d) and (e) of this subclause.

(iv) General Services Officer Grade 1

The ordinary working hours, exclusive of meal times, shall not exceed an average of thirty-eight per week or eight per day. Such hours shall be worked in one or two shifts per day between 7.00 a.m. and 6.00 p.m. Monday to Friday inclusive.

In establishments operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week, which shall be worked in one or two shifts per day between 7 a.m. and 6 p.m. from Monday to Sunday inclusive.

(v) Casual Employees

For casual employees the ordinary working hours shall not exceed eight hours on any day or night or shift without the payment of overtime.

(vi) Meal Breaks: (Other than Security Officers)

A meal break of not less than thirty minutes and not more than one hour shall be allowed for a meal. An employee shall not be required to work for more than five hours without a meal break. The provisions of this subclause shall also apply to Caretakers (Security Officer Grade 2).

6. Rostered Days Off Duty

(i) Four-Week Work Cycle - Accrual Provisions:

(a) Shiftworkers - Weekly Employees

Employees on shift work shall accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift during every shift cycle. This shift shall be paid for at the appropriate shift rate as prescribed by clause 10, Shift Allowances, of this award.

(b) Dayworkers - Weekly Employees

The ordinary working hours shall be worked as a twenty-day four-week cycle, Monday to Friday inclusive. The cycle consists of nineteen working days of eight hours each, with 0.4 of one hour on each day worked accruing as an entitlement to take the twentieth day in each cycle as a day off paid for as though worked.

(c) Part-Time Employees

Accrual of rostered day off credits for part-time employees may be accounted for in the calculation of the part-time rates. The rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days actually taken as provided in subclause (iii) of this clause.

(ii) Accrual and Paid Leave:

Each day of paid leave taken (excluding long service/extended leave and workers' compensation/accident leave) and leave without pay during periods of closedowns occurring during any cycle of four weeks, shall be regarded as a day worked for accrual provisions.

(iii) Rostering - Four Week Cycle:

(a) Rostered days off shall be scheduled by mutual agreement between employees and the employer. This does not preclude an individual employee with the employer's agreement, substituting another day for their rostered day off.

(b) Except as provided by paragraph (c) of this subclause, at least four weeks notice shall be given to an employee of the weekday he/she is to be rostered off duty.

(c) In the case of a breakdown of machinery or to meet the requirements of the establishment, the employer may, with the agreement of the majority of employees concerned, substitute another day for the employee's rostered day off.

(d) Under normal conditions, employees on a rostered day off that coincides with a pay day will be paid no later than the working day immediately following pay day.

(e) Rostered days off may accumulate and in the case of school/college locations may be scheduled during vacation periods to suit the needs of the employer. Dates for the taking of such accumulated leave shall be agreed between the employer and the employee.

(iv) Rostered Day Off Falling on a Public Holiday:

In the event of an employee's rostered day off falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. In the absence of agreement, the substituted day shall be determined by the employer.

(v) Work on Rostered Day Off Duty:

Subject to subclause (iii), Rostering - Four Week Cycle, of this clause, any employee required to work on their rostered day off shall only be paid in accordance with the provisions of clause 18, Overtime, of this Award.

(vi) Sick Leave and Rostered Days Off:

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

7. Rates of Pay

Rates of pay and allowances for classifications covered by this Award are provided for by the Crown Employees Wages Staff (Rates of Pay) Award 2021 or any instrument replacing such.

(i) Weekly Employees - A weekly employee shall be paid according to the rate for the classification as set out in Table 1 of Part B of the Award.

(ii) Part-Time Employees -

General Services Officer Grade 2 (Cleaners)

(a) Part-time employees shall be paid at an hourly rate as set out in Table 1 of Part B for all ordinary time worked and for all paid leave.

(b) The part-time rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days as provided for in paragraph (c) of subclause (i) of clause 6, Rostered Days Off Duty.

(c) The hourly rate prescribed by paragraph (a) of this subclause will be adjusted by the percentage movements in the weekly rate for a General Services Officer Grade 2 in subclause (i).

All Other Part Time Employees:

(a) For each hour worked during ordinary time, part time employees shall be paid the hourly equivalent of the appropriate weekly rate of pay prescribed by subclause (i) of this clause plus an additional amount of ten per cent.

(b) The hourly equivalent for the purposes of this subclause shall be based on 38 hours where a part-time employee is not accruing credits towards rostered days off but is paid only for hours worked.

(c) The hourly equivalent for the purposes of this subclause shall be based on 40 hours where a part-time employee is accruing credit for time worked towards rostered days off as provided for in paragraph (c) of subclause (i) of clause 6, Rostered Days Off Duty.

A minimum payment of three hours shall be made for each start. Part-time cleaners in small locations may be engaged on two hours per start where the total assessed cleaning area is 500

square metres or more, and no less than one hour per shift where the total assessed cleaning area is less than 500 square metres.

- (iii) Casual Employees:
 - (a) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly wage prescribed by this award for the class of work performed, plus 15 per cent.
 - (b) A minimum payment of four hours shall be made for each start in the case of security officers and three hours for each start in the case of all other employees.
- (iv) The hourly rates of pay prescribed in subclause (ii) and (iii) of this clause, shall be calculated to the nearest whole cent.

8. Enterprise Consultation

Enterprises covered by this award shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

9. Additional Rates

- (i) Leading Hands Allowance:

Employees placed in charge of other employees shall be paid a weekly amount as set out in Item 1 of Table 2 in addition to their ordinary wages.
- (ii) Qualification Allowance:

An employee acting as a leading hand or a caretaker who has successfully completed a Cleaning Supervisors' Course or a course deemed by the employer to be of equivalent qualification, shall be paid an additional weekly amount as set out in Item 2 of Table 2. This amount shall be part of the ordinary rate of pay for all award purposes.
- (iii) First Aid Allowance:

An employee who is a qualified first-aid attendant and is employed to carry out the duties of a qualified first-aid attendant shall be paid an additional weekly amount as set out in Item 3 of Table 2.
- (iv) Boiler Attendant's Certificate

An employee required to hold a Boiler Attendant's Certificate shall be paid a weekly allowance as set out in Item 4 of Table 2 in addition to the ordinary rate of pay.
- (v) Refrigeration Driver's Certificate

An employee required to hold a Refrigeration Driver's Certificate of competency, 1st or 2nd Class (Air Conditioning) shall be paid a weekly allowance as set out in Item 5 of Table 2 in addition to the ordinary rate of pay.
- (vi) Contingency Allowance:

Employees engaged on any or all of the following duties

 - (a) refuse disposal and/or sorting for incinerators and furnaces,
 - (b) cleaning of ablution facilities,
 - (c) clearing of minor plumbing blockages,

(d) receiving appropriate stores or minor repair of non-electrical equipment,

shall be paid a weekly allowance as set out in Item 6 of Table 2.

(vii) Toilet Allowance:

An employee required to work in toilets, on outside steps, outside marble or outside brass or required to scrub marble, terrazzo, rubber floor corridors or stairs which necessitate the employee kneeling shall be paid an additional weekly amount as set out in Item 7 of Table 2.

The cleaning of single sex toilets may be undertaken by both male and female cleaners as long as appropriate steps are taken to ensure that the toilets are not in use at the time of cleaning. Appropriate warning signs are to be supplied by the employer.

The toilet allowance is not applicable for an employee receiving the contingency allowance set out in Item 6 of Table 2.

(viii) Multi-Purpose Machines Allowance:

Employees required to use multi-purpose machines, mobile sweeping machine and other similar mechanical equipment or operate fork lifts shall whilst so employed be paid an additional amount per shift or part thereof as set out in Item 8 of Table 2.

NOTE: A multi-purpose machine is one that performs three or more functions.

(ix) Furniture Removal Allowance:

Cleaners required to be engaged in furniture removal for more than three hours on any day or shift shall be paid an additional allowance per shift as set out in Item 9 of Table 2.

(x) Torches:

Where an employee is required to carry a torch, it shall be provided and maintained in full working order by the employer. Employees providing their own torches shall be paid an allowance per shift as set out in Item 10 of Table 2 to cover the replacement of torch globes and batteries.

(xi) Laundry Allowance:

Overalls and coveralls and any uniform where supplied or required to be worn by the employee shall be laundered or dry-cleaned at the employer's expense. In lieu of this, a laundry allowance as set out in Item 11 of Table 2 may be paid for each ordinary shift worked. In the case of security officers this subclause shall apply to shifts worked in accordance with the provisions of clause 5 (i)(b), Hours of this Award.

(xii) Locomotion Allowance:

An employee required by the employer to use a motor cycle or other motor vehicle shall have such vehicle supplied and maintained by the employer. If the employee uses his/her own vehicle they shall be reimbursed each week for each shift worked at the rate set out in Item 12 of Table 2. The employer shall reimburse the employee for the cost of fuel used on the employer's business. In the case of an employee providing a bicycle for use in the employer's business the payment shall be as set out in Item 14 of Table 2 for each shift worked.

The locomotion allowance shall only be paid where the use of a motor vehicle etc. is essential to the performance of an employee's main function.

The locomotion allowance does not apply to caretakers, who are eligible to receive allowances in accordance with Item 13 of Table 2. An employee receiving the locomotion allowance is not eligible to also receive a motor vehicle allowance as set out in Item 13.

(xiii) Motor Vehicle Allowances:

- (a) Employees authorised to use a private motor vehicle in the performance of their duties where no public transport is available, or where the use of public transport is not appropriate for the particular duty concerned, shall be paid additional rates as set out in Item 13 of Table 2.
- (b) The rates contained in paragraph (a) are based on and shall move in accordance with the "Official Business Rate" payable under the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied, or any variation or replacement award.
- (c) Where public transport is available employees may use such transport for approved travel and be reimbursed with the costs incurred.
- (d) Employees may elect to use a private motor vehicle (where the use of such is so authorised) and be paid additional rates as set out in Item 13 of Table 2 up to the cost of the available public transport.
- (e) An employee receiving a motor vehicle allowance pursuant to this subclause shall not also receive a locomotion allowance under Item 12 of Table 2.

10. Shift Allowances

- (i) The following additional allowances for shift work shall be paid to employees other than Caretakers in respect of work performed during ordinary hours of shift as defined in clause 3, Definitions, of this award:

	Percentage
Early Morning Shift	10%
Afternoon Shift	15%
Night Shift, rotating with day or afternoon shift	17.5%
Night Shift, non-rotating	30%

- (ii) Caretakers:

The following additional allowances shall be paid per hour:

Between the hours of 9.00 p.m. and midnight -	15%
Between the hours of midnight and 6.00 a.m. -	30%

- (iii) Broken Shifts

- (a) Employees working broken shifts shall be paid an additional daily amount as set out in Item 15 of Table 2 of Part B, of the Award for each day so worked.
- (b) Employees working broken shifts shall also be paid a weekly excess fares allowance as set out in Item 15 of Table 2 of Part B, of the Award.

NOTE: An employee receiving broken shift allowance under the provisions of this subclause shall not receive the allowances provided for under subclause (i) and (ii) of this clause.

11. Saturday and Sunday Work During Ordinary Hours

- (i) Employees required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:

Saturday Work	time and one-half
Sunday Work	double time

- (ii) The allowances prescribed in this clause shall be in substitution for and not cumulative upon, the shift work allowances prescribed in clause 10, Shift Allowances, of this award.
- (iii) For the purpose of this clause, the rates prescribed shall apply in respect of ordinary hours of work only and shall apply to all employees including casual employees.

12. Payment of Wages

- (i) All wages shall be paid fortnightly by electronic funds transfer on a Thursday as determined by the employer, and not more than forty-eight hours from the time when such wages become due.
- (ii) Wages may be paid into an employee's bank or other account as specified by the employee. The employer shall specify the day upon which wages shall be paid into such account.
- (iii) An employee kept waiting for wages on a payday shall be deemed to be working during the time kept waiting. When wages are not paid into the employee's bank or other account on the due date, the employee must notify the employer of such. The employer must make every endeavour within two full working days to ensure the appropriate credit is paid into the nominated account, or that the issuing of a cheque for the appropriate amount is undertaken. This provision will not apply where circumstances preventing payment of wages in such a manner is beyond the employer's control.
- (iv) If payment is not made by the end of the two-day period, the employee is entitled to payment at overtime rates for performance of the next full day's work. The provisions set out in subclauses (i) to (iv) do not apply to periods of employment that are less than one full pay period.
- (v) Casual employees shall be paid within one hour of termination of employment. Wages may in some circumstances be paid by cheque.

13. General Conditions

- (i) Security Officers - All Grades
 - (a) Security Licence: A Security Officer required to hold a Class 1 or Class 2 Security Licence pursuant to the provisions of the *Security Industry Act 1997* shall have the cost of such licence reimbursed by the employer. Reimbursement will be made on completion of each twelve months or five years' service, whichever applies to the term of the licence held.

- (b) Training:

All full-time Security Officers who during their current employment are required to undertake an approved training course nominated by the employer and as required by the provisions of the *Security Industry Act 1997* (and Regulations), shall have the costs of such training courses reimbursed by the employer. This is provided that the undertaking of the said training course is a requirement of the employee's current position.

Reimbursable costs as referred to in paragraph 1(a) of this subclause shall include excess travelling expenses relating to the attendance at the said courses.

Employees shall be granted time off without loss of pay during ordinary hours to attend training courses as referred to in this subclause.

In cases where the courses are to be held outside the rostered shift of the employee required to attend the course, then:

The rostered shift should be altered so that the employee can attend during ordinary working hours; or

For the time spent attending the course, the employee can be granted time off in lieu on an hour for hour basis at a time convenient to the employer; or

The employee shall be paid for attending the course at ordinary time rates without the addition of penalties. Such attendance shall not form part of the employee's ordinary roster for the purpose of clause 5, Hours, of this Award.

- (c) The employee may elect which is the preferred option from the above. The final determination regarding the option to be applied lies with the employer, having regard to the needs of the establishment.
- (ii) Security Officer Grade 2(b) and 2(c)
- (a) Where a Security Officer Grade 2b or 2c (as defined) is provided with accommodation, a deduction may be made from the wages for rent, fuel and lighting. The deduction shall not be more than the amount set out in Item 16 of Table 2.
 - (b) An employer shall not require a resident Security Officer Grade 2b or 2c to vacate living quarters during annual leave period for use by a relieving caretaker, unless such arrangements are mutually agreed to between the said employee and the relieving employee.
- (iii) General
- (a) Accommodation for Meals: Employers shall allow employees to take their meals, crib breaks or tea breaks in a suitable place protected from the weather. Every such employee shall be provided by the employer with adequate facilities for tea making and for heating food.

This provision shall not apply to mobile security officers.
 - (b) Dressing Accommodation: Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.
 - (c) Means of Exit: Provision shall be made for an exit for night employees in case of necessity.
 - (d) Protective Clothing: In complying with the *Work Health and Safety Act 2011* the following clothing and equipment will be issued. The clothing shall remain the property of the employer:

Wet weather coat with hood and trousers for employees who are required to work out of doors.

Rubber boots for employees who are required to work in "wet areas", i.e. toilets, ablution blocks and external areas where water is used as part of the cleaning process.

Protective eye wear for employees who are required to empty rubbish tins and tend incinerators, or work in areas where airborne particles are a hazard.

Long rubber gloves when using detergents or similar cleaning chemicals.

Leather gloves for employees who are required to collect rubbish bins, carry refuse and sweep outside areas.

Washable broad brim hats for employees who are required to work out of doors.
 - (e) Work Clothing: Clean overalls or wrap-ons, gloves and safety footwear shall be supplied by the employer where they are required in undertaking duties.

14. Travelling Time and Expenses

Where an employee is sent to work at a place other than their employer's recognised place of business, the employer shall pay all travelling time from the place of business to the job. If the employee is required to return the same day to the employer's place of business, the employer shall pay travelling time back to the place of business. An employee sent for duty to a place other than the employee's regular place of duty or required

by the employer to attend a court or inquiry in connection with the employee's employment shall be paid reasonable authorised expenses.

15. Outside Duties

All employees covered by this award shall clean outside as required and shall clean above floor or ground level as is safely accessible. Where ladders are used the safety requirements of the *Work Health and Safety Act 2011* must be complied with.

16. Lifting of Weights

An employee shall not be required to lift by hand or carry weights in a manner that does not accord with the provisions of Chapter 4, Part 4.2, Hazardous Manual Tasks of the *Work Health and Safety Regulation 2011*.

17. Sunday Work

An employee required to perform work on a Sunday shall be paid at the rate of double time, with a minimum payment of not less than four hours at such rate for each start.

18. Overtime

- (i) For all work done outside ordinary hours the rates of pay shall be time and a half for the first two hours and double time thereafter. In computing overtime each day's work stands alone. All work performed after 12 noon on Saturday shall be paid for at the rate of double time.
- (ii) Meal Allowance - An employee who works overtime for one or more hours on any day or shift after the fixed ceasing time shall be paid for such day a meal allowance as set out Item 17 of Table 2 - Allowances, of Part B, Monetary Rates. This applies unless notice to work has been given to such employee on or before the termination of the previous shift or day, as the case may be.
- (iii) Where overtime or extra shifts are required to be worked, preference shall be given to employees as classified and covered by the terms of this award where it is reasonably practicable to do so.
- (iv) Where an employee is required to work overtime, the minimum break between the finishing of one period of work or shift and the commencement of another, shall be as set out below:
 - (a) for shift workers, eight hours, including the normal changeover time if any;
 - (b) for day workers, ten hours.

If on the instructions of the employer such an employee resumes or continues work without having the required period off duty, the employee shall be paid at double ordinary time until released from duty. The employee shall be entitled to be absent without loss of pay for ordinary working time occurring during such absence until they have had the required period off duty.

- (v) For the purposes of this clause ordinary hours shall be inclusive of time worked for accrual purposes as provided for by clause 5, Hours.

19. Call Back

An employee who after leaving their place of employment, is required to return to the employer's premises for any reason other than carrying out rostered duties, shall be paid a minimum of four hours' pay at the appropriate rate for each such attendance. This payment shall apply whether the employee was notified before or after leaving the place of employment.

This clause shall not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. The employee shall be given at least eight hours off duty, excluding travelling time in excess of thirty minutes and a meal break of thirty minutes, before there is a requirement to resume ordinary hours. An employee requested to resume duty before eight hours' rest is given

shall be paid at double ordinary rates until such employee has been relieved from duty for a period of eight hours.

20. Mixed Functions

An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such a day or shift. Where an employee is engaged for less than two hours on any one day or shift, payment shall be at the higher rate for the time so worked.

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

This clause shall not apply in situations where the higher duties result from the absence of an employee on a rostered day off.

21. Sick Leave/Personal Carer's Leave

- (i) The entitlement to sick leave shall be as follows:
- (a) Employees:
 - (1) Shall be entitled to 15 days sick leave per year. Any untaken leave is cumulative. Sick leave on full pay accrues at the beginning of the calendar year. If an employee commences after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
 - (2) An employee absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Head in respect of the absence.
 - (3) An employee shall be put on notice in advance if required by the Head to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
 - (b) Ministerial Employees engaged under Ministerial Authority: in accordance with the Uniform Leave Conditions
- (ii) Use of sick leave to care for a sick dependant - general
- When family and community service leave, as outlined in clause 24 is exhausted, the sick leave provisions under clause (i) may be used by an employee to care for a sick dependant.
- (iii) Use of sick leave to care for a sick dependant - entitlement
- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned, and
 - (2) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent and legal guardian), grandparent,

- grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (i) 'relative' means a person related by blood, marriage or affinity;
 - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) 'household' means a family group living in the same domestic dwelling
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
 - (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
 - (d) In special circumstances, the Chief Executive Officer or Managing Director may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph (c).
 - (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
 - (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
 - (g) Wherever practicable, the employee shall give the Chief Executive Officer or Managing Director prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer or Managing Director beforehand, notification should be given by telephone at the first opportunity on the day of absence.
 - (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

22. Public Holidays

- (i) The days on which the following holidays are observed shall be holidays under this Award, namely New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State. The Picnic Day of the Union shall also be observed as an additional holiday under this Award, to be granted on one of the three working days between Christmas and New Year's Day. The specific date is to be advised to employees prior to December each year.
- (ii) Except as hereinafter provided -
 - (a) Employees on weekly hiring shall be entitled to the above holidays without loss of pay;

- (b) Employees shall be paid at the rate of double time and one-half with a minimum payment of four hours at such rate for all time worked on the above holidays.
- (iii) For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of working hours fall on the holiday, in which case all the time worked shall be regarded as holiday work. If the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.
- (iv)
 - (a) Where a holiday occurs on the rostered day off of a seven day shift worker who is not required to work on the day, the employee is entitled to a day's ordinary pay in respect of such day. The employer may, in lieu of the payment of a day's ordinary pay, add a day to the recreation leave credit.
 - (b) Where the worker is required to work on that day, the employer shall pay the employee a day's ordinary pay in respect of such time, plus time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.
 - (c) Where the employment of a seven-day shift worker has been terminated and there is an entitlement to payment in lieu of recreation leave with respect to a period of employment, the employee shall also be entitled to an additional payment for each day accrued under this clause at the appropriate ordinary rate of pay. This is provided that payment has not already been made in accordance with paragraph (a), of this subclause.

23. Recreation Leave

- (i) The entitlement to recreation leave shall be as follows:
 - (a) Employees: in accordance with the Conditions Award.
 - (b) Ministerial employees engaged under Ministerial authority: in accordance with the Uniform Leave Conditions.
- (ii) Caretakers and Seven-Day Shift Workers -
 - (a) In addition to the normal recreation leave provisions, a caretaker or seven-day shift worker, at the end of each year of continuous employment shall be entitled to an additional one week's leave:

If during the year of employment only a portion of it has been served as a caretaker or a seven-day shift worker, the additional leave shall be 3.25 hours for each completed month of employment in those classifications. Where the additional leave is or comprises a fraction of a day, such fraction shall not form part of the leave period and shall be discharged by payment only.
 - (b) Where the employment of a caretaker or seven-day shift worker is terminated and the person thereby becomes entitled to payment in lieu of recreation leave for a period of employment, such person also shall be entitled to an additional payment of 3.25 hours at their ordinary rate of pay for each completed month of service.
- (iii) For the purposes of this clause, a seven-day shift worker means an employee whose ordinary working period includes Sunday and /or holidays on which the employee may be regularly rostered for work.

Redundant as leave is provided in (i)

24. Family & Community Services Leave

- (i) The Chief Executive Officer or Managing Director may grant family and community service leave to an employee:
 - (a) for reasons related to the family responsibilities of the employee, or
 - (b) for reasons related to the performance of community service by the employee, or
 - (c) in a case of pressing necessity
- (ii) Family and Community Services Leave replaces Short leave.
- (iii) The maximum amount of family and community services leave on full pay that may be granted to an employee is:
 - (a) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (b) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period
- (iv) Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (v) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in clause 21(iii)(a)(2).

25. Parental Leave

The entitlement to parental leave shall be as follows:

- (a) Employees: in accordance with the Conditions Award
- (b) Ministerial employees engaged under Ministerial Authority, in accordance with the Uniform Leave Conditions.

26. Extended Leave/Long Service Leave

- (i) The entitlement to extended leave/long service leave shall be as follows:
 - (a) Employees: in accordance with the Act and the Government Sector Employment Regulation 2014.
 - (b) Ministerial employees engaged under Ministerial authority in accordance with the Uniform Leave Conditions.

27. Other Forms of Leave

- (i) Employees: in accordance with the Public Sector Employment and Management (General) Regulation 1996 and the Conditions Award, or Any Replacement Award,
- (ii) Ministerial employees engaged under Ministerial Authority: see Uniform Leave Conditions.

28. Anti-Discrimination

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

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

29. Dispute Resolution

Any dispute shall be dealt with in the following manner:

- (i) in the event of a claim, issue or dispute, the employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.
- (ii) Failing agreement, employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the Manager or his/her deputy. The Manager or his/her deputy will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.
- (iii) If no agreement is reached at this stage on the claim, issue or dispute, the matter will be fully reviewed by the Secretary of the union or its representative and senior management. All reasonable steps will be taken to resolve the matter.
- (iv) Failing agreement, the claim, issue or dispute shall be referred to the Industrial Relations Commission of New South Wales for resolution.
- (v) All work shall continue normally while the above procedures are taking place.

30. Non-Reduction of Existing Wages and Conditions

Wages and Conditions

- (i) Employees still in receipt of a 20% part-time loading shall continue to receive such loading under the protection of the *Public Sector Employment and Management Act 2002*.
- (ii) Existing employees as at 31 January 1992 shall not be compelled to work broken shifts or become seven-day shift workers in accordance with the provisions of this award. However, employees engaged after 31 January 1992 may be required to work broken shifts or work ordinary hours over seven days of the week.

31. Exemptions

- (i) This award shall not apply to persons currently employed in terms of Determination No. 768 of 1982 - Security Officers and Senior Security Officers, Various Departments, made pursuant to Section 130 of the *Public Sector Employment and Management Act 2002* or any variation or replacement thereof.

32. Deduction of Union Membership Fees

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

33. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

34. Area, Incidence and Duration

This award shall apply to:

- (i)
 - a. all non-executive public service employees as defined in the *Government Sector Employment Act 2013* employed in Departments, Public Service executive agencies related to Departments, and

separate Public Service agencies, listed in Schedule 1 to the *Government Sector Employment Act 2013*, except where another industrial instrument or arrangement applies to the employees; and

- b. any officer, Departmental temporary employee and casual employee who, as at 23 February 2014, was employed in a Department listed in Schedule 1, Part 1, of the *Public Sector Employment and Management Act 2002* and who was covered by this award on that date will continue to be covered by this award,

who are employed in the classifications contained in this Award or under Ministerial Authority.

- (ii) This award rescinds and replaces the Crown Employees (Security and General Services) Award 2020 published 24 December 2021 (391 I.G. 329).
- (iii) This award has a nominal term of 12 months from 1 July 2021 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2021.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Rates of pay for this award are now contained in the Crown Employees Wages Staff (Rates of Pay) Award 2022.

Clause 7 Rates of Pay	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
Classification		
Security Officer		
Grade 1	981.00	1020.20
Grade 2	1015.50	1056.10
Grade 3	1061.90	1104.40
General Services Officer		
Grade 1	875.50	910.50
Grade 2	950.90	988.90
Grade 3	981.00	1020.20
Part-time Employees (Per hour) -		
General Services Officer Grade 2 (Cleaners)	27.10	28.20

Application to school based employees of the Department of Education

Clause 7 Rates of Pay	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
Classification		
Security Officer		
Grade 1	1057.50	1084.30
Grade 2	1094.20	1121.90

Table 2 - Work Related Allowances

Clause 9 - Additional Rates		From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
Clause 9 - Additional Rates			
(i)	Leading Hands Allowance: (per week)		
	1 - 5 employees	42.00	43.70
	6 - 10 employees	47.80	49.70
	11-15 employees	62.30	64.80
	16-20 employees	72.00	74.90
	Over 20 employees -	72.00	74.90
	for each employee over 20 an additional amount is paid	0.51	0.53
(ii)	Qualification allowance (per week)	28.30	29.40
(iii)	First Aid Allowance (per week)	21.70	22.60
(iv)	Boiler Attendants Certificate (per week)	18.40	19.10
(v)	Refrigeration Drivers Certificate (per week)	18.40	19.10
(vi)	Contingency Allowance (per week)		
	1-10 Hours per week	11.70	12.20
	11 to 25 hours per week	17.90	18.60
	26 to 38 hours per week	24.20	25.20
(vii)	Toilet allowance (per week)	14.40	15.00
(viii)	Multi-Purpose Machines Allowance - per shift	3.98	4.14
(ix)	Furniture removal allowance - per shift	3.55	3.69
(x)	Torches - per shift	1.13	1.18
(xi)	Laundry allowance - per shift	2.42	2.52
(xii)	Locomotion allowance - per shift	38.50	40.04
(xiii)	Bicycle allowance - per shift	3.07	3.19
Clause 10. Shift Allowances			
(iii)(a)	Broken Shifts allowance (per day)	17.68	18.39
(iii)(b)	Excess Fares allowance (per week)	11.20	11.60
Clause 13. - General Conditions			
(iii)	Accommodation deduction (per week)	22.00	22.90

Application to school based employees of the Department of Education

Clause 9 - Additional Rates		From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
(i)	Leading Hands Allowance (per week)		
	1 - 5 employees	45.40	47.20
	6 - 10 employees	51.30	53.40
	11-15 employees	67.30	70.00
	16-20 employees	77.70	80.80
	Over 20 employees -	77.70	80.80
	for each employee over 20 an additional amount is paid	0.55	0.57

(vi)	Contingency Allowance (per week)		
	1-10 Hours per week	12.50	13.00
	11 to 25 Hours per week	19.30	20.10
	26 to 38 Hours per week	26.00	27.00

E. ROBINSON, *Industrial Registrar*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TRANSPORT DRIVERS, &c.) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

E. ROBINSON, *Industrial Registrar*

Schedule of Variation Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9747	20 October 2023	1 July 2023	395	595

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

Clause No.	Subject Matter
1.	Title
2.	Rates of Pay
3.	Deduction of Union Membership Fees
4.	Shift Allowances
5.	Anti-Discrimination
6.	Grievance and Dispute Settling Procedures
7.	General
8.	No Extra Claims
9.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Rates of Pay

PART A**1. Title**

This award shall be known as the Crown Employees (Transport Drivers &c.) Award 2022.

2. Rates of Pay

The rates of pay are set out in Table 1 of Part B, Monetary Rates. The rates are provided by the Crown Employees Wages Staff (Rates of Pay) Award 2022.

3. Deduction of Union Membership Fees

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

4. Shift Allowances

For the ordinary hours of shift, shift workers shall be paid the following loadings in addition to the rates prescribed for their respective classifications:

	Loadings per shift %
(a) ordinary afternoon or night shifts (other than shifts referred to hereunder).	15
(b) permanently working afternoon or night shifts or a combinations of such shifts.	30
(c) an ordinary shift, the major portion of which falls on a Saturday or Sunday shall in substitution for the loading specified in paragraphs (a) or (b) of this clause, be paid for at the rate of 50 per cent or 75 per cent respectively in addition to the ordinary rate for such shift.	
(d) where, at the employees own request and to suit the employees own personal requirements, any employee works permanently on a combination of such shifts, the employer notifies the union of the agreement in writing, and the union agrees, the employee shall be paid 15 per cent extra per shift in lieu of the shift loading of 30 per cent specified in paragraph (b) of this clause.	
(e) for an ordinary shift worked on a public holiday, an employee shall receive an additional one and half day's ordinary pay in addition to the normal shift payment calculated in accordance with paragraph (a) or (b) of this clause.	

5. Anti-Discrimination

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

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

6. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (ii) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary.
- (vi) The Secretary may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) If the matter remains unresolved, the Secretary shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) An employee, at any stage, may request to be represented by the union.
- (ix) The employee or the union on their behalf, or the Secretary may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

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

7. General

- (i) Except as otherwise provided for in this award, the provisions of the Transport Industry (State) Award shall apply.
- (ii) For employees engaged under the *Government Sector Employment Act 2013* the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its replacement, shall apply in respect of the following entitlements:

Recreation Leave
 Extended Leave
 Sick Leave
 FACS Leave

8. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

9. Area, Incidence and Duration

- (i) This award shall apply to all employees in the classifications specified in Table 1 - Rates of Pay, of Part B, Monetary Rates, of this Award and clause 1 of the Transport Industry (State) Award, employed in organisations to which the *Government Sector Employment Act 2013* applies.
- (ii) This Award rescinds and replaces the Crown Employees (Transport Drivers &c.) Award 2020 published 19 November 2021 (390 I.G. 1126) and all variations thereof.
- (iii) This award has a nominal term of 12 months from 1 July 2021 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2021.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Crown. Employees (Transport Drivers, &C.) Award - Rates of Pay

Clause 2 Wages	Classification	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms			
(a)	Up to 295 -	1006.80	1047.10

(b)	Over 2950 and up to 4650	1015.50	1056.10
(c)	Over 4650 and up to 6250	1023.70	1064.60
(d)	Over 6250 and up to 7700	1023.70	1064.60
(e)	Over 7700 and up to 9200	1034.50	1075.90
(f)	Over 9200 and up to 10800	1034.50	1075.90
(g)	Over 10800 and up to 12350	1043.60	1085.30
(h)	Over 12350 and up to 13950	1043.60	1085.30
(i)	Over 13950 and up to 15500	1051.70	1093.80
(j)	Over 15500 and up to 16950	1061.90	1104.40
(k)	Over 16950 and up to 18400	1061.90	1104.40
(l)	Over 18400 and up to 19750	1061.90	1104.40
(m)	Over 19750 and up to 21100	1061.90	1104.40
(n)	Over 21100 and up to 22450	1070.20	1113.00
(o)	Over 22450 and up to 23850	1070.20	1113.00
(p)	Over 23850 and up to 25200	1070.20	1113.00
(q)	Over 25200 and up to 26550	1080.70	1123.90
(r)	Over 26550 and up to 27900	1080.70	1123.90
(s)	Over 27900 and up to 29300	1080.70	1123.90
(t)	Over 29300 and up to 30650	1080.70	1123.90
(u)	Over 30650 and up to 32000	962.00	1000.50
(v)	Over 32000 and up to 33350	962.00	1000.50
(w)	Over 33350 and up to 34750	1099.80	1143.80
(x)	Over 34750 and up to 36100	1099.80	1143.80
(y)	Over 36100 and up to 37450	1099.80	1143.80
(z)	Over 37450 and up to 38800	1099.80	1143.80
(aa)	Over 38800 and up to 40200	1110.90	1155.30
(ab)	Over 40200 and up to 41550	1110.90	1155.30
(ac)	Over 41550 and up to 42900	1110.90	1155.30
(ad)	Over 42900 and up to 44250	1119.90	1164.70
(ae)	Over 44250 and up to 45650	1119.90	1164.70

2. Drivers of mobile cranes

- employed in connection with the carriage and delivery of goods, merchandise and the like performance of work incidental to the loading, unloading, handling and/or placement of goods
- where the mobile crane has a lifting capacity in kilograms

(a)	Up to and not exceeding 3050	1023.70	1064.60
(b)	Over 3050 and not exceeding 5100	1034.50	1075.90
(c)	Over 5100 and not exceeding 6100	1043.60	1085.30
(d)	Over 6100 and not exceeding 7100	1043.60	1085.30
(e)	Over 7100 and not exceeding 8100	1043.60	1085.30
(f)	Over 8100 and not exceeding 9150	1043.60	1085.30
(g)	Over 9150 and not exceeding 10150	1051.70	1093.80
(h)	Over 10150 and not exceeding 11200	1051.70	1093.80
(i)	Over 11200 and not exceeding 12200	1051.70	1093.80
(j)	Over 12200 and not exceeding 13200	1061.90	1104.40
(k)	Over 13200 and not exceeding 14200	1061.90	1104.40
(l)	Over 14200 and not exceeding 15250	1061.90	1104.40
(m)	Over 15250 and not exceeding 16250	1061.90	1104.40
(n)	Over 16250 and not exceeding 17250	1070.20	1113.00
(o)	Over 17250 and not exceeding 18300	1070.20	1113.00
(p)	Over 18300 and not exceeding 19300	1070.20	1113.00
(q)	Over 19300 and not exceeding 20300	1070.20	1113.00
(r)	Over 20300 and not exceeding 21350	1080.70	1123.90
(s)	Over 21350 and not exceeding 22350	1080.70	1123.90
(t)	Over 22350 and not exceeding 23350	1080.70	1123.90
(u)	Over 23350 and not exceeding 24400	1080.70	1123.90
(v)	Over 24400 and not exceeding 25500	1080.70	1123.90
(w)	Over 25500 and not exceeding 26400	1080.70	1123.90

(x)	Over 26400 and not exceeding 27450	1080.70	1123.90
(y)	Over 27450 and not exceeding 28450	1089.10	1132.70
(z)	Over 28450 and not exceeding 29450	1089.10	1132.70
(aa)	Over 29450 and not exceeding 30500	1080.70	1123.90
And for each additional 1000 kg or part thereof over		0.41	0.43
3. Drivers of fork lifts - of a capacity			
(a)	Up to 4500 kg	1023.70	1064.60
(b)	Over 4500 to 9100	1043.60	1085.30
(c)	Over 9100 kg	1051.70	1093.80
4. Drivers of prime movers - where the crane has a lifting capacity of			
(a)	Up to 20350 kg	1034.50	1075.90
(b)	Over 20350 kg	1061.90	1104.40
5. Extra Hands		984.60	1024.00

E. ROBINSON, *Industrial Registrar*

Printed by the authority of the Industrial Registrar.

(1925)

SERIAL C9802

LOCAL GOVERNMENT, AGED, DISABILITY AND HOME CARE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(Case No. 235026 & 335846 of 2023)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

1 November 2023

VARIATION

1. Delete subclause (i) of clause 4, Employment Classifications, of the award published 19 February 2016 (379 I.G. 254) and insert in lieu thereof the following:

(i) Care Service Employees

(a) Grade 1

An employee who works under limited supervision individually or in a team environment or on sleep-over. Employees at this level work within established guidelines including compliance with documentation requirements as determined by the employer. In some situations detailed instructions may be necessary. Indicative tasks an employee at this level may perform are as follows.

Typical Duties

Care Stream	Support Stream	Maintenance Stream
<p>Under limited supervision, provide assistance to residents in carrying out simple personal care tasks which shall include but not be limited to:</p> <p>Supervise daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals.</p> <p>Under direct supervision, provide assistance to a higher Grade Care Service Employee in attending to the personal care needs of a resident.</p>	<p>Performance under limited supervision of the full range of Domestic duties including but not limited to:</p> <p>General cleaning of accommodation, food service, and general areas; General waiting, table service and clearing duties; Assistance in the preparation of food, including the cooking and/or preparation of light refreshments; All laundry duties.</p>	<p>Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to:</p> <p>Sweeping; Hosing; Garbage collection and disposal; Keeping the outside of buildings clean and tidy; Mowing lawns and assisting the gardener in labouring.</p>

(b) Grade 2

An employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with

documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows.

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan, including:	Assist a higher grade worker in the planning, cooking and preparation of the full range of meals.	Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3, in accordance with Clause 33- Labour Flexibility and Mixed Functions.
Assist and Support residents with medication utilising medication compliance aids; Simple wound dressing; Implementation of continence programs as identified in the Care Plan;	Drive a Sedan or Utility.	Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules
Attend to routine urinalysis, blood pressure, temperature and pulse checks; Blood sugar level checks etc and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycemia.		Carry out physical inspections of property and premises and report.
Recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the employee and the policies and procedures of the organisation. Assist in the development and implementation of resident care plans.		
Assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist.		

(c) Grade 3

An employee who holds either a Certificate Level III in Care Support Services or other appropriate Qualification/Experience acceptable to the employer and:

is designated by the employer as having the responsibility for leading and/or supervising the work of others; or

is required to work individually with minimal supervision and has been designated by the employer as having overall responsibility for a particular function within the facility.

An employee who holds appropriate Trade Qualifications and is required to act on them. Where the work of such employee requires the holding of a licence, the licence allowance from the applicable State trades award shall be paid.

Employees at this level may be required to plan, direct, and train staff and comply with documentation requirements as determined by the employer and assist in the development of budgets.

Indicative tasks an employee at this level may perform are as follows.

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Coordinate and direct the work of staff.	Responsible for the planning, ordering and preparing of all meals.	Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills.
Schedule work programs on a routine and regular basis.	Responsible for the provision of domestic services.	Undertake the more complicated repairs to equipment and appliances calling for trades skills.
Develop and implement programs of activities for residents.	Schedule work programs on a routine and regular basis.	Coordinate and direct the work of staff performing gardening duties.
Develop resident care plans.	Coordinate and direct the work of staff. Drive a Minibus or Larger Vehicle.	Schedule work programs on a routine and regular basis.

(d) Grade 4

Level One

An employee who holds a Certificate IV in Aged Care Work (CHC40108) or other appropriate Qualification/Experience acceptable to the employer and is required to act on it, and

is designated by the employer as having responsibility for leading and/or supervising the work of others in excess of that required of a CSE 3; and

is required to work individually with minimal/ indirect supervision.

Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the facility and comply with documentation requirements as determined by the employer.

Indicative tasks an employee at this level may perform are as follows.

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Overall responsibility for the provision of personal care to residents.	Coordinate and direct the work of staff involved with the preparation and delivery of food.	Coordinate and direct the work of staff performing gardening duties.
Coordinate and direct the work of staff.	Schedule work programs.	Schedule gardening work programs.
Schedule work programs.		Where required, let routine service contracts associated with gardening.

Level Two

An employee who is required to deliver medication to residents in facilities:

previously defined as Nursing Homes (as at 31 December 2004) by the *Nursing Homes Act 1988*; or

in which more than 80% of places are "allocated high care places" as defined in the *Aged Care Act 1997* (Cth).

An employee at this level must hold the following qualifications, which may be varied from time to time by the relevant National Vocational, Education and Training Body:

a Certificate III in Aged Care Work (CHC30208); and

a Certificate IV in Aged Care Work (CHC40108); and

medication module - "Provide Physical Assistance with Medication" (CHCCS303A).

or

Hold other appropriate qualification acceptable to the employer.

Employees at this level may be required to perform the duties of a CSE 4 - Level 1.

(e) Grade 5

<p>This grade shall only apply to employees having responsibility for supervision of the entire facility.</p> <p>An employee who may be required to have and use any additional qualifications than would be required for a grade 4 employee.</p> <p>Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the Facility and comply with documentation requirements as determined by the employer</p>

"Catering Officer" -means a person who is responsible for catering services.

"Maintenance Supervisor (Tradesperson)" - means an employee who has trade qualifications and has overall responsibility for maintenance at the place of employment and may be required to supervise other maintenance staff.

"Maintenance Supervisor (Otherwise)" - means an employee who is required to perform maintenance duties as required and who may be required to supervise other maintenance staff and has overall responsibility for maintenance at the place of employment.

Note:- Employees classified and paid as Recreational Activities Officers as at 3 December 2002 be reclassified in accordance with the new definitions of Care Services Employee. Employees reclassified at Level 2 by virtue of the above exercise, shall be paid at Level 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. Delete Part B, and insert in lieu thereof the following:

PART B

Table 1 - Monetary Rates

	Current Rate p/week from 1 September 2023 \$
Care Service Employees	
Grade 1	1089.01
Grade 2	1130.89
Grade 3	1144.22
Grade 4	
- Level 1	1183.03
- Level 2	1276.73
Grade 5 from	1361.76
to	2012.18

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.

	Current Rate p/week from 1 September 2023 \$
Maintenance Supervisors	
Maintenance Supervisor (Otherwise)	1168.18
Maintenance Supervisor (Otherwise)	
- in charge of staff	1193.44
Maintenance Supervisor (Tradesperson)	1266.58
Catering Officer	
Trainee Catering Officer	
1st year	1033.44
2nd year	1052.01
3rd year	1073.35
Assistant Catering Officer	
80-120 beds	1083.96
120-300 beds	1154.45
300-500 beds	1238.89
500-1000 beds	1271.77
Catering Officer	

80-120 beds		1205.32
120-200 beds		1238.89
200-300 beds		1271.77
300-500 beds		1335.22
500-1000 beds		1441.25
Diversional Therapist		
1st year of experience		1078.20
2nd year of experience		1131.84
3rd year of experience		1184.91
4th year of experience		1237.86
5th year of experience and thereafter		1288.62
Dieticians		
1st year of service		1173.83
2nd year of service		1225.40
3rd year of service		1286.66
4th year of service		1352.98
5th year of service		1414.37
6th year of service		1463.28
7th year of service		1500.31
Therapists and Social Workers (excluding Diversional Therapists)		
1st year of service		1143.37
2nd year of service		1173.83
3rd year of service		1225.40
4th year of service		1286.66
5th year of service		1352.98
6th year of service		1414.37
7th year of service		1463.28
8th year of service & thereafter		1500.31
Apprentices		
Apprentice Cook		
1st year		670.85
2nd year		922.45
3rd year		1034.24
Apprentice Gardener		
1st year		559.06
2nd year		670.85
3rd year		894.53
4th year		1006.33
Homecare Employees		
Homecare Employee		
Grade 1		998.48
Grade 2		1047.51
Grade 3		1120.18
		Current Rate p/week from 1 September 2023 \$
Live-in Homecarers		
Grade 1	Daily Rate	259.69
Grade 2	Daily Rate	293.27
Grade 3	Daily Rate	339.99

Clerical & Administrative Employees	
Juniors	
At 16 years of age and under	543.14
At 17 years of age	615.47
At 18 years of age	705.68
At 19 years of age	795.31
At 20 years of age	876.89
Adults	
Grade 1	1071.50
Grade 2	1135.18
Grade 3	1190.09
Grade 4	1255.04
Grade 5	1311.69

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		Current Rate from 1 September 2023 \$
1	6(xi)(c)	Broken Shift	per shift	12.67
2	8(iii)(a)	Overtime - Breakfast	per meal	15.58
3	8(iii)(b)	Overtime - Luncheon	per meal	20.12
4	8(iii)(c)	Overtime - Evening Meal	per meal	29.39
5	9(iii)(b)	Overtime - recall use of own vehicle	per km	0.44
6	9(iii)(c) 13(i)	On Call Allowance	per day (24 hrs)	20.64
7	13(ii)	Climatic & Isolation Allowance	per/week	8.21
8	15(i)(a)	Climatic & Isolation Allowance	per week	15.52
9	15(i)(b)	Cleaning/Scraping Work - Confined Space	per hour	0.77
10	9(iii)(c)	Cleaning Scraping Work - Boiler/Flue	per hour	1.24
11	15(iii)	Linen Handling - Nauseous Nature	per hour	0.40
12	15(v)	Use of own vehicle	per week	0.89
13	15(ix)	Laundry & Dry Cleaning certificate Allowance	per week	13.65
14	26(ii)	Leading Hand Allowance - in charge 2-5 employees	per week	33.60
15	26(ii)	Leading Hand Allowance - in charge 6-10 employees	per week	48.05
26	26(ii)	Leading Hand Allowance - in charge 11-15 employees	per week	60.68
17	26(ii)	Leading Hand Allowance - in charge 16-19 employees	per week	74.09
18	28(i)(c)	Uniform Allowance	per week	7.99
19	28(i)(d)	Special Type Shoes Allowance	per week	2.45
20	28(i)(e)	Cardigan or Jumper Allowance	per week	2.38
21	28(i)(f)	Laundry Allowance - Uniform	per week	6.60
22	29(ii)(d)	Sleepover Allowance	per shift	59.98
23	39(vi)	Apprentice - TAFE Examination Allowance	per week	12.67

3. 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 \$
School leaver	395.58	436.09	523.52
Plus 1 year out of school	436.09	523.52	609.48
Plus 2 years out of school	523.52	609.48	708.35
Plus 3 years out of school	609.48	708.35	809.40
Plus 4 years out of school	708.35	809.40	809.40
Plus 5 or more years out of school	809.40	809.40	809.40

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 \$
School Leaver	13.03	14.35	17.22
Plus 1 year out of school	14.34	17.22	19.99
Plus 2 years	17.22	19.99	19.99
Plus 3 years	19.99	23.32	26.62
Plus 4 years	23.32	26.62	26.62
Plus 5 years or more	26.62	26.62	26.62

(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 \$	Year 12 \$
School based Traineeships Wage Level A	13.72	14.35

4. This variation shall take effect from the first full pay period commencing on and from 1 September 2023.

N. CONSTANT, *Chief Commissioner*

D. SLOAN, *Commissioner*

J. WEBSTER, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1934)

SERIAL C9803

NURSES' (LOCAL GOVERNMENT) RESIDENTIAL AGED CARE CONSOLIDATED (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(Case No. 235015 & 335970 of 2023)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

1 November 2023

VARIATION

1. Delete clause 14, Telephone Allowance, of the award published 11 February 2022 (391 I.G. 411) and insert in lieu the following:

14. Telephone Allowance

- (i) If an employee is required, for the purpose of their employment, to be on call on a regular basis or where an employee is required by their employer to have a telephone installed for the purpose of their employment, the employer will be responsible for the following payments:
 - (a) Where the employee already has a telephone installed:
 - (i) three-quarters of the cost of rental of the telephone;
 - (ii) the cost of all official trunk line calls.
 - (b) Where the employee does not have the telephone installed:
 - (i) the cost of installation of the telephone;
 - (ii) three-quarters of the cost of rental of the telephone;
 - (iii) the cost of all official trunk line calls.
- (ii) Provided that this clause will not apply to persons employed in facilities conducted by members of Aged and Community Services Australia.

2. Delete clause 29, Staff Amenities and insert in lieu the following:

29. Staff Amenities

- (i) The employer will provide for the use of employees:
 - (a) toilet facilities; provided that this provision will not apply to a facility the registered number of beds of which is less than nine;
 - (b) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee.
- (ii) An employer will provide for employees morning and afternoon tea, supper and early morning tea (which will include tea or coffee, together with milk and sugar).

- (iii) Where an employee requests, the employer will provide an employee with meals of a reasonable standard. The employer may make a charge, provided that the charge for breakfast will be the sum set out in Item 17 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and the sum set out in Item 18 of the said Table 2 for other meals.
 - (iv) The charges referred to in subclause (iii) of this clause are to be adjusted in accordance with the movement in wage rates following State Wage Case decisions. The employers are entitled to set prices for meals at a level to cover labour and ingredient costs (not indirect costs).
3. Delete clause 37, Termination of Employment and insert in lieu the following:

37. Termination of Employment

- (i) Except for misconduct justifying summary dismissal, the services of an employee will be terminated only by notice or by the payment of salary in lieu thereof other than a Director of Nursing, as follows;

Period	Employee's period of continuous service with the employer at the end of the day the notice is given	Period
1	Not more than 1 year	1 week
2	More than 1 year but not more than 3 years	2 weeks
3	More than 3 years but not more than 5 years	3 weeks
4	More than 5 years	4 weeks

In the case of a Director of Nursing payment of salary in lieu thereof notice period can be made, except that where the employment of a Director of Nursing is terminated within 13 weeks of their engagement, there will be given 14 days notice or the payment of 14 days salary in lieu thereof.

- (ii) No employee will, without the consent of the employer, resign without having given seven days' notice (or, in the case of a Director of Nursing, 28 days' notice) of the intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances will the employee other than the Director of Nursing forfeit more than seven days' pay and the Director of Nursing more than 28 days' pay at the rates prescribed for their classification by clause 6, Salaries.
- (iii) Statement of Employment

Upon the termination of the services of an employee, the employer will furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed. In addition, an employer will provide to Assistants in Nursing a statement of in-service training and/or education which the employee has undertaken.

- (iv) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, will be paid for such accrued time as ordinary rate of pay upon termination.
4. Delete clause 43, Redundancy and insert in lieu the following:

43. Redundancy

- (i) Application
 - (a) In respect to employers who employ 15 or more employees immediately prior to the termination of employment of the employees, in the terms of clause 37, Termination of Employment.
 - (b) Notwithstanding anything contained elsewhere in this clause, this clause will not apply to employees with less than one year's continuous service and the general obligation on employers will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

- (c) Notwithstanding anything contained elsewhere in this clause, this clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (d) Clause 43, Redundancy, will apply to all full-time and part-time employees in classifications listed in Part B, Monetary Rates, Table 1 - Salaries.

(ii) Redundancy

Discussions before Termination

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to paragraph (a) of subclause (i) of clause 52, Introduction of Change, and that decision may lead to the termination of employment, the employer will hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions will take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purposes of the discussion the employer will, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Notice

(a) Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with paragraph (a) of subclause (i) of clause 52, Introduction of Change.

- (i) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with paragraph (a) of subclause (i) of the said clause 52.

- (i) In order to terminate the employment of an employee, the employer shall give to the employee three months notice of termination.
- (ii) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iii) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.

(c) Time Off during the Notice Period

- (i) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee Leaving during the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstance the employee shall not be entitled to payment in lieu of notice.

(e) Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(f) Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

(g) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (i) of the said clause 52, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.

(iv) Severance Pay

- (a) Where the employment of an employee is to be terminated pursuant to this clause, subject to any further order of the Industrial Relations Commission of New South Wales pursuant to paragraphs (b) or (c) of subclause (iv) of clause 43, the employer will pay the following severance pay in respect of a continuous period of service.

- (i) If an employee is under 45 years of age, the employer will pay in accordance with the following scale:

Years of Service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (ii) Where an employee is 45 years of age or over, the entitlement will be in accordance with the following scale:

Years of Service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (iii) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances specified in paragraph (iv) of this subclause paid in accordance with the award covering the wages and conditions of the employee.
- (iv) For the purposes of this clause, the following allowances in paragraphs (a) and (b) of subclause (i) of clause 9, Special Allowances, and subclauses (i) and (ii) of clause 11, Climatic and Isolation Allowance.
- (v) A "week's pay" for a particular employee will be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under paragraphs (i) and (ii) of this subclause.

(b) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of subclause (iv) of clause 43, Redundancy.

The Commission will have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (a) will have on the employer.

(c) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of subclause (iv) of clause 43 Redundancy, if the employer obtains acceptable alternative employment for an employee.

- (v) Upon the termination of the services of an employee, the employer will furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed. In addition, an employer will provide to Assistants in Nursing a statement of in-service training and/or education which the employee has undertaken.
- (vi) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, will be paid for such accrued time as ordinary rate of pay upon termination.
- (vii) Savings Clause

Nothing in this clause will be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

5. Delete subclause (i) of clause 44, Attendance at Meetings and Fire Drills and insert in lieu the following:
- (i) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (e.g., fire drill and evacuation procedures), contained within the NSW Health Policy Directive PD2010_024 - Fire Safety in Health Care Facilities, will be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. Such time spent in attendance will not be viewed as overtime for the purposes of this award.
6. Delete Part B, Monetary Rates and insert in lieu the following:

PART B**MONETARY RATES****Table 1 - Salaries**

Classification	SWC 2022 4.6% FFPP 1/9/2022	SWC 2023 FFPP 1/9/2023
Assistant in nursing/trainee enrolled nurse		
First year of experience	911.70	1,074.30
Second year of experience	939.80	1,091.10
Third year of experience	968.40	1,108.60
Thereafter	997.70	1,144.20
Enrolled nurse		
First year of experience	1,112.50	1,256.14
Second year of experience	1,135.30	1,281.22
Third year of experience	1,159.60	1,307.42
Fourth year of experience	1,183.40	1,333.12
Thereafter	1,207.40	1,358.64
Registered nurse general, MR Psych., Infants, geriatric, midwifery		
First year of service	1,256.60	1,410.50

Second year of service	1,323.40	1,480.34
Third year of service	1,389.90	1,550.64
Fourth year of service	1,461.20	1,626.12
Fifth year of service	1,532.10	1,701.96
Sixth year of service	1,602.90	1,778.08
Seventh year of service	1,684.10	1,859.28
Eighth year of service	1,751.60	1936.28
Nursing unit manager (personal to current occupants as at 1 March 1999)		
Level 1		
First year	1,939.50	2,145.08
Second year	1,993.40	2,202.78
Level 2	2,045.30	2,258.48
Level 3	2,094.50	2,311.10
Nurse undergoing pre-registration Assessment	1,087.60	1,216.80
Clinical nurse specialist	1,822.30	1,987.22
Clinical nurse consultant	2,146.70	2,352.28
Clinical nurse educator	1,822.30	2,027.88
Nurse educator		
First year	1,939.40	2,144.98
Second year	1,993.40	2,202.78
Third year	2,041.30	2,254.48
Fourth year	2,146.70	2,363.30
Senior nurse educator		
First year	2,198.00	2,432.84
Second year	2,242.30	2,493.86
Third year	2,315.90	2,582.28
Assistant director of nursing		
Less than 150 beds	1,993.40	2,228.24
150-250 beds	2,146.70	2,398.26
250 beds and over	2,198.00	2,464.38
Deputy director of nursing		
Less than 20 beds	2,033.10	2,267.94
20 beds, less than 75 beds	2,084.70	2,336.26
75 beds, less than 100 beds	2,132.30	2,398.68
100 beds, less than 150 beds	2,176.90	2,443.28
150 beds, less than 200 beds	2,242.20	2,508.58
200 beds, less than 250 beds	2,315.90	2,582.28
250 beds, less than 350 beds	2,401.50	2,667.88
350 beds, less than 450 beds	2,486.00	2,752.38
450 beds, less than 750 beds	2,577.20	2,843.58
750 beds and over	2,675.70	2,942.08
Director of nursing		
Less than 25 beds	2,269.60	2,506.72
25 beds, less than 50 beds	2,401.50	2,650.78
50 beds, less than 75 beds	2,452.20	2,718.58
75 beds, less than 100 beds	2,502.60	2,785.32
100 beds, less than 150 beds	2,573.80	2,885.78
150 beds, less than 200 beds	2,658.90	3,000.14
200 beds, less than 250 beds	2,743.40	3,084.64

250 beds, less than 350 beds	2,845.30	3,186.54
350 beds, less than 450 beds	3,015.30	3,356.54
450 beds, less than 750 beds	3,188.40	3,529.64
750 beds and over	3,386.60	3,727.84

Table 2 - Other Rates and Allowances

Item No.	Brief Description	Clause No.	1/9/2022	1/9/2023	Period
1	In Charge of Nursing Home	9(i)(a)			
	(a) less than 100 beds		31.16	32.95	per shift
	(b) 100 beds and less than 150 beds		50.15	53.03	per shift
2	In Charge of ward/unit	9(i)(b)	31.16	2.95	per shift
3	On Call	9(ii)(a)	27.75	29.35	per 24 hours or part thereof
4	On Call on rostered days off	9(ii)(b)	55.50	58.69	per 24 hours or part thereof
5	On Call During Meal Break	9(ii)(c)	15.02	15.88	per shift
6	Travelling Allowance	9(ii)(d)	0.86	0.91	per km
7	Climatic Allowance	11(i)	5.75	6.08	per week
8	Isolation Allowance	11(ii)	11.13	11.77	per week
9	Expense Allowance for DON's	13			
	less 100 beds		312.49	330.46	per annum
	100 - 299 beds		623.67	659.53	per annum
	300 - 499 beds		936.18	990.01	per annum
	over 500 beds		1249.09	1320.91	per annum
10	Uniforms	16(iii)(a)	8.38	8.86	per week
11	Shoes	16(iii)(a)	2.59	2.74	per week
12	Cardigan or Jacket	16(iii)(b)	2.52	2.66	per week
13	Stockings	16(iii)(c)	4.36	4.61	per week
14	Socks	16(iii)(d)	0.87	0.92	per week
15	Laundry	16(iv)	7.01	7.41	per week
16	Meal on Overtime	18(vi)	12.34	13.05	per week
17	Breakfast	29(i)(c)	4.62	4.89	per week
18	Other Meals	29(i)(c)	8.37	8.85	per week

Table 3- Continuing Education Allowances

Item No.	Brief Description	Clause No.	1/9/2022	1/9/2023	Period
1	RN - Post Graduate Certificate	10(vii)	26.14	27.64	per week
2	RN - Post Grad Diploma/Degree	10(viii)	43.54	46.04	per week
3	RN - asters/Doctorate	10(ix)	52.27	55.28	per week
4	EN - Cert IV	10(x)	17.43	18.43	per week

Table 4 - Monetary Rate for Assistant in Nursing Trainees

Highest Year of Schooling Completed	FFPPOA 1/9/2022 4.6 %	FFPPOA 1/9/2023
Skill Level A - Year 10		
School Leaver	\$377.33	\$392.68
1 year out of school	\$409.20	\$432.73
2 years out of school	\$491.41	\$519.67
3 years out of school	\$572.06	\$604.95
4 years out of school	\$664.84	\$703.07
5 years out of school	\$759.81	\$803.50
Highest Year of Schooling Completed		
Skill Level A - Year 11		

School Leaver	\$409.30	\$432.83
1 year out of school	\$491.41	\$519.67
2 years out of school	\$572.06	\$604.95
3 years out of school	\$664.94	\$703.07
4 years out of school	\$759.92	\$803.62
5 years out of school	\$759.61	\$803.62
Highest Year of Schooling Completed		
Skill Level A - Year 12		
School Leaver	\$491.41	\$519.67
1 year out of school	\$572.06	\$604.95
2 years out of school	\$664.94	\$703.17
3 years out of school	\$759.61	\$803.29
4 years out of school	\$759.61	\$803.29
5 years out of school	\$759.61	\$803.29

Table 5 - Monetary Rates for School Based Traineeships

Year of Schooling - Year 11	FFPPOA 1/9/2022	FFPPOA 1/9/2023
Skill Level 1	\$356.90	\$377.42
Year of Schooling - Year 12		
Skill Level 1	\$409.30	\$432.83

Table 6 - Wages - School Based Traineeships

Year of Schooling - Year 11	FFPPOA 1/9/2022	FFPPOA 1/9/2023
Skill Levels A, B, C	\$248.01	\$262.27
Year of Schooling - Year 12		
Skill Levels A, B, C	\$271.54	\$287.15

7. This variation shall take effect from the beginning of the first full pay period to commence on or after 1 September 2023.

C. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
J. WEBSTER, *Commissioner*

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