



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
10-14 Smith Street, Parramatta, N.S.W.

CONTENTS

Vol. 391, Part 6

6 May 2022

Pages 981 — 1197

		Page
Awards and Determinations —		
Local Government (COVID-19) Splinter (Interim) Award 2022	AIRC	981
Public Hospitals (Medical Superintendents) Award 2021	AIRC	994
Venues NSW Award 2022	AIRC	1019
Crown Employees (Department of Customer Service - SafeWork NSW Inspectors 2007) Reviewed Award	RIRC	1063
Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award	RIRC	1076
Crown Employees (Lord Howe Island Board Salaries and Conditions 2021) Award	RIRC	1087
Crown Employees (NSW Department of Premier and Cabinet) Museum of Applied Arts and Sciences - Casual Guide Lecturers Award	RIRC	1102
Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009	RIRC	1107
Metromix Pty Limited Maxi Concrete Cartage Contract Determination	VCD	1193
Health Employees' (State) Award 2021	VIRC	1195
Enterprise Agreements Approved by the Industrial Relations Commission		1196
		1197

(1933)

SERIAL C9445

LOCAL GOVERNMENT (COVID-19) SPLINTER (INTERIM) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(Case No. 106144 of 2022)

Before Commissioner Sloan

20 April 2022

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
------------	----------------

PART 1 - APPLICATION AND OPERATION

1. Title
2. Commencement and Duration
3. Coverage
4. Industrial Parties
5. Definitions and Interpretation
6. Relationship with the Local Government (State) Award

PART 2 - STATEMENT OF INTENT

7. Intention

PART 3 - DISPUTE RESOLUTION PROCEDURE

8. Grievance and Dispute Procedure

PART 4 - ANTI-DISCRIMINATION

9. Anti-Discrimination

PART 5 - CONDITIONS OF EMPLOYMENT (GENERAL)

10. Operational Flexibility
11. Employees Working from Home
12. Leave for COVID-19 Vaccinations

PART 6 - CLOSE DOWN

13. Duty to Explore Suitable Alternative Duties
14. No Useful Work
15. Savings and Transitional
16. Leave Reserved

SCHEDULE A - EMPLOYERS COVERED BY THIS
AWARD**PART 1 - APPLICATION AND OPERATION****1. Title**

- 1.1 This Award shall be known as the Local Government (COVID-19) Splinter (Interim) Award 2022 ("Award").

2. Commencement and Duration

- 2.1 This Award commences operation on and from 8 April 2022 and shall remain in force until 7 April 2023 (12 months).
- 2.2 This Award ceases to operate on 7 April 2023.

3. Coverage

- 3.1 This Award shall apply to all employers named in Schedule A and to all their employees, except for employees whose positions are identified as senior staff positions pursuant to sections 332 and 334 of the *Local Government Act 1993* (NSW).

4. Industrial Parties

- 4.1 The industrial parties to this Award are:
- (a) Local Government NSW ("LGNSW");
 - (b) Aged and Community Services Australia ("ACSA");
 - (c) New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union ("USU");
 - (d) Local Government Engineers' Association of New South Wales ("LGEA");
 - (e) Development and Environmental Professionals' Association ("depa");
 - (f) Nurses and Midwives' Association of New South Wales ("NSW Nurses");
 - (g) Electrical Trades Union of Australia, New South Wales Branch ("ETU"); and
 - (h) Health Services Union ("HSU").

5. Definitions and Interpretation

- 5.1 In this Award, unless the context requires otherwise:

Award means the Local Government (COVID-19) Splinter (Interim) Award 2022.

COVID-19 means the coronavirus named "COVID-19" by the World Health Organisation (previously known as "2019 novel coronavirus") and the disease it causes.

Job Retention Allowance means the Job Retention Allowance referred to in clause 13 of this Award and which is based on the Band 1/Level 2 rate of pay under the Local Government (State) Award 2020. The allowance may be a weekly amount or an hourly amount depending on the context. The hourly amount is either 1/35th or 1/38th of the weekly amount depending on the ordinary hours of work for the relevant work function at clause 19A of the Local Government (State) Award 2020 for the employee's substantive position.

LG (State) Award means:

- (i) the Broken Hill City Council Consent Award 2018, as varied from time to time, and any award that succeeds the Broken Hill City Council Consent Award 2018;
- (ii) the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award as varied from time to time, and any award that succeeds the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award;
- (iii) the Goldenfields Water County Council Enterprise Award 2020 as varied from time to time, and any award that succeeds the Goldenfields Water County Council Enterprise Award 2020;
- (iv) the Local Government (State) Award 2020, as varied from time to time and any award that succeeds the Local Government (State) Award 2020;
- (v) the Local Government (Electricians) Award, as varied from time to time, and any award that succeeds the Local Government (Electricians) Award;
- (vi) the Local Government, Aged, Disability and Home Care (State) Award, as varied from time to time and any award that succeeds the Local Government, Aged, Disability and Home Care (State) Award;
- (vii) the Nurses' Local Government) Residential Aged Care Consolidated (State) Award 2021, as varied from time to time and any award that succeeds the Nurses' Local Government) Residential Aged Care Consolidated (State) Award 2021;
- (viii) the Riverina Water Council Enterprise Award 2019 as varied from time to time, and any award that succeeds the Riverina Water Council Enterprise Award 2019;
- (ix) the South Sydney City Council Salaried Officers Award 2017 as varied from time to time, and any award that succeeds the South Sydney City Council Salaries Officers Award 2017;
- (x) the South Sydney City Council Wages Staff Award 2017 as varied from time to time, and any award that succeeds the South Sydney City Council Wages Staff Award 2017;
- (xi) the City of Sydney Wages/Salary Award 2017 as varied from time to time, and any award that succeeds The City of Sydney Wages/Salary Award 2017;
- (xii) any enterprise agreement or council agreement made in relation to the abovementioned awards; and/or
- (xiii) the Wollongong City Council Enterprise Agreement 2018 - 2021, and any agreement that succeeds the Wollongong City Council Enterprise Agreement 2018 - 2021.

Local Government (State) Award 2020 means the Local Government (State) Award 2020, as varied from time to time, and any award that succeeds the Local Government (State) Award 2020.

Ordinary pay has the same meaning as under the LG (State) Award.

Salary system rate of pay means the rate of pay an employee is entitled to receive under their employer's salary system in recognition of the skills the employee is required to apply on the job.

Senior staff has the same meaning as under the Local Government Act 1993 (NSW) and includes the general manager of the Council and the holder of all other positions identified in the employer's organisation structure as senior staff positions.

Suitable alternative duties include:

- duties that are within the limits of an employee's skill, competence and training; and/or

- duties, whether the same or different, that have a different span of ordinary hours, different spread of ordinary hours, or different commencement and/or finishing times that are reasonable and which take into consideration carers or family responsibilities, provided that employees make genuine efforts to make themselves available; and/or
- duties that involve working a different number of hours per day or week; and/or
- training, including training in areas unrelated to an employee's substantive role.

Union means any one or more of the following organisations:

- New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union ("USU");
- Local Government Engineers' Association of New South Wales ("LGEA");
- Development and Environmental Professionals' Association ("depa");
- Nurses and Midwives' Association of New South Wales ("NSW Nurses");
- Electrical Trades Union of Australia, New South Wales Branch ("ETU"); and
- Health Services Union ("HSU").

6. Relationship with the Local Government (State) Award

- 6.1 This Award is to be read and interpreted in conjunction with the LG (State) Award.
- 6.2 Where there is any inconsistency between this Award and the LG (State) Award, this Award shall prevail to the extent of the inconsistency.
- 6.3 Where this Award is silent, the LG (State) Award shall apply (where applicable).

PART 2 - STATEMENT OF INTENT

7. Intention

- 7.1 This Award puts in place special interim arrangements in response to the COVID-19 pandemic.
- 7.2 Where this Award provides an employer with additional rights which, if exercised by the employer, would result in employees being worse off under this Award than they would be under the LG (State) Award or another applicable industrial instrument(s), those rights may only be exercised as a result of an Order from the State or Commonwealth Government related to COVID-19 responses and for no other reason.
- 7.3 Nothing in this Award prevents changes to working arrangements provided elsewhere under the LG (State) Award (in accordance with the relevant award provisions), including but not limited to the following clauses which are currently identified in the Local Government (State) Award 2020 at subclause 16(x) [Travelling Allowance]; clause 19D [Facilitative Provisions]; clause 23 [Flexibility for Work and Family Responsibilities]; clause 24 [Phased Retirement]; and clause 28 [Job Share Employment].
- 7.4 This Award shall not set any precedent in relation to award entitlements after its expiry.

PART 3 - DISPUTE RESOLUTION PROCEDURE

8. Grievance and Dispute Procedure

- 8.1 Clause 36 [Grievance and Dispute Procedures] of the Local Government (State) Award 2020 shall apply.

PART 4 - ANTI-DISCRIMINATION

9. Anti-Discrimination

- 9.1 Clause 3 [Anti-Discrimination] of the Local Government (State) Award 2020 shall apply.

PART 5 - CONDITIONS OF EMPLOYMENT (GENERAL)

10. Operational Flexibility

- 10.1 The employer may, due to COVID-19, direct an employee to carry out suitable alternative duties, provided that such a direction shall not be unreasonable having regard to the employee's personal circumstances including any family and carer responsibilities.
- 10.2 Where, due to COVID-19, an employee is directed to perform suitable alternative duties, the employee, when performing the suitable alternative duties:
- (a) shall be paid the salary system rate of pay that recognises the skills the employee is required to apply to those duties, provided that the employee shall not suffer a reduction in the salary system rate of pay for their substantive position;
 - (b) shall be entitled to allowances, weekend penalties and shift penalties under the LG (State) Award which are applicable to the suitable alternative duties; and
 - (c) is not entitled to allowances, weekend penalties and shift penalties under the LG (State) Award which are not applicable to the suitable alternative duties.
- 10.3 An employer and an employee may agree to the employee taking their accrued annual leave at half pay through a combination of paid annual leave and leave without pay. Agreement to a combination of paid annual leave and leave without pay shall not be unreasonably refused.
- 10.4 An employee (other than a casual) with less than five (5) years' service may, with the consent of the employer, take long service leave in advance.

11. Employees Working from Home

Spread of Ordinary Hours

- 11.1 Where working from home under this Award, an employee shall not be entitled to shift or weekend penalties, unless directed to work outside their ordinary spread or span of hours.
- 11.2 Ordinary hours of work shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.

Home Internet and Home Computer Related Expenses

- 11.3 Employees working from home (due to COVID-19) shall not be entitled to a reimbursement of home internet and/or home computer related expenses, provided that an employer shall not unreasonably refuse to reimburse an employee for such expenses where exceptional circumstances exist and the employee obtains the employer's prior approval before incurring the expense.

- 11.4 Claims for other out-of-pocket expenses (e.g. stationery) shall be processed in accordance with subclause 16(viii) [Expenses] of the LG (State) Award and applicable policies of the employer.
- 11.5 The employer may require proof to justify payments under this clause.

12. Leave for Covid-19 Vaccinations

- 12.1 Employees shall be entitled to leave, without loss of pay, for the time reasonably required to receive a Therapeutic Goods Administration approved vaccination for COVID-19.
- 12.2 The employer may require proof to justify payments under this clause.

PART 6 - CLOSE DOWN

13. Duty to Explore Suitable Alternative Duties

- 13.1 Where, due to COVID-19, employees are unable to perform their normal duties at their normal place of work, the employer shall:
- (a) explore opportunities for the affected employees to work from home or from another location; and/or
 - (b) provide the employees with suitable alternative duties where available; and
 - (c) regularly review these arrangements.
- 13.2 Where an employee can perform their work duties from home or from another location and/or suitable alternative duties are available, and the employee unreasonably refuses to perform such duties, the employee shall not be entitled to the paid COVID-19 special leave and Job Retention Allowance provided at clause 14 of this Award. For this subclause to apply, the employee must have received prior written notice of the consequences of unreasonably refusing to perform their work duties from home or from another location and/or from performing suitable alternative duties.

14. No Useful Work

- 14.1 This clause applies to permanent full-time employees and permanent part-time employees only.
- 14.2 Where, due to COVID-19, the employer has no useful work for employees, the employer may temporarily stand down (or partially stand down) the employees, subject to the following:

Stage 1 - Paid COVID-19 Special Leave, up to four (4) weeks

- 14.3 Subject to subclause 14.4, an employee who is stood down (or partially stood down) under subclause
- 14.2 shall be entitled to paid COVID-19 special leave at their salary system rate of pay for four (4) weeks or until the employer is able to provide the employee with useful work, whichever occurs first.
- 14.4 Effective from the operative date of the Award applying to the employer the amount of paid COVID-19 special leave that an employee is entitled to receive under subclause 14.3 may be absorbed by up to two (2) weeks of paid special leave already received by the employee from the employer in relation to COVID-19 since 8 April 2022.

Example:

Susan is a swimming school instructor.

Arising from Public Health (COVID-19 Restrictions on Gathering and Movement) Order 2020, the pool where Susan works was required to close. As a result, Susan's employer was unable to provide her with useful work and provided her with two (2) weeks paid special leave in May 2021 (after 8 April 2021).

No suitable alternative duties are available, and the employer has now decided to temporarily stand Susan down.

As Susan has already received two (2) weeks paid special leave in relation to COVID-19 since 8 April 2021, she is entitled to two (2) weeks paid COVID-19 special leave (instead of four (4) weeks paid COVID-19 special leave).

14.5 Paid COVID-19 special leave under subclauses 14.3 and 14.4 may be taken:

- (a) in one continuous period; or
- (b) two or more separate periods.

14.6 Where an employee is only partially stood down (i.e. working reduced hours or reduced days) paid COVID-19 special leave shall be calculated on a pro-rata basis and is only payable on the hours that the employee is stood down from work.

14.7 Employees may be recalled back to work by the employer during paid COVID-19 special leave by the giving 24 hours' notice or such shorter period of notice as may be agreed.

14.8 Part-time employees shall be entitled to paid COVID-19 special leave on a pro-rata basis according to the regular number of hours worked.

14.9 Paid COVID-19 special leave shall be regarded as service for the purposes of computing entitlements under the LG (State) Award. Paid COVID-19 special leave shall also be regarded as ordinary time earnings (OTE) for the purposes of superannuation guarantee contributions.

Stage 2 - Job Retention Allowance, up to 13 weeks (3 months)

14.10 An employee who remains stood down (or partially stood down) under subclause 14.2 and who has exhausted their entitlement to paid COVID-19 special leave under subclauses 14.3 or 14.4 and who has accrued annual leave balance not exceeding four (4) weeks, shall be paid a Job Retention Allowance at the Band 1/Level 2 rate of pay under the Local Government (State) Award 2020 for thirteen (13) weeks or until the employer is able to provide the employee with useful work, whichever occurs first. Provided that where a Junior, Trainee or Apprentice employee's regular ordinary rate of pay is less than the Band 1/Level 2 rate of pay under the Local Government (State) Award 2020, the amount to be paid as the Job Retention Allowance shall be the employee's ordinary rate of pay instead of the Band 1/Level 2 rate of pay under the Local Government (State) Award 2020.

14.11 The Job Retention Allowance under subclause 14.10 may be taken:

- (a) in one continuous period; or
- (b) two or more periods that together are not more than thirteen (13) weeks in the aggregate.

14.12 Employees may supplement payment of the Job Retention Allowance under this Award by applying to take accrued annual leave or long service leave (including long service leave under 10.4 with the consent of the employer) at the same time.

Example:

Anthony earns approximately \$2,000/week (\$400/day).

Anthony is entitled to the Job Retention Allowance (\$888.50/week as at 8 April 2022) and has accrued annual and long service leave available for use.

In addition to receiving the Job Retention Allowance (\$888.50/week as at 8 April 2022), Anthony can apply to take 3 days accrued leave per week, which would bring his weekly earnings to approximately \$2,088.50/week.

14.13 Where an employee is only partially stood down (i.e. working reduced hours or reduced days) the Job Retention Allowance shall be calculated on a pro-rata basis and is only payable on the hours that the employee is stood down from work.

14.14

- (a) Employees may be recalled back to work by the employer during the period that they are receiving the Job Retention Allowance by the giving of 24 hours' notice or such shorter period of notice as may be agreed.
- (b) An employee that is temporarily recalled back to work under this subclause to perform their normal duties shall be paid in accordance with the LG (State) Award for the time so recalled.
- (c) An employee that is temporarily recalled back to work under this subclause to perform suitable alternative duties shall be paid in accordance with subclause 10.2 of this Award for the time so recalled.

14.15 Part-time employees shall receive the Job Retention Allowance on a pro-rata basis according to the regular number of hours worked.

14.16 An employee who is directed to take excess accrued annual leave and/or long service leave pursuant to the LG (State) Award shall not be entitled to the Job Retention Allowance whilst on such directed leave.

14.17 Subject to subclause 14.18, where an employee is receiving the Job Retention Allowance and is not working, such period shall not be regarded as service for the purposes of computing entitlements under the LG (State) Award.

14.18 Periods of paid annual leave and long service leave count as service for the purposes of computing leave entitlements under the LG (State) Award and as ordinary time earnings (OTE) for the purposes of superannuation guarantee contributions.

14.19 The Job Retention Allowance is not ordinary time earnings (OTE) for the purposes of superannuation guarantee contributions.

Stage 3 - Leave without pay

14.20 An employee who remains stood down under subclause 14.2 and who has exhausted their entitlements to paid COVID-19 special leave under subclauses 14.3 or 14.4 and the Job Retention Allowance under subclause 14.10 shall be placed on leave without pay until the employer is able to provide the employee with useful work, provided that if the employee has accrued annual leave or long service leave available they may take that leave (including long service leave under subclause 10.4, with the consent of the employer).

14.21 If an employee is stood down and placed on leave without pay by an employer as a direct or indirect result of the COVID-19 pandemic:

- (a) the service of the employee with the employer is, despite that break, taken to be continuous service, and

- (b) the employee continues to accrue annual leave and long service leave while stood down without pay.

15. Savings and Transitional

- 15.1 Nothing in this Award limits the employer's right to direct employees to take accrued annual leave and/or long service leave in accordance with the provisions of the LG (State) Award.
- 15.2 Nothing in this Award prevents the employer from providing additional benefits to employees to help mitigate the adverse effects of COVID-19 on employees.
- 15.3 If, after the commencement of this Award, an employer receives new or additional State and/or Commonwealth Government funding in relation to COVID-19, the employer shall take such funding into consideration when deciding whether to extend the benefits provided by this Award or to provide additional benefits to mitigate the adverse effects of COVID-19 on employees.

16. Leave Reserved

- 16.1 Nothing in this Award limits the employer's right to direct employees to take accrued annual leave and/or long service leave in accordance with the provisions of the LG (State) Award.
- 16.2 Leave is reserved for the Parties to the Award to apply to vary this Award and/or access the Industrial Relations Commission of New South Wales should a State or Commonwealth Government assistance/funding package related to COVID 19 be provided to Employers and/or Employees.

SCHEDULE A-EMPLOYERS COVERED BY THIS AWARD

- A.1 The employers listed in Table 1 below are the employers covered by this Award, as provided by subclause 3.1.

Table 1 - Employers covered by the Award, and operative date of subclause 14.4

Column A (Subclause 14.4 operates on and from 8 April 2022)	Column B (Subclause 14.4 operates on and from ...)	Column C (Subclause 14.4 operates on and from ...)	Column D (Subclause 14.4 operates on and from ...)
Albury City Council			
Armidale Regional Council			
Ballina Shire Council			
Bathurst Regional Council			
Bayside Council			
Bega Valley Shire Council			
Bellingen Shire Council			
Berrigan Shire Council			
Blacktown City Council			
Bland Shire Council			
Blayney Shire Council			
Blue Mountains City Council			
Bogan Shire Council			
Bourke Shire Council			
Brewarrina Shire Council			
Broken Hill City Council			

Column A (Subclause 14.4 operates on and from 8 April 2022)	Column B (Subclause 14.4 operates on and from ...)	Column C (Subclause 14.4 operates on and from ...)	Column D (Subclause 14.4 operates on and from ...)
Burwood Council			
Byron Shire Council			
Cabonne Council			
Camden Council			
Campbelltown City Council			
Canada Bay City Council			
Canterbury Bankstown Council			
Carrathool Shire Council			
Castlereagh Macquarie County Council			
Central Coast Council			
Central Darling Shire Council			
Central Tablelands Water County Council			
Cessnock City Council			
City of Lithgow Council			
City of Parramatta Council			
City of Ryde Council			
City of Sydney Council			
Clarence Valley Council			
Cobar Shire Council			
Coffs Harbour City Council			
Coonamble Shire Council			
Cootamundra-Gundagai Regional Council			
Cowra Shire Council			
Cumberland City Council			
Dubbo Regional Council			
Dungog Shire Council			
Edward River Council			
Fairfield City Council			
Federation Council			
Georges River Council			
Gilgandra Shire Council			
Glenn Innes Severn Council			
Goldenfields Water County Council			
Greater Hume Shire Council			

Column A (Subclause 14.4 operates on and from 8 April 2022)	Column B (Subclause 14.4 operates on and from ...)	Column C (Subclause 14.4 operates on and from ...)	Column D (Subclause 14.4 operates on and from ...)
Griffith City Council			
Gunnedah Shire Council			
Gwydir Shire Council			
Hawkesbury City Council			
Hawkesbury River County Council			
Hay Shire Council			
Hilltops Council			
Hornsby Shire Council			
Inner West Council			
Inverell Shire Council			
Junee Shire Council			
Kempsey Shire Council			
Ku-ring-gai Council			
Lachlan Shire Council			
Lane Cove Municipal Council			
Leeton Shire Council			
Lismore City Council			
Liverpool City Council			
Liverpool Plains Shire Council			
Lockhart Shire Council			
Maitland City Council			
Mid-Coast Council			
Moree Plains Shire Council			
Mosman City Council			
Murray River Council			
Murrumbidgee Council			
Muswellbrook Shire Council			
Nambucca Valley Council			
Narrabri Shire Council			
Narrandera Shire Council			
Narromine Shire Council			
Newcastle City Council			
North Sydney Council			
Northern Beaches Council			
Oberon Council			
Orange City Council			
Parkes Shire Council			
Penrith City Council			

Column A (Subclause 14.4 operates on and from 8 April 2022)	Column B (Subclause 14.4 operates on and from ...)	Column C (Subclause 14.4 operates on and from ...)	Column D (Subclause 14.4 operates on and from ...)
Port Macquarie Hastings Council			
Port Stephens Council			
Queanbeyan-Palerang Regional Council			
Randwick City Council			
Regional Council			
Riverina Water County Council			
Rous County Council			
Shellharbour City Council			
Shoalhaven City Council			
Singleton Council			
Snowy Monaro Regional Council			
Snowy Valleys Council			
Sutherland Shire Council			
Sutherland Shire Council			
Tamworth Regional Council			
Temora Shire Council			
Tenterfield Shire Council			
The Council of the Municipality of Hunters Hill			
The Council of the Municipality of Kiama			
The Hills Shire Council			
Tweed Shire Council			
Upper Hunter Shire Council			
Upper Lachlan Shire Council			
Uralla Shire Council			
Wagga Wagga City Council			
Walcha Council			
Walgett Shire Council			
Warren Shire Council			
Warrumbungle Shire Council			
Waverley Council			
Weddin Shire Council			
Wentworth Shire Council			
Willoughby City Council			

Column A (Subclause 14.4 operates on and from 8 April 2022)	Column B (Subclause 14.4 operates on and from ...)	Column C (Subclause 14.4 operates on and from ...)	Column D (Subclause 14.4 operates on and from ...)
Wingecarribee Shire Council			
Wollondilly Shire Council			
Wollongong City Council			
Woollahra Municipal Council			
Yass Valley Council			

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS (MEDICAL SUPERINTENDENTS) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 187597 of 2021)

Before Chief Commissioner Constant

22 July 2021

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

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Grading Committee
4.	Annual Leave
5.	Sick Leave
6.	Maternity, Adoption and Parental Leave
6A.	Lactation Breaks
7.	Public Holidays
8.	Long Service Leave
9.	Higher Grade Duty
10.	Payment and Particulars of Salaries
11.	Settlement of Disputes
12.	Anti-Discrimination
13.	Mobility, Excess Fares and Travelling
14.	Family and Community Services Leave and Personal/Carer's Leave
14A.	Family Violence Leave
15.	Labour Flexibility
16.	Termination of Employment
17.	Salary Packaging
18.	Reasonable Hours
19.	Salary Sacrifice to Superannuation
20.	No Extra Claims
21.	Area, Incidence and Duration

PART A**1. Definitions**

"Award" means Public Hospitals (Medical Superintendents) Award 2021.

"Secretary" means the Secretary of the Ministry of Health.

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

"Health Service" means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Higher Medical Qualification" means such qualification obtained by a medical practitioner subsequent to graduation and includes:

- (a) post-graduate University degrees and diplomas recognised by the Medical Board of Australia as qualifications; or
- (b) membership or fellowship of the Royal College or Royal Australian College of Physicians or Fellowship of the Royal College or Royal Australasian College of Surgeons or membership or fellowship of the Royal College of Obstetricians and Gynaecologists; or Fellowship of the Australian College of Medical Administrators;
- (c) such other post-graduate qualification recognised by the Medical Board of Australia and acceptable to the Ministry of Health.

"Hospital" means a public hospital as defined under s.15 of the *Health Services Act 1997*.

"Officer" means a person who is a registered medical practitioner and who is employed as a Chief Executive Officer, Deputy Chief Executive Officer, Medical Superintendent, Deputy Medical Superintendent, Assistant Medical Superintendent or Clinical Superintendent in a position as such by the employer.

"Service" unless the context otherwise indicates or requires, means service before or and/or after the commencement of this Award with the employer.

"Union" means the Health Services Union NSW and the Australian Salaried Medical Officers' Federation (New South Wales).

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

2. Salaries

Salaries for Medical Superintendents shall be as set out in the Health Professional and Medical Salaries (State) Award.

3. Grading Committee

A Committee consisting of up to three representatives of the employer and up to three representatives of the Union shall be constituted to consider and recommend to the Industrial Commission of New South Wales upon application by the Union or the employer:

- (i) The grading of any new position or any variation of grading of a position as a result of any substantial change in duties and/or responsibilities; and
- (ii) the date of the effect of the grading recommended. Provided that -
 - (a) an officer shall, whilst the grading of his/her position is under consideration, be ineligible to be a member of the Committee;
 - (b) the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
 - (c) where a retrospective date of effect is recommended such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

4. Annual Leave

- (i) Annual leave shall accrue at the rate of five calendar weeks per annum.
- (ii) Annual leave shall not accrue beyond ten calendar weeks without the approval of the employer.

- (iii) Such annual leave shall be taken by officers at mutually convenient times as arranged with the employer.
- (iv) The employer shall pay each officer in advance before the commencement of any period of annual leave his ordinary pay for the period of the leave.
- (v) Where any special or public holiday for which the officer is entitled to payment under this Award or under any Act or under his contract of employment occurs during any period of annual leave taken by an officer, the holiday shall not be reckoned as a deduction from the officer's annual leave entitlement.
- (vi) Annual leave for a period of accrual of less than twelve months shall accrue on a proportionate basis at the rate of five calendar weeks per annum.
- (vii) Where the employment of an officer who has become entitled to a period of annual leave is terminated or the officer resigns, the due period of annual leave shall be deemed to be taken from the date of termination or resignation and the employer shall forthwith pay to the officer, in addition to all other amounts due to him, his ordinary pay for the period of annual leave.

NOTATION: The conditions under when the annual leave loading shall be paid to officers are the same as generally applied through circulars issued by the Ministry of Health.

- (viii) The provisions of subclause 4(i) above entitle Medical Superintendents to paid annual leave additional to that available under clause 3(1)(b) of the *Annual Holidays Act 1944*, which is four weeks paid leave per annum. A Medical Superintendent entitled to such additional paid annual leave can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking the additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.

5. Sick Leave

An officer shall be entitled to ten days per year for each year of continuous service less any sick leave on full pay already taken, subject to the following conditions:

- (a) The employer may require the sickness to be certified to by a legally qualified medical practitioner approved by the employer or may require other satisfactory evidence thereof.
- (b) An officer shall not be entitled to sick leave until after three months' continuous service.
- (c) An officer shall not be entitled to sick leave on full pay for any period in respect of which such officer is entitled to accident pay or workers' compensation.

Provided, however, that where an officer is not in receipt of accident pay, the employer shall pay to an officer, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The officer's sick leave entitlements under this clause shall, for each week during which such difference is paid, be reduced by that proportion of hours which the difference paid bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

- (d) For the purpose of this clause "service" means service in any of the positions covered by this Award provided that any person who was employed by the employer immediately prior to becoming an officer in any position covered by this Award shall be entitled to add to his or her service under this Award the service that he or she has had under any other award or agreement covering his/her employment with the employer; provided that officers who are employed at the date of commencement of this Award shall retain to their credit until exhausted, any accumulation of sick leave to their credit immediately prior to such date; and provided further that such credit is not less than the entitlement otherwise prescribed by this clause.

- (e) The employer shall not terminate the services of an employee, except on the grounds of misconduct, during the currency of any period of paid sick leave unless an agreed independent registered medical practitioner certifies that an employee is fit to continue in employment and the employee refuses to resume duty.

If a dispute arises as to whether an employee is fit to continue in employment, such dispute shall be referred to a Disputes Committee.

6. Maternity, Adoption and Parental Leave

A. Maternity Leave

- (i) Eligibility for Paid Maternity Leave

To be eligible for paid maternity leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless -

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act (NSW) 1987* as varied from time to time.

- (ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public service department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the *Government Sector Employment Act 2013*, as varied from time to time, will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

- (iii) Entitlement to Paid Maternity Leave

An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

(iv) Unpaid Maternity Leave

(a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(vi) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vii) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(viii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has

completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(ix) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 70 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(xi) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xiii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under paragraph (iv)(a) of Part A, of this clause or paragraph (i)(b) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under paragraph (i)(c) of Part D, of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under paragraph (i)(c) of Part D, of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B. Adoption Leave

(i) Eligibility

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part-time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Worker's Compensation Act (NSW) 1987* as varied from time to time.

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iv) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Staffing Provisions

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(viii) Right to Return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

To be eligible for parental leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless -

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act (NSW) 1987* as varied from time to time.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in paragraph (i)(a) of Part D, Right to Request, of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

(vii) Right to Return to Previous Position

As per maternity leave conditions.

D. Right to Request

(i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

- (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
- (b) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
- (c) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

(iii) The employee's request and the employer's decision made under paragraphs (i)(b) and (c) must be recorded in writing.

(iv) Where an employee wishes to make a request under paragraph (i)(c):

- (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
- (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
- (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.
- (d) employees who return from leave under this arrangement remain full time employees. Therefore, the payment of any part time allowance to such employees does not arise.

E. Communication During Leave

(i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
 - (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

NOTE:

- (a) The entitlement to maternity, adoption and parental leave for part-time employees who receive an adjusted hourly rate, along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or Determination under the *Health Services Act 1997*.
- (b) Where a casual employee is entitled to parental leave under the *Industrial Relations Act 1996*, the following provisions shall also apply in addition to those set out in the Act.

An employer must not fail to re-engage a casual employee because:

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

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

- (c) Part time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D, Right to Request and Part E, Communication During Leave, of this clause.
- (d) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

6A. Lactation Breaks

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (ii) A full time employee or a part time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.

- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the Award.

7. Public Holidays

No deduction shall be made from the salary of an officer for any public or statutory holidays on which he/she is not required to work. For the purpose of this clause, the following shall be deemed public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, and such other public holidays as may be proclaimed throughout the State of New South Wales or for any district therein which an officer is employed.

8. Long Service Leave

- (i)
 - (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years' service.

Employees with at least seven years service and less than 10 years' service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (i)
 - (b) Where the services of an employee with at least five years' service and less than seven years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. Where the services of an employee with at least 10 years' service are terminated by the employer or by the employee, he/she shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years service.

- (ii) For the purposes of subclause (i) of this clause:
 - (a) service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service shall be determined in accordance with the provisions of Section 7 of the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended from time to time.
 - (b) Broken periods of service in one or more hospitals shall count as service subject to the following:
 - (1) where an officer, after ceasing employment with the employer is re-employed by the employer subsequent to the 1st July 1974, any service of that officer before he/she was so

- re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed;
- (2) an officer employed in a hospital at the 1st July 1974, and who was entitled to count broken service under the provisions of the Award in force prior thereto shall be entitled to count such broken service prior to the 1st July 1974.
- (c) Service shall not include -
- (1) any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 July 1974;
- (2) any period of part-time service, except permanent part-time service.
- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:
- (a) on full pay;
- (b) on half pay; or
- (c) on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
- (a) a period of leave on full pay - the number of days so taken;
- (b) a period of leave on half pay - half the number of days so taken; or
- (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination unless the employee transfers his/her leave entitlement in accordance with Section 7 of NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended from time to time.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (viii) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the 1st July 1974, may have accrued or may be accruing to an officer and shall apply only to persons in the employ of the employer on or after the 1st July 1974. Where an officer has been granted long service leave or has been paid its monetary value prior to the 1st July 1974, the employer shall be entitled to debit such leave against any leave to which the officer may be entitled pursuant to this clause.

9. Higher Grade Duty

An officer who is called upon to relieve continuously in a higher classification for five working days or more and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification shall be entitled to receive the minimum salary of such higher classification for all such periods of relief.

10. Payment and Particulars of Salary

- (i) All salaries and other payments shall be paid fortnightly.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (iii) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
- (a) Underpayment
- (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
- (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
- (b) Overpayment
- (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.

- (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
- (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subparagraph (b)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subparagraph (b)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

11. Settlement of Disputes

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Chief Executive Officer of the Health Service or establishment or his/her nominee, who will arrange for the matter to be discussed with the employees concerned and a local representative or representatives of the Union.
- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Secretary and the Head Office of the Union. The dispute will then be dealt with pursuant to subclause (v) of this clause.
- (iii) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (iv) The Union reserves the right to vary this procedure where it is considered a safety factor is involved.
- (v) With a view to an amicable and speedy settlement, all disputes that firstly cannot be settled in accordance with subclauses (i) and (ii) of this clause may be submitted to a committee consisting of not more than six members, with equal representatives of the Secretary and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer of the Health Service and the Union respectively with such recommendation as it may think right and, in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.
- (vi) This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

12. Anti-Discrimination

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

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

13. Mobility, Excess Fares and Travelling

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
 - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time by the Crown Employees (Public Service Conditions of Employment) Award.
- (iii)
 - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the Union prior to notice of changed accustomed place of work being given.

- (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
 - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
 - (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Ministry of Health which will discuss the matter with the Union and will determine the date upon which notice will be given to employee(s).
- (iv)
- (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
 - (b) If a reliever incurs fares in excess of *\$5 per day in travelling to and from the relief site, the excess shall be reimbursed.
 - (c) Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of *\$5 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by the Crown Employees (Public Service Conditions of Employment) Award, less *\$5.
- This \$5 shall be reviewed annually by the employer.
- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.
 - (vi) Travel, to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

14. Family and Community Services Leave and Personal/Carers' Leave

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the Health Industry Status of Employment (State) Award are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

- (i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS leave:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

- (b) The employer may grant FACS leave to an employee:
- (1) to provide care and/or support for sick members of the employee's relatives or household; or
 - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
 - (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
 - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (ii) FACS leave replaces compassionate leave.
- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

- (iv) FACS Leave - entitlement
- (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:
- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
 - (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,
- whichever method provides the greater entitlement.
- (b) For the purposes of calculating entitlements under (iv)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7 hour shift, the employee would be debited 7 hours of FACS leave.

Example C: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to

calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift e.g., of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

- (v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in paragraph (i)(a) of Part A of this clause.

- (vi) Use of other leave entitlements

The employer may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

B. Personal/Carer's Leave

- (i) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

- (ii) Use of sick leave to care for the person concerned - entitlement
- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
 - (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave 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 available under (b) above, sick leave untaken 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) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in paragraph (c) above.
 - (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration that the illness of the person concerned is such as to require care by another person.
 - (f) The employee 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.
 - (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (b) long service leave; or
- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B. of this clause.

(iv) Use of make-up time

An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities and works those hours at another time.

C. Entitlements for Casual Employees

(i) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in paragraph (i)(a) of Part A, of this clause.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

(ii) Personal carers entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (ii)(e) - (h) of Part B of this clause 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 (i) of Part B 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.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

14a. Family Violence Leave

- (i) For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007* as varied from time to time. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.

- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

15. Labour Flexibility

- (i) The employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by the employer pursuant to subclause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of higher duties allowances shall apply in such circumstances.

16. Termination of Employment

Employment may be terminated only by four weeks' notice given in writing either by the employer or the officer at any time during the week or by payment or forfeiture of four weeks' salary as the case may be, provided that the officer and the employer may agree to a lesser period of notice. Nothing in this clause shall prevent the summary dismissal of an officer for misconduct or neglect of duty.

17. Salary Packaging

- (i) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Policy Directive PD 2018_044 *Salary Packaging*, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.

- (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the Award salary as specified in clause 2. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but, will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the NSW Health Policy Directive PD2018_044 *Salary Packaging*, as varied from time to time.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Policy Directive PD 2018_044 *Salary Packaging* as amended from time to time.

18. Reasonable Hours

- (i) Subject to subclause (ii) the employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the Award.
- (ii) 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.
- (iii) For the purposes of subclause (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety.
 - (b) The employee's personal circumstances including any family and carer responsibilities.

- (c) The needs of the workplace or enterprise.
- (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) Any other relevant matter.

19. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 2. Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 17, Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause, 'superannuable salary' means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, Act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause of the relevant award in the absence of any salary sacrifice to superannuation made under this Award.
- (iv) The employee may elect to have the specified amount 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 employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) 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 employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) above, the employer will continue to base contributions to that fund on the salary payable under clause 2, Salaries, of the Award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

20. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

21. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2021 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospitals (Medical Superintendents) Award 2019 published 24 January 2020 (386 I.G. 319) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

(1924)

SERIAL C9401**VENUES NSW AWARD 2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Venues NSW.

(Case No. 45962 of 2022)

Before Commissioner Sloan

24 February 2022

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties to the Award
4.	No Extra Claims
5.	Application/Coverage/Scope
6.	Period of Operation
7.	Statement of Intent
8.	Terms of Engagement
9.	Casual Employment
10.	Part-Time Employment
11.	Classifications
12.	Apprentices
13.	School Based Apprentices
14.	Rates of Pay
15.	Annualised Salary
16.	Payment of Wages
17.	Allowance for Temporary Assignments to Higher Non-Executive Roles
18.	First Aid Allowance
19.	Allowance Payable for Use of Private Motor Vehicle
20.	Damage to Private Motor Vehicle Used for Work
21.	Overseas Travel
22.	Compensation for Damage to Or Loss of Employee's Personal Property
23.	Lactation Breaks
24.	Extended Leave
25.	Absence from Work
26.	Hours of Work
27.	Rosters - Ongoing and Temporary Employees
28.	Rostered Days Off
29.	Meal Breaks and Allowances
30.	Variation of Hours
31.	Natural Emergencies and Major Transport Disruptions
32.	Public Holidays
33.	Overtime - General
34.	Recall to Duty
35.	Overtime Meal Breaks
36.	Overtime Meal Allowances
37.	Payment for Overtime and Time Off In Lieu
38.	On-Call (Stand-By) and On-Call Allowance
39.	Uniforms and Protective Clothing

40. Leave Without Pay
41. Recreation Leave
42. Annual Leave Loading
43. Family and Community Services Leave
44. Military Leave
45. Observance of Essential Religious or Cultural Obligations
46. Parental Leave
47. Sick Leave
48. Sick Leave Requirements for Evidence of Illness
49. Sick Leave to Care for a Family Member
50. Sick Leave - Workers Compensation
51. Sick Leave - Claims other than Workers Compensation
52. Special Leave
53. Leave for matters arising from Domestic Violence
54. Disputes Procedure
55. Anti-Discrimination
56. Trade Union Activities regarded as on Duty
57. Trade Union Activities regarded as Special Leave
58. Trade Union Training Courses
59. Conditions Applying to on Loan Arrangements
60. Period of Notice for Trade Union Activities
61. Access to Facilities by Trade Union Delegates
62. Responsibilities of the Trade Union Delegate
63. Responsibilities of the Trade Union
64. Responsibilities of Workplace Management
65. Right of Entry Provisions
66. Travelling and other Costs of Trade Union Delegates
67. Industrial Action
68. Consultation and Technological Change
69. Deduction of Trade Union Membership Fees
70. Review of Allowances Payable in Terms of this Award

Annexure A - Salaries

Annexure B - Allowances

Annexure C - Classification Standards

1. Title

- 1.1 This award will be known as the Venues NSW Award 2022.

2. Definitions

- 2.1 Agency Head - means the Chief Executive Officer of Venues NSW.
- 2.2 Act - means the *Government Sector Employment Act 2013*.
- 2.3 Agency - means the Venues NSW Staff Agency.
- 2.4 Union - means the Public Service Association and Professional Officers' Association Amalgamated Union of NSW.

3. Parties to the Award

The parties to this award are:

- 3.1 Venues NSW;

- 3.2 The Venues NSW Staff Agency;
- 3.3 The Industrial Relations Secretary; and
- 3.4 The Public Service Association and Professional Officers' Association Amalgamated Union of NSW.

4. No Extra Claims

- 4.1 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.
- 4.2 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.

5. Application/Coverage/Scope

- 5.1 The provisions of this award will apply to ongoing employees, temporary employees and casual employees (as specified in the award) as defined in the *Government Sector Employment Act 2013*, employed to exercise the functions of Venues NSW at all Venues NSW facilities, that were managed by Venues NSW pursuant to the *Sporting Venues Authority Act 2008* as at 30 November 2020, excluding the WIN Sports and Entertainment Centre.
- 5.2 At the time of making of this Award, no employee will suffer a reduction of their rate of pay or diminution in their conditions of employment as a consequence of the making of this Award.
- 5.3 The award stands alone. All other agreements and awards are excluded from having any application to employees covered by this Award as specified in cl. 5.1.

6. Period of Operation

- 6.1 This instrument will operate from 23 January 2022 and remain in force for a period of one (1) year and rescinds and replaces the Venues NSW Award 2020 published 29 May 2020 (Vol. 388 I.G. 802), and any variation thereof.

7. Statement of Intent

- 7.1 Venues NSW and employees each recognise that the work practices that were used in the past may not be consistent with the current and future needs of Venues NSW and with work practices across the venue management industry. It is therefore important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of Venues NSW and provide consistent, fair and equitable working conditions to its employees.

8. Terms of Engagement

- 8.1 Employees under this award will be engaged pursuant to the *Government Sector Employment Act 2013* as ongoing employees and temporary employees on a full-time or part-time basis, or as casual employees.

9. Casual Employment

- 9.1 This clause applies to casual employees allocated to Venues NSW facilities as specified in subclause 5.1.
- 9.2 Hours of Work
 - 9.2.1 A casual employee is engaged and paid on an hourly basis.

- 9.2.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
- 9.2.3 A casual employee will not work more than 12 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 12 hours, except where longer periods are required by the usual work pattern of the role.
- 9.3 Rate of Pay
- 9.3.1 Casual employees will be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:
- Annual salary divided by 52.17857 divided by the ordinary weekly hours of the classification.
- 9.3.2 Casual employees will be paid a loading on the appropriate ordinary hourly rate of pay of:
- 15%
- 9.3.3 Casual employees will also receive a 1/12th loading on the appropriate ordinary hourly rate of pay in lieu of annual leave.
- 9.3.4 The loading specified in paragraph 9.3.2 of this subclause is in recognition of the casual nature of the employment and compensates the employee for all leave, other than annual leave and long service leave, and all incidences of employment, except overtime.
- 9.4 Overtime
- 9.4.1 Casual employees will be paid overtime for work performed:
- (a) In excess of 12 consecutive hours (excluding meal breaks) except where required by the usual work pattern of the role; or
 - (b) In excess of the daily roster pattern applicable for the particular class of work; or
 - (c) In excess of the standard weekly roster of hours for the particular class of work.
- 9.4.2 Overtime rates will be paid in accordance with the rates set in clause 37, Payment for Overtime and Time Off in Lieu of this award.
- 9.4.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 9.3.2 of this clause.
- 9.4.4 The loading in lieu of annual leave as set out in paragraph 9.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- 9.5 Leave
- 9.5.1 Other than as described under subclauses 9.5, 9.6 and 9.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.
- 9.5.2 As set out in paragraph 9.3.3 of this clause, casual employees will be paid a 1/12th loading on the appropriate ordinary hourly rate of pay in lieu of annual leave.
- 9.5.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- 9.5.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act*

1996. The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

- (a) The Agency Head must not fail to re-engage a regular casual employee (see section 54(2) of the Act) because:
 - (i) The employee or employee's spouse is pregnant; or
 - (ii) The employee is or has been immediately absent on parental leave.

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

9.6 Personal Carers entitlement for casual employees

9.6.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 49.4.2 of clause 49, Sick Leave to Care for a Family Member, of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 9.6.4, and the notice requirements set out in paragraph 9.6.5 of this clause.

9.6.2 The Agency Head and the casual employee will 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.

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

9.6.4 The casual employee will, if required,

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

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

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

9.7 Bereavement entitlements for casual employees

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

9.7.2 The Agency Head and the casual employee will 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.

- 9.7.3 The Agency Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- 9.7.4 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- 9.8 Meal Break
- 9.8.1 All casual employees who work for more than five consecutive hours will be entitled to an unpaid meal break of not less than 30 minutes duration. The meal break may be up to one hour in duration with the agreement of the supervisor. The meal break will be taken according to the needs of the operation. After each subsequent five-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions.
- 9.9 Application of other clauses of this Award to casual employees
- 9.9.1 The following clauses of this award do not apply to casual employees:
- 10 Part-Time Employment
 - 12 Apprentices
 - 13 School based apprentices
 - 15 Annualised Salary
 - 24 Extended Leave
 - 26 Hours of Work
 - 27 Rosters - Ongoing and Temporary Employees
 - 29 Meal Breaks and Allowances
 - 30 Variation of Hours
 - 31 Natural Emergencies and Major Transport Disruptions
 - 32 Public Holidays
 - 33 Overtime - General
 - 34 Recall to Duty
 - 35 Overtime Meal Breaks
 - 38 On-Call (Stand-by) and On-Call Allowance
 - 40 Leave Without Pay
 - 41 Recreation Leave
 - 42 Annual Leave Loading
 - 43 Family and Community Services Leave
 - 44 Military Leave
 - 45 Observance of Essential Religious Or Cultural Obligations
 - 46 Parental Leave
 - 47 Sick Leave
 - 48 Sick Leave Requirements for Evidence of Illness
 - 49 Sick Leave to Care for a Family Member
 - 50 Sick Leave - Workers Compensation
 - 51 Sick Leave - Claims Other Than Workers Compensation
 - 52 Special Leave
 - 57 Leave for Matters Arising from Domestic Violence
 - 56 Trade Union Activities Regarded as on Duty
 - 57 Trade Union activities Regarded as Special Leave
 - 58 Trade Union Training Courses
 - 59 Conditions Applying to on Loan Arrangements

10. Part-Time Employment

10.1 General

10.1.1 Part-time work may be undertaken with the agreement of the Agency Head. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

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

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

10.1.4 Before commencing part-time work, the Agency Head and the employee must agree upon:

- (a) The hours to be worked by the employee, the days upon which they will be worked and the commencing and ceasing times for the work;
- (b) The classification applying to the work to be performed; and
- (c) The number of hours leave to be deducted for each day's absence from duty.

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

10.2 Additional hours - Non-Annualised Employees

10.2.1 An employer may request, but not require, a part-time employee to work additional hours. For the time worked in excess of the employee's usual hours and up to the normal full-time hours for the classification, part-time employees will be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of recreation leave.

10.2.2 Time worked in excess of the full-time hours of the classification; payment will be made at the appropriate overtime rate or time off in lieu granted in accordance with clause 37, Payment for Overtime and Time Off In Lieu, of this award.

11. Classifications

11.1 The classifications are those specified in Annexure A to this award attached hereto.

11.2 Assignment will be to roles within the classifications specified in Annexure A to this award.

12. Apprentices

12.1 The wage rate for apprentices will be calculated by applying the following percentages to the Total Salary of a Level 3 Step 1 employee specified in Table 1.1, Ongoing and temporary employees non-annualised salaries of Annexure A, Salaries of this award:

Apprentice	% of Level 3 Step 1
1st year (or equivalent training stage)	45
2nd year (or equivalent training stage)	60
3rd year (or equivalent training stage)	75
4th year (or equivalent training stage)	85
Adult, at age 21 or over, regardless of Year of Apprenticeship	85

"Equivalent training stage" recognises that credit may be given for training undertaken prior to the commencement of the apprenticeship or that progression through the wage scale may be accelerated or that the provisions of clause 13, School Based Apprentices, apply.

- 12.2 Apprentices who reach the age of 21 years prior to completion of their apprenticeship will be paid from the date of reaching the age of 21 the rate provided in subclause 12.1 of this clause for an Adult at age 21 or over regardless of the year of apprenticeship.

13. School Based Apprentices

- 13.1 A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.
- 13.2 The hourly rates for full-time apprentices as set out in this award will apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 13.3 For the purposes of subclause 13.2 of this clause, where a school based apprentice is a full-time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- 13.4 The wages paid for training time may be averaged over the school term or year.
- 13.5 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- 13.6 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- 13.7 Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this award. This progression applies in addition to the progression achieved as a school based apprentice.
- 13.8 Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this award.

14. Rates of Pay

- 14.1 The ordinary rates of pay relating to persons employed under this award are those applying in Annexure A to this award attached hereto.
- 14.2 Rates of pay are varied by 2.04% from the first full pay period on or after 22 January 2022.

15. Annualised Salary

- 15.1 The Agency Head may determine that an employee occupying a specified ongoing or temporary role will receive an annualised salary for all incidents of work under this Award.
- 15.2 Ongoing annualised full-time employees will be engaged as annualised salaried employees and will be paid the rate of pay for the appropriate skill level and location, as set out in Annexure A.
- 15.3 An employee occupying a role classified at Level 8 or Level 9 as described in Table 1.2 of Annexure A to this award will be paid a salary in accordance with the employee's relevant level, as detailed in the letter of appointment and the role description, and within the salary range as set out in Table 1.2 respectively for Level 8 and Level 9.
- 15.4 Ongoing annualised part-time employees will be paid pro rata the rate for the appropriate skill level and location, as set out in Annexure A.
- 15.5 Annualised salary is paid as compensation for time worked in excess of ordinary hours, up to 20 hours per 28 day roster period.

- 15.6 Annualised salary is paid as compensation for other work related incidents and allowances, including on call allowance, meal break interruptions, shift penalties and travel time.
- 15.7 The calculation of time ‘worked’ during each 28 day cycle includes hours away from the work place on public holidays, recreation leave and sick leave.
- 15.8 Employees in receipt of an annualised salary can be required to work up to 20 hours per 28 day roster period, in excess of 152 hours, without the payment of overtime or time off in lieu. The number of hours worked by part-time annualised employees without the payment of overtime or time off in lieu will be based on their equivalent pro rata normal working week hours.
- 15.9 Hours worked in excess of ordinary hours above 20 hours per 28 day roster period will be accrued, at the employee’s discretion, as either overtime under clause 37 or as time off in lieu at a rate of one hour worked for one hour time in lieu.
- 15.10 Time off in lieu must be taken within 6 months of the leave accruing at a time and date agreed between the employer and the employee.
- 15.11 Any balance of time off in lieu untaken after 6 months of the leave accruing will be paid at the overtime rate in accordance with subclause 37.5.
- 15.11.1 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 as specified in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or any successor instrument, as varied from time to time, will be paid at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Agency Head approves payment at the employee’s salary or, where applicable, salary and allowance in the nature of salary.

16. Payment of Wages

- 16.1 All monies payable to employees will be paid fortnightly by electronic funds transfer.

17. Allowance for Temporary Assignments to Higher Non-Executive Roles

- 17.1 A Public Service non-executive employee who is temporarily assigned by the Agency Head under the Government Sector Employment (General) Rules 2014 to another non-executive role at a higher classification of work than the employee’s current classification of work will be paid an allowance in accordance with the provisions of clause 20 of the Government Sector Employment Regulation 2014.

18. First Aid Allowance

- 18.1 An employee appointed as a First Aid Officer will be paid a first aid allowance at the rate appropriate to the qualifications held by such employee as specified in Annexure B of this award attached hereto.
- 18.2 The First Aid Allowance - Basic Qualifications rate will apply to an employee appointed as a First Aid Officer who holds a St John’s Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society’s First Aid Certificates) issued within the previous three years.
- 18.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to an employee appointed as a First Aid Officer who:
- 18.3.1 Is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and
- 18.3.2 Holds an Occupational First-Aid Certificate issued within the previous three years.
- 18.4 The First Aid Allowance will not be paid during leave of one week or more.

- 18.5 When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's role, such employee will be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 18.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet Agency needs, and the cost of retraining First Aid Officers, are to be met by the Agency.

19. Allowance Payable for Use of Private Motor Vehicle

- 19.1 The Agency Head may authorise an employee to use a private motor vehicle for work where:
- 19.1.1 Such use will result in greater efficiency or involve the Agency in less expense than if travel were undertaken by other means; or
- 19.1.2 Where the employee is unable to use other means of transport due to a disability.
- 19.2 An employee who, with the approval of the Agency Head, uses a private motor vehicle for work will be paid an appropriate rate of allowance specified in Annexure B of this award attached hereto for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 19.4 of this clause.
- 19.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 19.3.1 The casual rate is payable if an employee elects, with the approval of the Agency Head, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 19.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.
- 19.4 Deduction from allowance
- 19.4.1 Except as otherwise specified in this award, an employee will bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
- 19.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 19.4.3 of this subclause.
- 19.4.3 Designated headquarters
- (a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) An employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

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

19.4.5 Where a headquarters has been designated per paragraph 19.4.3 of this subclause and the employee is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

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

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

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

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

19.7 Where an employee tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the employee will be entitled to an additional allowance as prescribed in Annexure B of this award attached hereto.

20. Damage to Private Motor Vehicle Used for Work

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

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

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

20.2 Provided the damage is not the fault of the employee, the Agency will reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:

20.2.1 The damage was sustained on approved work activities; and

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

21. Overseas Travel

21.1 Unless the Agency Head determines that an employee will be paid travelling rates especially determined for the occasion, an employee required by the Agency to travel overseas on official business will be paid the appropriate overseas travelling allowance rates as specified in the relevant Department of Premier and Cabinet Circular as issued from time to time.

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

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

22.2 If a claim under subclause 22.1 of this clause is rejected by the insurer, the Agency Head may compensate an employee for the damage to or loss of personal property, if such damage or loss:

22.2.1 Is due to the negligence of the Agency, another employee, or both, in the performance of their duties; or

22.2.2 Is caused by a defect in an employee's material or equipment; or

22.2.3 Results from an employee's protection of or attempt to protect Agency property from loss or damage.

22.3 Compensation in terms of subclause 22.2 of this clause will be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Agency Head may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.

22.4 For the purpose of this clause, personal property means an employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the employee's duties.

22.5 Compensation for the damage sustained will be made by the Agency where, in the course of work, clothing or items such as spectacles, hearing aids, etc., are damaged or destroyed by natural disasters or by theft or vandalism.

23. Lactation Breaks

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

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

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

23.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving

consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.

- 23.5 The Agency Head will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 23.6 Other suitable facilities, such as refrigeration and a sink, will be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 23.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 23.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 47, Sick Leave, of this award.

24. Extended Leave

- 24.1 Extended leave will accrue and will be granted to employees in accordance with the provisions of Schedule 1 of the Government Sector Employment Regulation 2014.

25. Absence from Work

- 25.1 An employee must not be absent from work unless reasonable cause is shown.
- 25.2 If an employee is to be absent from duty because of illness or other emergency, the employee must notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 25.3 If a satisfactory explanation for the absence, is not provided, the employee will be regarded as absent from duty without authorised leave and the Agency Head will deduct from the pay of the employee the amount equivalent to the period of the absence.
- 25.4 The minimum period of leave available to be granted will be a quarter day.
- 25.5 Nothing in this clause affects any proceedings for misconduct or unsatisfactory performance against an employee who is absent from duty without authorised leave.

26. Hours of Work

- 26.1 The ordinary hours of work will be Monday to Sunday inclusive.
- 26.2 Ordinary hours will be worked on a rostered basis over a 28 day period subject to the following limitations:
- 26.2.1 Except as provided by sub-clause 28.8 of clause 28 Rostered Days Off of this award, a maximum of 152 ordinary hours will be worked in any one 28 day period.
- 26.2.2 A maximum of 12 ordinary hours will be worked in any 24 hour period.
- 26.2.3 A minimum engagement of 3 hours to be worked consecutively.
- 26.3 Each employee will be entitled to a minimum of 8 hours break between each full shift. This clause does not apply to broken shifts.

- 26.4 The maximum ordinary hours of work for a full-time or part-time employee in any given week will be 60 hours.
- 26.5 Part-time employees - Hours of Work, refer to clause 10 of this award.
- 26.6 The working hours of employees and the manner of their recording, will be as determined from time to time by the Agency Head. Such direction will include the definition of full-time contract hours as contained in clause 26, Hours of Work, of this award.
- 26.7 The employee in charge of a division or branch of Venues NSW will be responsible to the Agency Head for the proper observance of hours of work and for the proper recording of such attendance.
- 26.8 The Agency Head may require an employee to perform duty beyond the hours determined under subclause 26.4 of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors will be taken into account:
- 26.8.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
- 26.8.2 Any risk to the employee's health and safety;
- 26.8.3 The urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- 26.8.4 The notice (if any) given by the Agency Head regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
- 26.8.5 Any other relevant matter.
- 26.9 The application of hours of work is subject to the provisions of this clause.
- 26.10 The ordinary hours may be worked on a full-time or part-time basis.
- 26.12 The Agency Head will ensure that all employees employed in Venues NSW are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

27. Rosters - Ongoing and Temporary Employees

- 27.1 Rosters will be provided at least 7 days in advance.
- 27.2 Rosters may be changed during this period by mutual agreement.
- 27.3 If a change to the roster is advised with more than 24 hours' notice, it will be obligatory for employees to work the roster.
- 27.4 If a change to the roster is advised with less than 24 hours' notice it will be optional for the employee to work the roster.

28. Rostered Days Off

- 28.1 The following sub-clauses do not apply to annualised employees. Refer clause 15 Annualised Salary of this award.
- 28.2 Full-time hours will be worked on the basis of 19 Rostered Days in each 28 day roster cycle.
- 28.3 Part-time employees are entitled to the number of Rostered Days Off specified in their part-time work agreement.

- 28.4 An employee may swap a Rostered Day Off with another employee, subject to the prior approval of the Venue Manager or Supervisor.
- 28.5 An employee who is directed to work ordinary hours on a Rostered Day Off may take that Rostered Day Off at another time, subject to Venues NSW operational needs.
- 28.6 If an employee is unable to take a Rostered Day Off due to exceptional circumstances, the Rostered Day Off can be taken at another time, subject to Venues NSW operational needs. Where practicable, the Rostered Day Off will be taken during the current roster cycle, or the following roster cycle.
- 28.7 For a full-time employee absent on a working day or days, 7.6 hours leave will be deducted for each day of absence and counted as ordinary hours of work, regardless of the actual number of ordinary hours rostered to be performed.
- 28.8 For a part-time employee absent on a working day or days, the number of hours leave to be deducted for each day of absence and counted as ordinary hours of work will be specified in the employee's part-time work agreement.
- 28.9 Where a grant of leave as per sub-clauses 28.6 or 28.7 of this clause would otherwise lead to the total number of hours worked in the roster cycle to be in debit or excess of the contracted ordinary hours the employee's roster may be amended, subject to the operational needs of Venues NSW, to ensure that the contracted hours are worked within the roster cycle.
- 28.10 If it is not practicable to make an adjustment to the employee's roster in the current roster cycle as per sub-clause 28.8 of this clause the credit or debit on ordinary hours worked may be carried forward to the next roster cycle and an adjustment to the employee's roster made in the following roster cycle.
- 28.11 Where a full-time employee is absent for an entire roster cycle, 152 hours leave will be deducted.
- 28.12 Where a part-time employee is absent for an entire roster cycle the contract hours per roster cycle specified in the employee's part-time work agreement will be deducted.
- 28.13 If an employee or family member of an employee is sick on a Rostered Day Off, the Rostered Day Off will not be re-credited to the staff member.

29. Meal Breaks and Allowances

- 29.1 All employees who work for more than five consecutive hours will be entitled to an unpaid meal break of not less than 30 minutes duration. The meal break may be up to one hour in duration with the agreement of the supervisor. The meal break will be taken according to the needs of the operation. After each subsequent five-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions.

30. Variation of Hours

- 30.1 If the Agency Head is satisfied that an employee is unable to comply with the general hours operating in the Agency because of limited transport facilities, urgent personal reasons, community or family reasons, the Agency Head may vary the employee's hours of attendance on a one off, short or long-term basis, subject to the following:
- 30.1.1 The variation does not adversely affect the operational requirements;
- 30.1.2 There is no reduction in the total number of daily hours to be worked;
- 30.1.3 The variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- 30.1.4 A meal break of 30 minutes is available to the employee. The meal break may be up to one hour in duration with the agreement of the supervisor;

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

30.1.6 Ongoing arrangements are documented; and

30.1.7 The Union is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

31. Natural Emergencies and Major Transport Disruptions

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

31.1.1 Apply to vary the working hours as provided in clause 30, Variation of Hours of this award; and/or

31.1.2 Negotiate an alternative working location with the Agency; and/or

31.1.3 Take available family and community service leave, recreation or extended leave or leave without pay to cover the period concerned.

32. Public Holidays

32.1 Unless directed to attend for duty by the Agency Head, an employee is entitled to be absent from duty without loss of pay on any day which is:

32.1.1 A public holiday throughout the State; or

32.1.2 A local holiday in that part of the State at or from which the employee performs duty; or

32.1.3 A day between Boxing Day and New Year's Day determined by the appropriate Agency Head as a public service holiday.

32.2 An employee required by the Agency Head to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.

32.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

33. Overtime - General

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

33.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,

33.1.2 Any risk to employee health and safety,

33.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,

33.1.4 The notice (if any) given by the Agency Head regarding the working of the overtime, and by the employee of their intention to refuse overtime, or

33.1.5 Any other relevant matter.

33.2 Payment for overtime will be made only where the employee works directed overtime.

34. Recall to Duty

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

35. Overtime Meal Breaks

- 35.1 An employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of duty on weekdays, will be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 35.2 An employee required to work overtime on a Saturday, Sunday or Public Holiday, will be allowed 30 minutes for a meal after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours will be given a meal break at the earliest opportunity.

36. Overtime Meal Allowances

- 36.1 If an adequate meal is not provided by the Agency, a meal allowance will be paid by the Agency at the appropriate rate specified in Annexure B of this award attached hereto, provided the Agency Head is satisfied that:
- 36.1.1 The time worked is directed overtime;
- 36.1.2 The employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 36.1.3 Where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so; and

- 36.1.4 Overtime is not being paid in respect of the time taken for a meal break.
- 36.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Agency Head will approve payment of actual expenses.
- 36.3 Where a meal was not purchased, payment of a meal allowance will not be made.
- 36.4 Receipts must be provided to the Agency Head or his/her delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.

37. Payment for Overtime and Time Off in Lieu

- 37.1 Clause 37, "Payment for Overtime and Time Off in Lieu" of this award does not apply to annualised employees except as provided by subclause 15.9 of clause 15, Annualised Salary, of this award, or to casual employees except as provided by subclause 9.4 of clause 9, Casual Employment, of this award.
- 37.2 The Agency Head will grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of time off in lieu in accordance with subclause 37.7 of this clause.
- 37.3 All time worked by any ongoing or temporary, full-time or part-time employee in excess of the 12 working hours on any one day or in excess of 152 hours in any rostered work cycle will be deemed to be overtime.
- 37.4 All time worked by any casual employee in excess of 12 working hours on any one day will be deemed as overtime.
- 37.5 Overtime will be based on the payment of time and one half for the first two hours and double time thereafter for work other than that performed on a Public Holiday.
- 37.6 Overtime performed on a public holiday will be paid at the rate of double time and a half.
- 37.7 An ongoing or temporary employee may elect to take time off in lieu as an alternative to being paid overtime.
- 37.8 Time off in lieu is to be taken on a one for one basis. (i.e. ordinary rate)
- 37.9 Time off in lieu must be taken within 6 months of the leave accruing at the discretion of the manager.
- 37.10 Time off in lieu may be taken as full or half days.
- 37.11 Any balance of time off in lieu untaken after 6 months of the leave accruing will be paid at the overtime rate in accordance with subclause 37.5.
- 37.12 All time accrued must be recorded in a format suitable and approved by the employee's manager.
- 37.13 Make-up Time -An ongoing or temporary employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- 37.14 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 as specified in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or any successor instrument, as varied from time to time, will be paid at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Agency Head approves payment at the employee's salary or, where applicable, salary and allowance in the nature of salary.

38. On-Call (Stand-By) and On-Call Allowance

- 38.1 Unless in receipt of an Annualised Salary in terms of clause 15 of this award an employee will be:
- 38.1.1 Entitled to be paid the on-call allowance set out in Annexure B of this award attached hereto when directed by the Agency to be on-call or on stand-by for a possible recall to duty outside the employee's working hours;
 - 38.1.2 If an employee who is on call and is called out by the Agency, the overtime provisions as set out in clause 37, Payment for Overtime or Leave in Lieu, of this award will apply to the time worked;
 - 38.1.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed will be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

39. Uniforms and Protective Clothing

- 39.1 Where employees are required to wear a branded uniform they will provided free of charge.
- 39.2 Where items of clothing referred to in subclause 39.1 are required to be cleaned and maintained by the employee the provisions of Annexure B of this Award attached hereto, will apply.
- 39.3 The Agency commits to providing appropriate protective clothing for employees as is deemed necessary to provide a safe working environment for employees.
- 39.4 The Agency will have the right to determine a dress or uniform code for all employees covered by this award, which may include a particular style and colour of dress, which is practical to the working environment, such items will be provided by the employee.
- 39.5 All uniform items, protective clothing and other tools provided by the employer will remain the property of the Crown and will, upon demand be returned to the Agency in reasonable conditions. Upon termination, monies owed to the employee may be withheld until such time as this sub-clause is complied with by the employee.

40. Leave Without Pay

- 40.1 The Agency Head may grant leave without pay to an employee if good and sufficient reason is shown.
- 40.2 Leave without pay may be granted on a full-time or a part-time basis.
- 40.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee will be paid for any proclaimed public holidays falling during such leave without pay.
- 40.4 Where an employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave will count as service for incremental progression and accrual of recreation leave.
- 40.5 An employee who has been granted leave without pay will not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Agency Head.
- 40.6 An employee will not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave will be taken before leave without pay.
- 40.7 No paid leave will be granted during a period of leave without pay.

- 40.8 An ongoing assignment may be made to the employee's role if:
- 40.8.1 The leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 40.8.2 The employee is advised of the Agency's proposal to permanently backfill their role; and
 - 40.8.3 The employee is given a reasonable opportunity to end the leave without pay and return to their role; and
 - 40.8.4 The Agency advised the employee at the time of the subsequent approval that the role will be filled on an ongoing basis during the period of leave without pay.
- 40.9 The role cannot be filled on an ongoing basis unless the above criteria are satisfied.
- 40.10 The employee does not cease to be employed by the Agency if their role is backfilled on an ongoing basis.
- 40.11 Subclause 40.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 46.9.1(a) of clause 46, Parental Leave, or to Military Leave granted in accordance with clause 44 of this award.

41. Recreation Leave

- 41.1 Accrual
- 41.1.1 Paid recreation leave for full-time employees and recreation leave for employees working part-time, accrues at the rate of 20 working days per year. Employees working part-time will accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
 - 41.1.2 Recreation leave accrues from day to day.
- 41.2 Limits on Accumulation and Direction to Take Leave
- 41.2.1 At least two (2) consecutive weeks of recreation leave will be taken by an employee every 12 months, except by agreement with the Agency Head in special circumstances.
 - 41.2.2 Where the operational requirements permit, the application for leave will be dealt with by the Agency Head according to the wishes of the employee.
 - 41.2.3 The Agency Head will notify the employee in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Agency.
 - 41.2.4 The Agency Head will notify the employee in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Agency.
 - 41.2.5 An employee must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Agency must cooperate in this process. The Agency may direct an employee with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks.
- 41.3 Conservation of Leave - If the Agency Head is satisfied that an employee is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Agency Head will:
- 41.3.1 Specify in writing the period of time during which the excess will be conserved; and

- 41.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 41.3.3 The Agency Head will inform an employee in writing on a regular basis of the employee's recreation leave accrual.
- 41.4 Miscellaneous
- 41.4.1 Recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- 41.4.2 Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 41.4.3 Recreation leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 41.4.4 of this subclause.
- 41.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full-time working days, or their part-time equivalent, in any period of 12 months.
- 41.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 41.4.4 of this subclause will be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 41.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 41.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 46, Parental Leave of this award.
- 41.4.8 On cessation of employment, an employee is entitled to be paid, the money value of accrued recreation leave which remains untaken.
- 41.4.9 An employee to whom paragraph 41.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 41.5 Death - Where an employee dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, will be paid to the employee's nominated beneficiary.
- 41.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows: -
- 41.6.1 To the widow or widower of the employee; or
- 41.6.2 If there is no widow or widower, to the children of the employee or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 41.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Agency Head was, at the time of the employee's death, a dependent relative of the employee; or
- 41.6.4 If there is no person entitled under paragraphs 41.6.1, 41.6.2 or 41.6.3 of this subclause to receive the money value of any leave not taken or not completed by an employee or which would have accrued to the employee, the payment will be made to the personal representative of the employee.

- 41.7 Recreation leave does not accrue during leave without pay other than
- 41.7.1 Military leave taken without pay when paid military leave entitlements are exhausted;
 - 41.7.2 Absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - 41.7.3 Any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - 41.7.4 Incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
 - 41.7.5 Periods which when aggregated do not exceed 5 working days in any period of 12 months.

42. Annual Leave Loading

- 42.1 General - An employee, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 42.2 to 42.4 of this clause, the annual leave loading will be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 42.2 Maximum Loading - The annual leave loading payable will not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk as specified in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or any successor instrument, as varied from time to time.
- 42.3 Leave year - For the calculation of the annual leave loading, the leave year will commence on 1 December each year and will end on 30 November of the following year.
- 42.4 Payment of annual leave loading - Payment of the annual leave loading will be made on the recreation leave accrued during the previous leave year and will be subject to the following conditions:
- 42.4.1 Annual leave loading will be paid on the first occasion in a leave year, other than the first leave year of employment, when an employee takes at least two (2) consecutive weeks recreation leave. Where an employee does not have at least 2 weeks recreation leave available, the employee may use a combination of recreation leave and any of the following: public holidays, extended leave, leave without pay, time off in lieu, rostered day off. The employee will be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
 - 42.4.2 If at least two weeks leave, as set out in paragraph 42.4.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year will be made to the employee as at 30 November of the current year.
 - 42.4.3 While annual leave loading will not be paid in the first leave year of employment, it will be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 42.4.1 of this subclause, is taken.
 - 42.4.4 An employee who has not been paid the annual leave loading for the previous leave year, will be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the employee's serious and intentional misconduct.
 - 42.4.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

43. Family and Community Service Leave

- 43.1 The Agency Head will grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 43.2 of this clause. The Agency Head may also grant leave for

the purposes in subclause 43.3 of this clause. Non-emergency appointments or duties will be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

- 43.2 Such unplanned and emergency situations may include, but not be limited to, the following: -
- 43.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - 43.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 43.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - 43.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 43.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Agency Head considers the granting of family and community service leave to be appropriate in a particular case.
- 43.3 Family and community service leave may also be granted for:
- 43.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - 43.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.
- 43.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 49.4.2 of clause 49, Sick Leave to Care for a Family Member of this award.
- 43.5 Family and community service leave will accrue as follows:
- 43.5.1 Two and a half days in the employee's first year of service;
 - 43.5.2 Two and a half days in the employee's second year of service; and
 - 43.5.3 One day per year thereafter.
- 43.6 If available family and community service leave is exhausted as a result of natural disasters, the Agency Head will consider applications for additional family and community service leave, if some other emergency arises.
- 43.7 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 43.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with clause 49, Sick Leave to Care for a Sick Family Member, of this award will be granted when paid family and community service leave has been exhausted or is unavailable.
- 43.9 The Agency Head may also grant employee other forms of leave such as accrued recreation leave, time off in lieu and so on for family and community service leave purposes.

44. Military Leave

- 44.1 During the period of 12 months commencing on 1 July each year, the Agency Head may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 44.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.
- 44.3 Up to 24 working days military leave per financial year may be granted by the Agency Head to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 44.1 of this clause.
- 44.4 The Agency Head may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part-time members of the Australian Defence Forces.
- 44.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 44.3 of this clause may be granted Military Leave Top Up Pay by the Agency Head.
- 44.6 Military Leave Top Up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 44.7 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and Agencies are to continue to make superannuation contributions at the normal rate.
- 44.8 At the expiration of military leave in accordance with subclause 44.3 or 44.4 of this clause, the employee will furnish to the Agency Head a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

45. Observance of Essential Religious or Cultural Obligations

- 45.1 An employee of:
- 45.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 45.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit or leave without pay to do so.
- 45.2 Provided adequate notice as to the need for leave is given by the employee to the Agency and it is operationally convenient to release the employee from duty, the Agency Head must grant the leave applied for by the employee in terms of this clause.
- 45.3 An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, will be granted such time off by the Agency Head, subject to:
- 45.3.1 Adequate notice being given by the employee;
- 45.3.2 Prior approval being obtained by the employee; and
- 45.3.3 The time off being made up in the manner approved by the Agency Head.

- 45.4 Notwithstanding the provisions of subclauses 45.1, 45.2 and 45.3 of this clause, arrangements may be negotiated between the Agency and the Unions to provide greater flexibility for employees for the observance of essential religious or cultural obligations.

46. Parental Leave

- 46.1 Parental leave includes maternity, adoption and "other parent" leave.
- 46.2 Maternity leave will apply to an employee who is pregnant and, subject to this clause the employee will be entitled to be granted maternity leave as follows:
- 46.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 46.2.2 For a further period of up to 12 months after the actual date of birth.
- 46.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 46.3 Adoption leave will apply to an employee adopting a child and who will be the primary care giver, the employee will be granted adoption leave as follows:
- 46.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 46.3.2 For such period, not exceeding 12 months on a full-time basis, as the Agency Head may determine, if the child has commenced school at the date of the taking of custody.
- 46.3.3 Special Adoption Leave - An employee will be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave or family and community service leave.
- 46.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 46.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 46.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph 46.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 46.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- 46.5.1 applied for parental leave within the time and in the manner determined set out in subclause 46.10 of this clause; and
- 46.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 46.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) In advance as a lump sum; or

- (b) Fortnightly as normal; or
 - (c) Fortnightly at half pay; or
 - (d) A combination of full pay and half pay.
- 46.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full-time role who is on part-time leave without pay when they start parental leave is paid:
- 46.6.1 At the full-time rate if they began part-time leave 40 weeks or less before starting parental leave;
 - 46.6.2 at the part-time rate if they began part-time leave more than 40 weeks before starting parental leave and have not changed their part-time work arrangements for the 40 weeks;
 - 46.6.3 At the rate based on the average number of weekly hours worked during the 40 week period if they have been on part-time leave for more than 40 weeks but have changed their part-time work arrangements during that period.
- 46.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 46.7.1 At the rate (full-time or part-time) they were paid before commencing the initial leave if they have not returned to work; or
 - 46.7.2 At a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
 - 46.7.3 At a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 46.8 Except as provided in subclauses 46.5, 46.6 and 46.7 of this clause parental leave will be granted without pay.
- 46.9 Right to request
- 46.9.1 An employee who has been granted parental leave in accordance with subclause 46.2, 46.3 or 46.4 of this clause may make a request to the Agency Head to:
 - (a) Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (b) Return from a period of full-time parental leave on a part-time basis until the child reaches school age (Note: returning to work from parental leave on a part-time basis includes the option of returning to work on part-time leave without pay);
 - (c) To assist the employee in reconciling work and parental responsibilities.
 - 46.9.2 The Agency Head will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Agency Head's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 46.10 Notification Requirements
- 46.10.1 When an Agency is made aware that an employee or their spouse is pregnant or is adopting a child, the Agency must inform the employee of their entitlements and their obligations under the award.

- 46.10.2 An employee who wishes to take parental leave must notify the Agency Head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (a) That she/he intends to take parental leave, and
 - (b) The expected date of birth or the expected date of placement, and
 - (c) If she/he is likely to make a request under subclause 46.9 of this clause.
- 46.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:
- (a) The date on which the parental leave is intended to start, and
 - (b) The period of leave to be taken.
- 46.10.4 Employee's request and the Agency Head's decision to be in writing
- The employee's request under paragraph 46.9.1 and the Agency Head's decision made under paragraph 46.9.2 must be recorded in writing.
- 46.10.5 An employee intending to request to return from parental leave on a part-time basis or seek an additional period of leave of up to 12 months must notify the Agency Head in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part-time basis, or later if the Agency Head agrees.
- 46.10.6 An employee on maternity leave is to notify her Agency of the date on which she gave birth as soon as she can conveniently do so.
- 46.10.7 An employee must notify the Agency as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 46.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Agency and any number of times with the consent of the Agency. In each case she/he must give the Agency at least 14 days' notice of the change unless the Agency Head decides otherwise.
- 46.11 An employee has the right to her/his former role if she/he has taken approved leave or part-time work in accordance with subclause 46.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part-time basis.
- 46.12 If the role occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other roles available that the employee is qualified for and is capable of performing, the employee will be appointed to a role of the same grade and classification as the employee's former role.
- 46.13 An employee does not have a right to her/his former role during a period of return to work on a part-time basis. If the Agency Head approves a return to work on a part-time basis then the role occupied is to be at the same classification and grade as the former role.
- 46.14 An employee who has returned to full-time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable to the Agency) must be given.
- 46.15 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave,

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

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

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

46.17.1 Accrued recreation leave at the date leave commences is exhausted within the period of parental leave;

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

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

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

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

46.20 Communication during parental leave

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

- (a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and
- (b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.

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

46.20.3 The employee will also notify the Agency Head of changes of address or other contact details which might affect the Agency's capacity to comply with paragraph 46.20.1 of this subclause.

47. Sick Leave

47.1 Illness in this clause and in clauses 48 and 49 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.

- 47.2 Payment for sick leave is subject to the employee:
- 47.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
 - 47.2.2 Providing evidence of illness as soon as practicable if required by clause 48, Sick Leave - Requirements for Evidence of Illness, of this award.
- 47.3 If the Agency Head is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Agency Head:
- 47.3.1 Will grant to the employee sick leave on full pay; and
 - 47.3.2 May grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this award to sick leave on full pay.
- 47.4 The Agency Head may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
- 47.4.1 Is unable to carry out their duties without distress; or
 - 47.4.2 Risks further impairment of their health by reporting for duty; or
 - 47.4.3 Is a risk to the health, wellbeing or safety of other employees, Agency clients or members of the public.
- 47.5 The Agency Head may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.
- 47.6 Entitlements
- 47.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
 - 47.6.2 After the first four months of employment, the employee will accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - 47.6.3 After the first year of service, the employee will accrue sick leave day to day at the rate of 15 working days per year of service.
 - 47.6.4 All continuous service as an employee in the NSW public service will be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service will be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - 47.6.5 Notwithstanding the provisions of paragraph 47.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Government Sector Employment Regulation 2014 and Public Sector Staff Mobility Policy.
 - 47.6.6 Sick leave without pay will count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay will be treated in the same manner as leave without pay.
 - 47.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, will be converted to its full pay equivalent.
 - 47.6.8 Paid sick leave will not be granted during a period of unpaid leave.

- 47.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service will be limited to 5 days paid sick leave, unless the Agency Head approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service will be supported by a satisfactory medical certificate.
- 47.8 Seasonal or relief employees - No paid sick leave will be granted to temporary employees who are employed as seasonal or relief employees for a period of less than 3 months.

48. Sick Leave - Requirements for Evidence of Illness

- 48.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Agency Head in respect of the absence.
- 48.2 In addition to the requirements under subclause 47.2 of clause 47, Sick Leave, of this award, an employee may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Agency Head. Employees who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Agency Head for each occasion absent for the balance of the calendar year.
- 48.3 As a general practice backdated medical certificates will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Agency Head is satisfied that the reason for the absence is genuine.
- 48.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Agency Head will advise them in advance.
- 48.5 If the Agency Head is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to the nominated medical assessor for the NSW public sector for advice.
- 48.5.1 The type of leave granted to the employee will be determined by the Agency Head.
- 48.5.2 If sick leave is not granted, the Agency Head will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- 48.6 The granting of paid sick leave will be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Agency.
- 48.7 The reference in this clause to evidence of illness will apply, as appropriate:
- 48.7.1 Up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Agency Head's discretion, another registered health services provider, or
- 48.7.2 Where the absence exceeds one week, and unless the health provider listed in paragraph 48.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 48.7.3 At the Agency Head's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 48.8 If an employee who is absent on recreation leave or extended leave, furnishes to the Agency Head satisfactory evidence of illness in respect of an illness which occurred during the leave, the Agency Head may, subject to the provisions of this clause, grant sick leave to the employee as follows:
- 48.8.1 In respect of recreation leave, the period set out in the evidence of illness;

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

48.9 Subclause 48.8 of this clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

49. Sick Leave to Care for a Family Member

49.1 Where family and community service leave provided for in clause 43 of this award is exhausted or unavailable, an employee with responsibilities in relation to a category of person set out in subclause 49.4 of this clause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

49.2 The sick leave will initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Agency Head may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

49.3 If required by the Agency Head to establish the illness of the person concerned, the employee must provide evidence consistent with subclause 48.6 of clause 48, Sick Leave - Requirements for Evidence of Illness, of this award.

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

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

49.4.2 The person concerned being:

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

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

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

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

50. Sick Leave - Workers Compensation

50.1 The Agency Head will advise each employee of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and will give such assistance and advice, as necessary, in the lodging of any claim.

50.2 An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987* will be required to lodge a claim for any such compensation.

- 50.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Agency Head will assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
- 50.4 The Agency Head will ensure that, once received by the Agency, an employee's workers compensation claim is lodged by the Agency with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 50.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Agency Head will grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued recreation leave or extended leave.
- 50.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim will be restored to the credit of the employee.
- 50.7 If an employee notifies the appropriate Agency Head that he or she does not intend to make a claim for any such compensation, the Agency Head will consider the reasons for the employee's decision and will determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 50.8 An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee will not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 50.9 If the Agency Head provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails, to resume or perform such duties, the employee will be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 50.11 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:
- 50.11.1 The employee's claim for workers compensation;
 - 50.11.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 50.11.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 50.11.4 Action taken by the Agency Head either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

51. Sick Leave - Claims Other Than Workers Compensation

- 51.1 If the circumstances of any injury to or illness of an employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:
- 51.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Agency to the employee; and
 - 51.1.2 In the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Agency the monetary value of any such period of sick leave.

- 51.2 Sick leave on full pay will not be granted to an employee who refuses or fails to complete an undertaking, except in cases where the Agency Head is satisfied that the refusal or failure is unavoidable.
- 51.3 On repayment to the Agency of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, will be restored to the credit of the employee.

52. Special Leave

52.1 Special Leave - Jury Service

52.1.1 An employee will, as soon as possible, notify the Agency Head of the details of any jury summons served on the employee.

52.1.2 An employee who, during any period when required to be on duty, attends a court in answer to a jury summons will, upon return to duty after discharge from jury service, furnish to the Agency Head a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the *Jury Act 1977* in respect of any such period.

52.1.3 When a certificate of attendance on jury service is received in respect of any period during which an employee was required to be on duty, the Agency Head will grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Agency Head will grant, at the sole election of the employee, available recreation leave on full pay or leave without pay.

52.2 Witness at Court - Official Capacity - When an employee is subpoenaed or called as a witness in an official capacity, the employee will be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity will be paid by the Agency.

52.3 Witness at Court - Other than in Official Capacity - Crown Witness - An employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) will:

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

52.3.2 Pay into the Treasury of the State of New South Wales all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

52.4 Association Witness - an employee called by the Union to give evidence before an Industrial Tribunal or in another jurisdiction will be granted special leave by the Agency for the required period.

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

52.6 Special Leave - Examinations -

52.6.1 Special leave on full pay up to a maximum of 5 days in any one year will be granted to employees for the purpose of attending at any examination approved by the Agency Head.

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

- 52.6.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the employee, no further leave is granted for any examination.
- 52.7 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Union delegates to undertake Union activities as provided for in clause 57, Trade Union Activities Regarded as Special Leave of this award.
- 52.8 Return Home When Temporarily Living Away from Home - Sufficient special leave will be granted to an employee who is temporarily living away from home as a result of work requirements. Such employee will be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the employee wishes to return home more often, such employee may be granted recreation leave, extended leave to credit or leave without pay, if the operational requirements allow.
- 52.9 Return Home When Transferred to New Location - Special leave will be granted to an employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 52.10 An employee who identifies as an Indigenous Australian will be granted up to one day special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and employee.
- 52.11 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Agency Head for such other purposes, subject to the conditions specified in the guidelines issued by the Public Service Commissioner at the time the leave is taken.
- 52.12 Matters arising from domestic violence situations.
- 52.12.1 When the leave entitlements referred to in clause 53, Leave for Matters Arising from Domestic Violence, have been exhausted, the Agency Head 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.

53. Leave for Matters Arising from Domestic Violence

- 53.1 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 53.2 Leave entitlements provided for in clause 43, Family and Community Service Leave, clause 47, Sick Leave and clause 49, Sick Leave to Care for a Family Member, may be used by employees experiencing domestic violence.
- 53.3 Where the leave entitlements referred to in subclause 53.2 are exhausted, Agency Heads will grant Special Leave as per subclause 52.11.
- 53.4 The Agency Head will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 53.5 Personal information concerning domestic violence will be kept confidential by the Agency.
- 53.6 The Agency Head, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

54. Disputes Procedure

- 54.1 All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Agency, if required.
- 54.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 54.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency Head or delegate.
- 54.4 The immediate manager, or other appropriate employee, will convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 54.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.
- 54.6 If the matter remains unresolved, the Agency Head will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 54.7 The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- 54.8 An employee, at any stage, may request to be represented by the relevant Union.
- 54.9 The employee or the Union on their behalf or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 54.10 The employee, Unions, and the Agency will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 54.11 Whilst the procedures outlined in subclauses 54.1 to 54.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

55. Anti-Discrimination

- 55.1 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, sexuality, transgender identity, age and responsibilities as a carer.
- 55.2 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.
- 55.3 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.

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

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

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

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

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

55.5 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.

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

55.6 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."

56. Trade Union Activities Regarded as on Duty

56.1 A Union delegate will be released from the performance of normal Agency duty when required to undertake any of the activities specified below. While undertaking such activities the Union delegate will be regarded as being on duty and will not be required to apply for leave:

56.1.1 Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2017*.

56.1.2 Attendance at meetings with workplace management or workplace management representatives;

56.1.3 A reasonable period of preparation time, before-

(a) Meetings with management;

(b) Disciplinary or grievance meetings when a Union member requires the presence of a Union delegate; and

(c) Any other meeting with management,

by agreement with management, where operational requirements allow the taking of such time;

56.1.4 Giving evidence in court on behalf of the employer;

56.1.5 Presenting information on the Union and Union activities at induction sessions for new employees of the Agency; and

56.1.6 Distributing official Union 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.

57. Trade Union Activities Regarded as Special Leave

- 57.1 The granting of special leave with pay will apply to the following activities undertaken by a Union delegate, as specified below:
- 57.1.1 Annual or biennial conferences of the Union;
 - 57.1.2 Meetings of the Union's Executive, Committee of Management or Councils;
 - 57.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - 57.1.4 Attendance at meetings called by the Unions NSW involving the Union which requires attendance of a delegate;
 - 57.1.5 Attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;
 - 57.1.6 Giving evidence before an Industrial Tribunal as a witness for the Union;
 - 57.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 56, 57 and 58 apply.

58. Trade Union Training Courses

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

59. Conditions Applying to on Loan Arrangements

- 59.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
- 59.1.1 Meetings interstate or in NSW of a Federal nature to which a Union member has been nominated or elected by the Union:
 - (a) As an Executive Member; or
 - (b) A member of a Federal Council; or
 - (c) Vocational or industry committee.

- 59.1.2 Briefing counsel on behalf of the Union;
- 59.1.3 Assisting Union officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Union;
- 59.1.4 Country tours undertaken by a member of the executive or Council of the Union;
- 59.1.5 Taking up of full-time duties with the Union if elected to the office of President, General Secretary or to another full-time position with the Union.
- 59.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when an employee is placed "on loan" to the Union:
- (a) The Agency will continue to pay the delegate or an authorised Union representative whose services are on loan to the Union;
 - (b) The Agency will seek reimbursement from the Union at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time;
 - (c) Agreement with the Union on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Agency Head and the Union.
- 59.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.
- 59.1.8 Limitation - On loan arrangements may apply to full-time or part-time employees and are to be kept to the minimum time required. Where the Union needs to extend an on loan arrangement, the Union will approach the Agency Head in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- 59.1.9 Where the Head and the Union cannot agree on the on loan arrangement, the matter is to be referred to the Industrial Relations Secretary for determination after consultation with the Agency Head and the Union.

60. Period of Notice for Trade Union Activities

- 60.1 The Agency Head must be notified in writing by the Union or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

61. Access to Facilities by Trade Union Delegates

- 61.1 The workplace will provide accredited delegates with reasonable access to the following facilities for authorised Union activities:
- 61.1.1 Telephone, facsimile and, where available, E-mail facilities;
 - 61.1.2 A notice board for material authorised by the Union or access to staff notice boards for material authorised by the Union;
 - 61.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Union.

62. Responsibilities of the Trade Union Delegate

- 62.1 Responsibilities of the Union delegate are to:

- 62.1.1 Establish accreditation as a delegate with the Union and provide proof of accreditation to the workplace;
- 62.1.2 Participate in the workplace consultative processes, as appropriate;
- 62.1.3 Follow the dispute settling procedure applicable in the workplace;
- 62.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Union business;
- 62.1.5 Account for all time spent on authorised Union business;
- 62.1.6 When special leave is required, to apply for special leave in advance;
- 62.1.7 Distribute Union literature/membership forms, under local arrangements negotiated between the Agency Head and the Union; and
- 62.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

63. Responsibilities of the Trade Union

- 63.1 Responsibilities of the Union are to:
 - 63.1.1 Provide written advice to the Agency Head about a Union activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
 - 63.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 64.1.3 of clause 64, Responsibilities of Workplace Management, of this award;
 - 63.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
 - 63.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
 - 63.1.5 Apply to the Agency Head well in advance of any proposed extension to the "on loan" arrangement;
 - 63.1.6 Assist the workplace management in ensuring that time taken by the Union delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
 - 63.1.7 Advise employer of any leave taken by the Union delegate during the on loan arrangement.

64. Responsibilities of Workplace Management

- 64.1 Where time is required for Union activities in accordance with this clause the responsibilities of the workplace management are to:
 - 64.1.1 Release the accredited delegate from duty for the duration of the Union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
 - 64.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Union to arrange representation at the session;
 - 64.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;

- 64.1.4 Where possible, to provide relief in the role occupied by the delegate in the workplace, while the delegate is undertaking Union responsibilities to assist with the business of workplace management;
- 64.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 64.1.6 Where a Union activity provided under this clause needs to be undertaken on the Union delegate's rostered day off to apply the provisions of paragraph 64.1.5 of this clause;
- 64.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Union and to obtain reimbursement of salary and on-costs from the Union at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 64.1.8 To verify with the Union the time spent by a Union delegate or delegates on Union business, if required; and
- 64.1.9 If the time and/or the facilities allowed for Union activities are thought to be used unreasonably and/or improperly, to consult with the Union before taking any remedial action.

65. Right of Entry Provisions

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

66. Travelling and Other Costs of Trade Union Delegates

- 66.1 Except as specified in paragraph 64.1.3 of clause 64, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Union delegates in the course of Union activities will be paid by the Union.
- 66.2 In respect of meetings called by the workplace management in terms of paragraph 64.1.3 of clause 64, Responsibilities of Workplace Management, of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate.
- 66.3 No overtime, leave in lieu or any other additional costs will be claimable by an employee from the Agency or the Secretary, in respect of Union activities covered by special leave or on duty activities provided for in this clause.
- 66.4 The on loan arrangements will apply strictly as negotiated and no extra claims in respect of the period of on loan will be made on the Agency by the Union or the employee.

67. Industrial Action

- 67.1 Provisions of the *Industrial Relations Act 1996* will apply to the right of Union members to take lawful industrial action (Note the obligations of the parties under clause 54, Dispute Procedure).
- 67.2 There will be no victimisation of employees prior to, during or following such industrial action.

68. Consultation and Technological Change

- 68.1 There will be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and Union.
- 68.2 The Agency management will consult with the Union prior to the introduction of any technological change.

69. Deduction of Trade Union Membership Fees

69.1 At the employee's election, the Agency Head will provide for the employee's Union membership fees to be deducted from the employee's pay and ensure that such fees are transmitted to the employee's Union at regular intervals. Alternative arrangements for the deduction of Union membership fees may be negotiated between the Agency Head and the Union.

70. Review of Allowances Payable in Terms of This Award

70.1 Adjustment of Allowances - Allowances contained in this award will be reviewed as follows:

70.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):

(a) Clause 36, Overtime Meal Allowances, for breakfast, lunch and dinner.

70.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):

(a) Clause 19, Allowances Payable for the Use of Private Motor Vehicle.

70.1.3 Allowances payable in terms of clauses listed in this paragraph will be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):

(a) Clause 39, Uniforms and Protective Clothing

(b) Clause 36, Overtime Meal Allowances, for supper.

70.1.4 Allowances payable in terms of clauses listed in this paragraph will continue to be subject to a percentage increase under an Award, Agreement or Determination and will be adjusted on and from the date or pay period the percentage increase takes effect:

(a) Clause 18, First Aid Allowance;

(b) Clause 38, On-Call (Stand-by) and On-Call Allowance.

ANNEXURE A

SALARIES

Table 1.1 - Ongoing and Temporary Employees, Non-Annualised Salary

Annual rate of pay for a week not exceeding 38 ordinary hours.

Promotion to a Level and from Level to Level is subject to the occurrence of a vacancy in such level with the exception of progression from Level 1 to Level 2.

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings

Level	Step	Annual Rate \$	Annual Rate \$	Annual Rate \$
Venues Officer		22 January 2020 +2.5%	22 January 2021 +0.3%	22 January 2022 +2.04%
1*	1	44,024	44,156	45,057

2	1	45,804	45,941	46,878
	2	46,366	46,505	47,454
	3	47,872	48,016	48,996
3	1	49,270	49,418	50,426
	2	50,583	50,735	51,770
	3	52,925	53,084	54,167
4	1	53,763	53,924	55,024
	2	55,735	55,902	57,042
	3	58,072	58,246	59,434
5	1	64,418	64,611	65,929
	2	67,589	67,792	69,175
	3	70,761	70,973	72,421
6	1	73,786	74,007	75,517
	2	76,811	77,041	78,613
	3	80,661	80,903	82,553
7	1	84,302	84,555	86,280
	2	87,582	87,845	89,637
	3	90,861	91,134	92,993

*A Level 1 Venues Officer will be a casual employee only and will undertake either on the job or off the job structured training to reach a satisfactory standard of performance for engagement in a Casual Level 2 role. At the conclusion of 380 hours employment at Level 1 the employee will progress to Level 2, subject to satisfactory performance of duties and completion of structured training. An employee who hasn't reached the standard of performance required for progression to Level 2, will be counselled and may be provided appropriate additional training as a Level 1 employee for a maximum of a further 152 hours if work is available. After such additional period the employee will not be offered any further casual employment or, if performance of duties is deemed to be of a satisfactory standard future casual engagements will be remunerated at Level 2.

Junior Rates

Employees engaged as weekly employees or as casuals under the provisions of Table 1.1 or Table 1.2, who are less than 18 years of age will be paid according to the following scale:

Under 17 years of age - 80% of the appropriate rate.

Under 18 years but more than 17 years - 90% in the appropriate rate.

18 years and older - 100% of the appropriate rate.

Table 1.2 - Annualised Salaried Employees

Employees engaged under annualised salary packages for all incidents of work under clause 15 this award.

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

Level 8 and Level 9 employees will be paid a salary in accordance with the employee's relevant level and within the salary range as set out in Table 1.2, as per clause 15, Annualised Salary, of this award.

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings.

Level Venues Officer	Step	Salary Per Annum 22 January 2020 +2.5% \$	Salary Per Annum 22 January 2021 +0.3% \$	Salary Per Annum 22 January 2022 2.04% \$
1		N/A	N/A	N/A

2	1	57,636	57,809	58,988
	2	58,343	58,518	59,712
	3	60,584	60,766	62,006
3	1	61,997	62,183	63,452
	2	63,649	63,840	65,142
	3	66,595	66,795	68,158
4	1	67,656	67,859	69,243
	2	70,131	70,341	71,776
	3	73,078	73,297	74,792
5	1	81,060	81,303	82,962
	2	85,050	85,305	87,045
	3	89,043	89,310	91,132
6	1	92,846	93,125	95,025
	2	96,651	96,941	98,919
	3	101,365	101,669	103,743
7	1	106,079	106,397	108,567
	2	110,204	11,0535	112,790
	3	114,331	114,674	117,013
8	Pay Point			
	Min	119,152	57809	58,988
	Max	127,890	58518	59,712
9	Pay Point		60766	62,006
	Min	132,389	62183	63,452
	Max	150,263	63840	65,142

ANNEXURE B

ALLOWANCES

Item No.	Clause No.	Description	Amount Per Annum \$
1	18.1	First Aid Allowance	
		Holders of basic qualifications	936
		Holders of current occupational first aid certificate	1,405
2		Use of Private Motor Vehicle	Cents per Kilometre
		19.2 Official business	72
		19.2 Casual rate (40% of official business rate)	28.8
		Motor cycle allowance	36
		19.7 Towing trailer or horse float	9.36
3	36.1	Overtime meal allowances	
		Breakfast	31.95
		Lunch	31.95
		Dinner	31.95
		Supper	11.80
4	38.1	On-call (stand-by) and on-call allowance	1.02 per hour
5	39.2	Laundry allowance	5.10 per week

ANNEXURE C**CLASSIFICATION STANDARDS**

Employees will perform all duties required by Venues NSW within their skill and competence, to ensure the elimination of demarcation barriers preventing an employee from performing the whole job. At times, these duties may require an employee to perform tasks incidental to their normal activities in order to ensure events are staged in the most cost-efficient manner possible.

Promotion to a Level and from Level to Level is subject to the occurrence of a vacancy in such level with the exception of progression of a casual employee from Level 1 to Level 2.

Progression within Levels 2 to 7 will be by way of incremental progression in terms of Rule 14 of the Government Sector Employment Regulation 2014.

For Levels 8 and 9, an employee may progress within the salary range as applicable to the level at the employer's discretion having regard to all relevant factors including:

the employee's performance which over time has significantly contributed to Venues NSW meeting its corporate objectives and outcomes as outlined in the Agency's business plan;

an employee's increased competence and effectiveness as assessed in the performance review process;

any expanding job requirements (where a role's responsibilities has increased but not sufficiently to result in the role being evaluated at a higher level);

the Agency's budget considerations.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF CUSTOMER SERVICE - SAFEWORK NSW INSPECTORS 2007) REVIEWED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 163535 of 2021)

Before Commissioner Sloan

17 September 2021

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Salaries and Allowances
5.	Conditions of Employment
6.	Hours
7.	Flexible Working Hours Scheme
8.	Overtime
9.	Excess Travelling Time
10.	Annual Leave Loading
11.	Sick Leave - Mutual Leave Fund
12.	After Hours Response Service
13.	Motor Vehicles
14.	Deduction of Union Membership Fees
15.	Classification Structure
16.	Competency Assessment
17.	Entry Level Inspector
18.	Progression as an Inspector
19.	Progression to Senior Inspector or Principal Inspector
20.	Progression to Assistant State Inspector or State Inspector
21.	Grievance Handling and Dispute Settling Procedure
22.	Anti-Discrimination
23.	No Extra Claims
24.	Area, Incidence and Duration

PART B

MONETARY. RATES

Table 1 - Inspector Classification and Salary Scales

Table 2 - After Hours Response Service Allowances

PART A

1. Title

This award will be known as the Crown Employees (Department of Customer Service - SafeWork NSW Inspectors 2007) Reviewed Award.

2. Definitions

"Contract hours" for a full time Inspector, means one fifth of ordinary working hours as prescribed in this award and, for a part time Inspector, means the hours usually worked on the day.

"Competencies" refer to the national competency standards assigned by SafeWork NSW at specific classification levels.

"Daily span of hours" means, for an Inspector required to work flexible hours, the hours that fall within the bandwidth of the flexible working hours scheme of this award, which do not attract payment for overtime and, for an Inspector required to work standard hours, the contract hours defined in this award.

"Inspector" means an employee employed in the SafeWork NSW Branch of the Better Regulation Division of Department of Customer Service under Schedule 1 of the *Government Sector Employment Act 2013* and who occupies a role classified in the Inspector Classifications identified in Table 1 of this award.

"Level" means the salary levels specified in Table 1 of this award.

"Memorandum of Understanding" means the document referred to in this award that specifies the understanding between the parties of the benefits to the parties through the operation of the award, the implementation of the award and the administration of the award.

"Salary scale" means the set of salaries payable under this award and specified in Table 1 of this award.

"Standard hours" are the set and regular hours of SafeWork NSW's operations as determined by SafeWork NSW.

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

"SafeWork NSW" means the SafeWork NSW Branch of the Better Regulation Division of NSW Department of Customer Service.

3. Parties

3.1 The parties to this award are:

- (a) The Industrial Relations Secretary; and
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Salaries and Allowances

4.1 For the purposes of this award, the parties note:

- (a) The former Crown Employees (WorkCover Authority - Inspectors) Award made on 28 November 2003 published 21 May 2004 (344 I.G. 523) was listed in Schedule A and Part B Monetary Rates of the Crown Employees (Public Sector - Salaries 2007) Award published 30 March 2007 (362 I.G. 404).

- (b) The Crown Employees (Public Sector - Salaries 2007) Award provided for a 4% salary increase for Inspectors from the beginning of the first pay period commenced on or after 1 July 2007.
- (c) The 4% salary increase in the Crown Employees (Public Sector - Salaries 2007) Award was the final pay increase arising from the agreement entered into on 21 December 2004 between the New South Wales Government and the Association.
- (d) The increases provided by this award included:
 - (i) A compensatory one-off increase of \$4,500 per annum effective from the first pay period commencing on or after 16 November 2006, for changes to the Private Use Motor Vehicle Scheme included in the Memorandum of Understanding.
 - (ii) Increases that introduced a new salary structure that provide incremental steps comprising:
 - A. Variable increases, effective from the first pay period commencing on or after 16 November 2006, to establish the differentials from the new incremental salary rates.
 - B. The 4% increase in allowances payable under the Crown Employees (Public Sector Salaries 2007) Award paid under that award, effective from the first pay period to commence on or after 1 July 2007.

4.2 The parties agree that:

- (a) During the term of this award, variation to the salaries and allowances included in the Tables to this award by way of salary increases or other benefits will be those applied by the Crown Employees (Public Sector Salaries - 2021) Award, or a replacement award.

4.3 Classifications and Salaries

- (1) The classifications are set out in Table 1 of Part B, Monetary Rates, of this award.
- (2) The corresponding salary rates are set by the Crown Employees (Public Sector - Salaries 2021) Award or any variation or replacement award.
- (3) The salaries of employees employed are adjusted to the appropriate scale prescribed by the award on the basis of years of service in role or grade.
- (4) In calculating years of service for the purpose of this award the following periods are not taken into account:
 - (a) Any period in respect of which an increment is refused in accordance with clause 14, Increments, of the Government Sector Employment Regulation 2014;
 - (b) Any leave of absence without pay exceeding five days in any incremental year;
 - (c) Any period necessary to give full effect to a reduction in salary imposed under sections 68 Unsatisfactory performance of government sector employees and 69 Misconduct - Public Service and other prescribed government sector employees the *Government Sector Employment Act 2013*.

5. Conditions of Employment

- 5.1 The provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 apply to an Inspector except for the following provisions in this award, which replace any respective counterpart provision applying within the relevant clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009:

- (a) Flexible working hours.
 - (b) Overtime and overtime meal allowances.
 - (c) Excess travelling time.
 - (d) Annual leave loading.
 - (e) Sick leave with respect to the Mutual Leave Fund.
- 5.2 In the event of any inconsistency or ambiguity that may arise in the application of this award, the relevant provisions of this award will apply before the relevant provisions of Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

6. Hours

- 6.1 The ordinary working hours of an Inspector are 38 hours per week, Monday to Friday.
- 6.2 An Inspector's contract hours for one day are equivalent to 7 hours and 36 minutes, which are used to calculate leave entitlements and for SafeWork NSW to determine the standard hours for an Inspector.
- 6.3 An Inspector's daily span of hours will be either the bandwidth specified under the flexible working hours scheme of this award or the standard hours determined by SafeWork NSW.

7. Flexible Working Hours

- 7.1 The Department of Finance Services and Innovation Flexible Working Hours Agreement 2016 or its replacement will apply to all Inspectors working under this award.

8. Overtime

- 8.1 Eligibility for overtime:
- (a) An Inspector will be eligible for overtime if they have been directed by their supervisor to work -
 - i. more than 10 hours in one day; or
 - ii. before 6:00am or after 10:00pm; or
 - iii. on a Saturday, Sunday or public holiday.
 - (b) Hours worked under the extended bandwidth will not of itself result in overtime, unless the conditions in (a) apply.
 - (c) An Inspector who is rostered for the After Hours Response Service when "called out" to attend an incident will be paid a minimum of 3 hours at double time per each separate incident.
- 8.2 An Inspector may be directed to work overtime, provided it is reasonable for the Inspector to be required to do so. An Inspector may refuse to work overtime in circumstances where the working of such overtime would result in the Inspector working unreasonable hours. In determining what is unreasonable, the following factors must be taken into account:
- (a) the Inspector's prior commitments outside the workplace, particularly the Inspector's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to the Inspector's health and safety,
 - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,

- (d) the notice (if any) given regarding the working of the overtime, and by the Inspector of their intention to refuse overtime, or
- (e) any other relevant matter.

8.3 Overtime is to be calculated using the formula

$$\frac{\text{Annual Salary} \div 52.17857}{35} = \text{Hourly Rate}$$

8.4 Overtime Meal Allowances:

- (a) The overtime meal allowances for breakfast, lunch and dinner specified in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 will apply.
- (b) Breakfast Allowance - Inspectors are eligible for the allowance for breakfast when they have been directed to work before 6.00am and an expense is actually incurred.
- (c) Lunch Allowance - Inspectors are eligible for the allowance for lunch when they have been directed to work on a Saturday, Sunday or public holiday and commence before 8.30am and finish after 1.30pm or commence after 8.30am and finish after 2.00pm and an expense is actually incurred.
- (d) Dinner Allowance - Inspectors are eligible for the allowance for dinner when they have been directed to work after 6.30pm and an expense is actually incurred.

8.5 Meal breaks are in an Inspector's own time and are not counted towards an Inspector's work time or for the payment of overtime or the accrual of flexible working hours.

9. Excess Travelling Time

9.1 Excess travelling time is the time taken for an Inspector to travel to a work location that is in excess of the time normally taken for the Inspector to travel between their home and their office.

9.2 Compensation for excess travelling time applies when:

- (a) the travel is required to perform SafeWork NSW duties; and
- (b) the travel has had prior approval; and
- (c) the excess travelling time amounts to at least 15 minutes on any one day outside the daily span of hours after deducting the time normally taken for an Inspector to travel between their home and their office.

9.3 Excess travelling time undertaken during the Extended Bandwidth will accrue as hours worked under flexible working hours.

9.4 Excess travelling time undertaken outside the Extended Bandwidth of before 6.00am or after 10.00pm Monday to Friday, or on a Saturday, Sunday or public holiday, or on a non-working day, will be compensated by payment or by leave in lieu at the Inspector's ordinary rate of pay.

9.5 SafeWork NSW will decide which type of compensation to grant, having regard to the needs of the Inspector and SafeWork NSW.

10. Annual Leave Loading

10.1 The salary rates in Crown Employees (Public Sector - Salaries 2021) Award include an amount of 1.5% of the relevant rate to reflect the annualisation of leave loading.

11. Sick Leave - Mutual Leave Fund

- 11.1 This award continues the SafeWork NSW Inspectors' Mutual Leave Fund (the Fund).
- 11.2 The Fund is an additional entitlement to an Inspector's annual sick leave entitlements and will operate as follows:
- (a) Unless otherwise agreed between the parties, a contribution of three days sick leave will be made from an Inspector's annual sick leave entitlement on 1 January each year and pooled in the Fund.
 - (b) These pooled days will accumulate for the life of this award.
 - (c) An Inspector with less than five days sick leave on the 1 January will not be required to contribute any days sick leave for that year but will be required to contribute no more than three days sick leave on 1 January of the following year.
 - (d) Contributions from an Inspector's annual sick leave entitlement -
 - i. will cease when the maximum number of pooled days reaches 2,100 days or more; and
 - ii. will re-start when the number of pooled days reaches 1,500 days or less.
 - (e) An Inspector will be notified regarding further contributions from their annual sick leave entitlement when the minimum number of pooled days has been reached.
 - (f) If the Fund is discontinued for any reason, the accumulated sick leave days will be re-credited to the Inspector's sick leave entitlement to the extent of the contributions made, less the number of days paid to the Inspector from the Fund.
 - (g) An Inspector who transfers to a position within SafeWork NSW not covered by this award, or transfers elsewhere in the Public Service, will have re-credited to the Inspector's sick leave entitlement, the contributions made less the number of days paid to the Inspector from the Fund.
 - (h) An Inspector is entitled to claim from the Fund when -
 - i. their accumulated and annual sick leave entitlement is exhausted; and
 - ii. they have been absent from work due to sickness or injury for 10 consecutive working days, as a qualifying period.
 - (i) SafeWork NSW may, subject to the circumstances of the case such as part time absences for treatment of a chronic illness, reduce or waive the requirement for an Inspector to have been absent from work for the qualifying period of 10 consecutive working days.
 - (j) An Inspector is entitled to claim from the Fund for all days absent from work through sickness or injury, including the 10 consecutive working days qualifying period.
 - (k) A medical certificate must support all days claimed from the Fund.
 - (l) Should the Fund be unable to meet claims because of insufficient pooled days, SafeWork NSW will underwrite any claims until the Fund receives further contributions.

12. After Hours Response Service

- 12.1 An After Hours Response Service will operate to provide a rapid response to an emergency incident that occurs outside SafeWork NSW standard hours and includes the Emergency Telephone and the Asbestos Demolition Response Service.

- 12.2 An Inspector who is rostered for the After Hours Response Service as the After Hours Response Manager or as a Rostered Inspector will be paid the allowances specified in Table 2 of this award.
- 12.3 An Inspector who is rostered for the After Hours Response Service when called out to attend an emergency incident will be paid a minimum of three hours overtime at double time for each separate incident.
- 12.4 Should an Inspector be called out to attend an emergency incident on a public holiday, the Inspector will be paid a minimum of three hours at double time and a half for each separate incident.

13. Motor Vehicles

- 13.1 A motor vehicle will be allocated to an Inspector as a tool of work to enable the efficient and effective operation of SafeWork NSW services.
- 13.2 The motor vehicle allocated to an Inspector will be available for private use by the Inspector, subject to the SafeWork NSW Motor Vehicle Private Use Scheme.
- 13.3 The parties acknowledge that motor vehicles are allocated, along with a package of conditions including a 38 hour week, to enable the efficient and effective operation of services provided by field based inspectors. SafeWork NSW acknowledges that Inspectors originally traded a 35 hour week as well as other trade offs to obtain the conditions in this package.

14. Deduction of Union Membership Fees

- 14.1 The union will provide SafeWork NSW with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 14.2 The union must advise SafeWork NSW of any change to the amount of fortnightly membership fees made under its rules and any variation to the schedule of union fortnightly membership fees payable must be provided to SafeWork NSW at least one month in advance of the variation taking effect.
- 14.3 Subject to 14.1 and 14.2 above, SafeWork NSW will deduct union fortnightly membership fees from the pay of any Inspector who is a member of the union in accordance with the union's rules, provided that the Inspector has authorised SafeWork NSW to make such deductions.
- 14.4 Money so deducted from the Inspector's pay must 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.
- 14.5 Unless SafeWork NSW and the union agree to other arrangements, all union membership fees must be deducted on a fortnightly basis.
- 14.6 Where an Inspector has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the Inspector to make a fresh authorisation in order for such deductions to continue.

15. Classification Structure

- 15.1 The Inspector Classification has two streams, Inspectorial and Managerial, which represent work of either an inspectorial nature or of a managerial nature and reflect the different types of work performed, knowledge required, problem solving skills employed and accountability levels established.
- 15.2 Appointment to and progression within the Inspectorial stream will be in accordance with the provisions contained in clauses 17, 18, 19 and 20 of this award.
- 15.3 Appointment to and progression within the managerial stream will be by merit selection.

15.4 Transfer between each stream, will be subject to the follow principles:

- (a) An Inspector in the Inspectorial Stream who is successful in being appointed to a role in the Managerial Stream will transfer to the Managerial Stream role and retain their Inspectorial Stream salary where -
 - i. their Inspectorial Stream salary is higher than the salary for the Managerial Stream role, and
 - ii. the functions and scope of the Managerial Stream role, as determined by SafeWork NSW, enables the Inspector to continue to exercise their Inspectorial skills and knowledge in the field at the level consistent with their Inspectorial Stream salary.
- (b) An Inspector in the Managerial Stream may transfer to a role in the Inspectorial Stream provided that -
 - i. there is an identified need approved by SafeWork NSW, and
 - ii. the Inspector holds the relevant competencies or other qualifications specified for the Inspectorial Stream role to which they are transferred; or,
 - iii. a District Coordinator who has held that role for 3 years and is approved to transfer into the Inspectorial stream may do so without the need to obtain Principal Inspector competencies. Periods of acting as a District Coordinator do not count towards the 3-year period. A District Coordinator 2 will move to the salary rate of a Principal Inspector 2.
- (c) An Inspector transferring to another role within the Inspectorial stream or within the Managerial stream will be subject to procedures determined by SafeWork NSW following consultation with the PSA.

16. Competency Assessment

- 16.1 Progression to and/or any appointment of a candidate who does not hold the position of Inspector to the Inspector Classifications of Senior Inspector, Principal Inspector, Assistant State Inspector and State Inspector will be subject to, amongst other requirements, consideration of pre-established merit selection and competency standards including a candidate holding the relevant competencies for the role as specified in the Memorandum of Understanding.
- 16.2 SafeWork NSW will ensure that a policy of equal opportunity is applied so that all Inspectors are offered equal access to work of a nature that provides learning and development in the disciplines and fields of knowledge relevant to competency units. This may involve an Inspector changing groups, teams or locations to access these opportunities.
- 16.3 The parties are committed to a process of consultation on the methods to be used to assess an Inspector against a competency unit, with a view to reaching agreement on the methods adopted being:
 - (a) fairly and justly applied,
 - (b) regarded by the parties as appropriate for assessment of the Inspector against the relevant competency unit, and
 - (c) consistent with the national guidelines for assessment of competency units contained in appropriate National Training Packages.
- 16.4 Changes to the competency units selected and assigned at each Inspector classification level:
 - (a) will require the parties to consult and reach agreement to those changes.
 - (b) will occur in such a way as to ensure that the competency assessment process is fair and just.

- (c) The parties are committed to a process of ensuring that the competency units selected remain relevant and appropriate to the work of an Inspector.

17. Entry Level Inspector

17.1 An entry level Inspector is an Inspector recruited to an Inspector Classification role for which they applied, on a salary level for the role that is commensurate with their skill and experience as determined by SafeWork NSW.

17.2 Probationary appointment and confirmation:

- (a) An entry level Inspector will be appointed on probation for a period of 12 months, or such other period as directed by SafeWork NSW, to -
- i. undertake training for the Diploma of Government (Workplace Inspection) issued by SafeWork NSW as a Registered Training Organisation, and
 - ii. receive instruction in the conduct and performance of an Inspector.
- (b) The entry level Inspector will be eligible for confirmation of appointment when they have -
- i. met the standards required within the entry level Inspector's training program, which includes assignments and field activities, and have had their conduct and performance assessed as satisfactory.
 - ii. been assessed and deemed competent for the Diploma of Government (Workplace Inspection).
- (c) The entry level Inspector who has completed a period of probation in a role other than Inspector in SafeWork NSW, or a role in another Department or other New South Wales public authority, and was confirmed in that role, will be regarded as an entry level Inspector and will be required to -
- i. undertake the training and receive instructions as specified in (a), and
 - ii. satisfy the confirmation of appointment provisions in (b).

17.3 Should an entry level Inspector not satisfy the confirmation of appointment provisions within the 12-month period, SafeWork NSW may extend their probation for a further period or periods considered appropriate by SafeWork NSW to complete the confirmation of appointment requirements, subject to reasonable notice being given to the entry level Inspector.

17.4 Should an entry level Inspector fail to complete the requirements for confirmation of appointment within the extended period, SafeWork NSW will discontinue the provision of training and instructions and will consider the future of their continued employment in SafeWork NSW.

18. Incremental Progression

18.1 Incremental progression as an Inspector from Inspector Level 1 to Inspector Level 2 and subsequently to Inspector Level 3 will be subject to an Inspector's conduct and performance being assessed as satisfactory after a period of 12 months as an Inspector Level 1, Inspector Level 2, or Inspector Level 3.

18.2 Incremental progression within each of the Inspector classifications within the Inspectorial Stream other than Inspector Level 1, Inspector Level 2, or Inspector Level 3, and within the Managerial stream, will be subject to an Inspector's conduct and performance being assessed as satisfactory after a period of 24 months in the Inspector's classification.

19. Progression to Senior Inspector or Principal Inspector

19.1 Progression to Senior Inspector or Principal Inspector will require:

- (a) the Inspector's conduct and performance being assessed as satisfactory, and
- (b) the Inspector holding relevant competencies for a Senior Inspector or Principal Inspector, whichever applies.

20. Progression to Assistant State Inspector or State Inspector

20.1 Progression to Assistant State Inspector or State Inspector will be subject to:

- (a) the Inspector holding the relevant competencies for an Assistant State Inspector or State Inspector, and
- (b) merit selection.

21. Grievance and Dispute Settling Procedures

- 21.1 All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within SafeWork NSW, if required.
- 21.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 21.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the relevant Executive Director or delegate.
- 21.4 The immediate manager, or other appropriate officer, will convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 21.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the relevant Executive Director.
- 21.6 The relevant Executive Director may refer the matter to the Industrial Relations Secretary for consideration.
- 21.7 If the matter remains unresolved, the Executive Director will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 21.8 An employee, at any stage, may request to be represented by the Union.
- 21.9 The employee, or the Union on their behalf, or the Executive Director may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 21.10 The employee, Union, SafeWork NSW and the Public Service Commission will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

21.11 Whilst the procedures outlined in subclauses 21.1 to 21.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

22. Anti-Discrimination

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

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

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

22.4 Nothing in this clause is to be taken to 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 exempt 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.

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

22.6 Notes -

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

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

23. No Extra Claims

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

24. Area, Incidence and Duration

24.1 This award will apply to all Inspectors who occupy a position classified in the Inspector Classifications identified in Table 1 of this award.

- 24.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Departmental of Customer Service – SafeWork NSW Inspectors 2007) Reviewed Award published 20 December 2019 (385 I.G. 846), as varied.
- 24.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 17 September 2021.
- 24.4 This award remains in force for a period of three years from 17 September 2021 or until varied or rescinded.

Table 1 - Inspector Classifications and Salary Scales

Current salaries for classifications covered by this Award are determined by the Crown Employees (Public Sector - Salaries 2021) Award or its replacement and are found in the salary tables attached to that award. The below tables are for historical purposes only.

Inspectorial Stream	Managerial Stream
Level 1	
Level 2	
Level 3	
Senior Inspector 1	
Senior Inspector 2	
Principal Inspector 1	District Coordinator 1
Principal Inspector 2	
Assistant State Inspector 1	District Coordinator 2
Assistant State Inspector 2	
State Inspector 1	Team Coordinator 1
State Inspector 2	Team Coordinator 2 State Coordinator 1 State Coordinator 2 Team Manager 1 Team Manager 2

Table 2 - After Hours Response Service Allowances

Role	Allowances	
	Roster Allowances	Phone Call Disturbance Allowance
	From first pay period commencing 1 July 2007	From first pay period commencing 1 July 2007
After Hours Response Manager	\$116 per week	\$31 per call received up to eight calls in 24 hours

Rostered Inspector	\$116 per week	\$21 per call received up to eight calls in 24 hours
--------------------	----------------	--

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 167375 of 2021)

Before Commissioner Sloan

16 September 2021

REVIEWED AWARD

Arrangement

PART A

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

PART B

MONETARY RATES

Schedule 1 - Salaries

PART A

1. Title

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

2. Parties

The parties to this Award are:

Industrial Relations Secretary

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

3. Salaries

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

- 3.2 The salaries set out in Schedule 1 - Salaries of the said Part B are in accordance with the Crown Employees (Public Sector - Salaries 2021) Award or any award replacing it.

4. Definitions

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

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

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

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

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

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

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

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

5. Descriptors

Archivist Grade 1

A professional practitioner at this level:

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

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

Archivist Grade 2

An experienced professional practitioner or developing specialist at this level:

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

Archivist Grade 3

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

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

Archivist Grade 4

A professional manager or senior specialist at this level:

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

Archivist Grade 5

A senior professional manager or principal specialist at this level:

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

Library Assistant

A practitioner at this level:

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

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

Library Technician Grade 1

A paraprofessional practitioner at this level:

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

Library Technician Grade 2

An experienced paraprofessional practitioner or specialist at this level:

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

Librarian Grade 1

A professional practitioner at this level:

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

Librarian Grade 2

An experienced professional practitioner and/or developing specialist at this level:

- (a) Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service.
- (b) Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.
- (c) Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work including decisions is direct but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Librarian Grade 3

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

- (a) Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.
- (b) Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.

- (c) Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.
- (e) The outcome of work including decisions is usually intermediate to long term and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal, library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.

Librarian Grade 4

A principal professional practitioner and/or senior manager and/or senior specialist at this level:

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

Librarian Grade 5

A principal professional manager and/or principal specialist at this level:

- (a) Leads and directs a branch or program or library service of strategic significance to the organisation and/or provides authoritative advice of the highest order in an area of specialist expertise of significance to the organisation, industry or profession.
- (b) Requires extensive knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Requires extensive management expertise and detailed knowledge of service delivery and development issues, and/or standing as a recognised authority on systems, collections, services, or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises critical or managerial judgment and initiative to anticipate, conceptualise and resolve sophisticated problems that have strategic organisational impact. Is able to independently conceive of,

and implement program objectives and strategies, or new systems or approaches in the absence of precedent.

- (d) Work is primarily guided by organisational policies and administrative controls.
- (e) The outcome of work, including decisions is strategic, and contributes substantially to organisational performance, or to the body of professional or subject knowledge. Work has significant legal, policy or service delivery implications at the organisational, State or National level.

6. Commencing Rates of Pay

- 6.1 An employee assigned as a Librarian or Archivist Grade 1 who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) will have a commencing salary of not less than the rate prescribed for the first year of service as set out in Part B of the Crown Employees (Public Sector - Salaries 2021) Award or any replacement award.
- 6.2 An employee assigned as a Librarian or Archivist Grade 1 who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) will have a commencing salary of not less than the rate prescribed for the second year of service as set out in Part B of the Crown Employees (Public Sector - Salaries 2021) Award or any replacement award

7. Conditions of Employment

The employees regulated by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2021) Award or any awards replacing these awards.

8. Anti-Discrimination

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

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

- 8.2 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 8.3 Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 8.4 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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

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

9. Grievance and Dispute Resolution Procedures

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

10. Area, Incidence and Duration

This award applies to employees in the classifications of Librarian, Library Assistant, Library Technician or Archivist employed under the *Government Sector Employment Act 2013*.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award published 15 May 2020 (388 I.G. 90), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 17 September 2021.

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

PART B

MONETARY RATES

Schedule 1 - Salaries

Classification and Grades	Salary Point	1.7.21 Per annum 2.04% \$
Librarians and Archivists		
Grade 1		
Year 1	46	66,298
Year 2	52	70,151
Year 3	58	74,117
Year 4	64	78,736
Year 5	69	82,690
Year 6	74	86,621
Grade 2		
Year 1	78	90,253
Year 2	82	93,791
Year 3	87	98,451
Year 4	91	102,403
Grade 3		
Year 1	96	107,789
Year 2	99	111,121
Year 3	103	115,483
Year 4	107	120,096
Grade 4		
Year 1	110	123,693
Year 2	113	127,332
Year 3	116	131,094
Year 4	119	135,176
Grade 5		
Year 1	122	138,993
Year 2	125	143,651
Year 3	128	148,270
Year 4	-	153,301
Library Assistant		
Year 1	20	51,856
Year 2	25	55,028
Year 3	32	58,481
Year 4	40	62,839
Year 5	44	65,160
Library Technician		
Grade 1		
Year 1	46	66,298
Year 2	52	70,151

Year 3	58	74,117
Year 4	64	78,736
Grade 2		
Year 1	75	87,493
Year 2	78	90,253
Year 3	82	93,791
Year 4	87	98,451

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (LORD HOWE ISLAND BOARD SALARIES AND CONDITIONS 2021) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 167471 of 2021)

Before Commissioner Sloan

20 September 2021

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Multi-skilling and Employee Flexibility
3.	Salaries
4.	Appointment
5.	Salary Progression
6.	Island Disability Allowance
7.	Disability Allowance (Commonwealth District Allowance)
8.	Call-out Allowance
9.	Temporary Assignments to Higher Non-Executive Roles
10.	Boot Allowances
11.	Special Duties Allowance
12.	Waste Service Allowance
13.	Travel Allowances
14.	Allowance for Surveying Duties
15.	Adjustment of Allowances
16.	Hours
17.	Overtime
18.	Time in Lieu
19.	Public Holidays
20.	Recreation Leave
21.	Sick Leave
22.	Family and Community Service Leave and Personal and Carer's Leave
23.	Special Leave
24.	Leave Without Pay
25.	Extended Leave
26.	Parental Leave
27.	Study Assistance
28.	Part-Time Work
29.	Semi-Official Telephone Subsidy
30.	Relocated Employees
31.	Casual Employment
32.	Termination of Employment
33.	Deduction of Union Dues
34.	Consultation

35. Grievance and Disputes Settling Procedures
36. Uniforms and Laundry Allowance
37. Anti-Discrimination
38. Secure Employment
39. Conditions of Employment
40. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salary Rates for Lord Howe Island Officers

Table 2 - Allowances

PART A

1. Definitions

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

"Board" means the Lord Howe Island Board established under the *Lord Howe Island Act 1953*.

"Casual employee" means any employee engaged in terms of Part 4, Division 5, Section 43 1(c) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"Chief Executive Officer" or CEO means the Chief Executive Officer of the Lord Howe Island Board.

"Credit hours" is the difference between the number of hours worked and contract hours, where the number of hours worked in a settlement period is more than contract hours.

"Debit hours" is the difference between the number of hours worked and contract hours, where the number of hours worked in a settlement period is less than contract hours.

"Department Head" for the purposes of this award is the Secretary of the NSW Department of Planning, Industry and Environment (or any subsequent Department assuming employment functions for the Lord Howe Island Board) or any officer delegated by that Department Head to exercise the functions of Department Head.

"Industrial Relations Secretary" is as defined by the *Government Sector Employment Act 2013*.

"Employee" or "employees" means and includes all persons employed from time to time under the *Government Sector Employment Act 2013*.

2. Multi-Skilling and Employee Flexibility

- (i) Employees may be directed to perform any work in any area of the Board's operations which is within their competence and which is consistent with the duties described within an employee's Role Description.
- (ii) Employee training will be used to promote greater flexibility and multi-skilling.

3. Salaries

- (i) Employees will be appointed to one of the grades outlined in Table 1 of Part B Monetary Rates.
- (ii) The rates of pay set out in Table 1 include payment for annual leave loading and Island Disability allowance.

- (iii) The rates of pay are set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award or any variation or replacement award.

4. Appointment

- (i) Roles will be graded using an accredited job evaluation system.
- (ii) Except as provided in subclause (iii), employees will be appointed to the first salary point in the grade of the role to which they are appointed.
- (iii) The Department Head may appoint a person at a higher salary level within the grade. In determining commencing salary, regard will be had to:
 - (a) the person's skills, experience and qualifications;
 - (b) the rate required to attract the person; and
 - (c) the remuneration of existing employees performing similar work.

5. Salary Progression

- (i) Progression within each grade will be by annual increment, provided that the Chief Executive Officer is satisfied with the conduct and manner of performance of duties of the employee concerned.
- (ii) Progression to another grade will be by competitive selection for an advertised vacancy.

6. Island Disability Allowance

- (i) All employees are entitled to payment of the Island Disability Allowance. The allowance is compensation for the high cost of living and isolation and is in lieu of any other remote area allowance.
- (ii) The allowance is incorporated into all salary rates (see clause 3, Salaries, of this Award).

7. Disability Allowance (Commonwealth District Allowance)

- (i) Except as provided for in this clause, no employees are entitled to payment of the Disability Allowance which is equivalent to the Commonwealth District Allowance.
- (ii) Employees who at the date of commencement of this Award are receiving the Disability Allowance (or any residual amount of the Disability Allowance that has been previously discounted) will continue to receive it on a personal basis. However,
 - (a) The Disability Allowance will no longer be increased.
 - (b) Employees receiving this allowance (Senior Electrical Officer only) will have the current allowance discounted by the amount of any future salary increases from a base of \$1,897 as at 1 July 2006 (the Island Disability Allowance at that time) until such time as the base equals \$3,317 when the allowance under this clause will cease to be paid.

8. Call-Out Allowance

- (i) Except as provided by in this clause, no employees are entitled to payment of a Call-out Allowance.
- (ii) Employees who at the date of commencement of this Award are receiving a Call-out Allowance will continue to receive such an allowance on a personal basis.
 - (a) The Senior Electrical Officer will continue to receive an allowance of \$1,800 p.a. At the conclusion of the current occupant's employment, the allowance will cease to apply.

- (b) The Call-out Allowance referred to in paragraph (a) of this subclause will not be adjusted.

9. Temporary Assignments to Higher Non-Executive Roles

- (i) Employees who are temporarily assigned to another role in the agency for five or more consecutive working days will be paid an allowance in accordance with the Government Sector Employment Regulation 2014 if the assigned role is at a higher classification than the employee's current classification of work.
- (ii) The allowance will be agreed following discussion with the employee and will be a proportion of the employee's existing salary and the salary for the minimum rate for the higher role depending on the range of duties to be performed.

10. Boot Allowances

- (i) Employees who are regularly directed to work in the permanent park preserve will be entitled to a hiking boot allowance of up to the rate as set in Table 2 of Part B, Monetary Rates if not supplied with hiking boots as part of their uniform.
- (ii) Employees who are regularly directed to undertake tree climbing for the purposes of research will be entitled to a climbing boot allowance of up to the rate as set in Table 2 of Part B, Monetary Rates.
- (iii) The allowances will be payable on production of a receipt and on condemnation of the previous pair of boots.

11. Special Duties Allowance

- (i) A Special Duties Allowance will be paid to employees who perform duties which:
- (a) require special training, such as abseiling, or tree climbing for the purpose of tree surgery or research; or
 - (b) involves the rescue of people from difficult locations involving specialised rescue equipment for which specific training is required, and/ or from locations that are more than 300 metres from established roads, tracks or routes; or from the sea; or
 - (c) involves performing operational duties in servicing rota loos and composting toilets, excluding normal day to day cleaning.
- (ii) The special duties allowance applicable is set out in Table 2 of Part B, Monetary Rates.
- (iii) The allowance will only be payable to employees who are directed to, and who actually perform the special duties.

12. Waste Services Allowance

- (i) Employees when required to handle putrescibles waste and sewerage at the Waste Management Facility, or similar duties at this or other work environments as determined by the Chief Executive Officer, will receive the Waste Service Allowance for actual time worked.
- (ii) The Waste Service Allowance applicable is set out in Table 2 of Part B, Monetary Rates.

13. Travel Allowances

Travel allowances will be paid in accordance with the provisions for travelling compensation under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

14. Allowance for Surveying Duties

- (i) Subject to subclause (iii) of this clause, employees who perform surveying for cadastral or engineering purposes will be entitled to an allowance for surveying duties.
- (ii) The allowance will be paid for each hour or part thereof that surveying duties are performed and the amount of the allowance will be the difference between the current hourly salary rate of the person performing the surveying duties and the current hourly rate payable for a Lord Howe Island Officer Grade 5, Year 3.
- (iii) The allowance will only be payable to employees directed to, and who actually perform surveying duties and who are currently at Grade 5, Year 2 or lower and hold a Bachelor of Surveying Degree.

15. Adjustment of Allowances

The Boot Allowances, Special Duties Allowance and Waste Services Allowance may be adjusted from time to time, provided that the Department Head and the Association agree to such adjustments.

16. Hours

General

- (i) The ordinary hours of work for all employees covered by this Award will be an average of 38 per week over a 4 week settlement period, Monday to Sunday inclusive.
- (ii) The ordinary hours of work will generally be worked Monday to Friday, however some employees may be required to perform some of their ordinary time on weekends and public holidays.
- (iii) Ordinary hours will be worked between 6.30 am and 7.00 pm.
- (iv) Employees will be able to work either flexitime arrangements or set patterns of hours (where start and finish times are set) in consultation with their manager/supervisor. Such working hour arrangements will be determined in relation to the needs of the work and the work group.
- (v) The business hours of the Board are from 8.30 am to 4.30 pm Monday to Friday. The hours of work for administrative employees will be arranged to ensure that an adequate level of service is maintained during business hours.

Part A - Flexi time

- (i) Time will not be credited for work performed outside the bandwidth of 6.30 am and 7.00 pm.
- (ii) The usual start and finish times for working flexitime will be agreed to with the supervisor/manager to ensure that employees are working the hours necessary for their position and maintain the necessary level of service during business hours.
- (iii) Employees must take an unpaid lunch break of at least 30 minutes, however employees may take a break of up to 2 hours. An employee may only take a lunch break of more than 1 hour with the prior approval of his/her supervisor.
- (iv) Generally an individual may select start and finishing times, however where it is necessary the supervisor may direct employees to work for 7.6 hours on a particular day and also direct employees to start and finish at particular times within the bandwidth on that day.
- (v) Employees may work for more than 7.6 hours per day, where work is available which can be performed at the convenience of the Board. Employees may also work for less than 7.6 hours on a particular day. The maximum number of hours employees may record as being worked in a day is 10 hours (10.5 hours less a 0.5 hour lunch break).

- (vi) An employee may be required to perform work beyond the hours determined under subclause (i) and in line with subclauses (iv) and (v) but only if it is reasonable for the employee to be required to do so. In determining what is unreasonable the following factors must be taken into account:
- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to an employee's health and safety;
 - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the Board and the effect on client services;
 - (d) the notice (if any) given by the Board regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours, or
 - (e) any other relevant matter.
- (vii) An employee may carry a maximum of 38 hours credit into the next settlement period. Weekly hours worked during the settlement period are to be monitored by the employee and their supervisor. If it appears that the employee may accumulate enough hours to exceed this maximum carryover, then the supervisor and the employee must develop a strategy to ensure that the employee does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- (viii) At the end of the settlement period, debit hours accumulated in excess of 10 are debited against recreation leave or, if the employee has no recreation leave, will be taken as leave without pay.
- (ix) Generally, an employee may, with the approval of his/her supervisor, take 3 days (22.8 hours) of flexi leave in a settlement period. Such flexi leave may be taken as either whole and/or half days.
- (x) A half day may only be taken off either before 3 hours and 48 minutes are worked during the bandwidth or after 3 hours and 48 minutes are worked during the bandwidth.
- (xi) Flexi leave may be taken before or after a period of recreation leave but may not be taken during a period of recreation leave.
- (xii) An employee must have the approval of his/her supervisor prior to taking flexi leave. The supervisor may refuse any request for flexi leave provided there is good and sufficient reason.
- (xiii) The Chief Executive Officer may direct an employee to work under a standard hours arrangement (7.6 hours per day with established commencing and finishing times) where it is evident that the employee is not observing the hours arrangements established under this Award or any associated administrative instructions.
- (xiv) Where employees give notice of resignation or retirement, they should take all reasonable steps to eliminate any accumulated credit or debit hours. No compensation will be paid for any accumulated credit hours on the last day of service. Where employees have accumulated debit hours at the completion of the last day of service any monies owing must be debited accordingly.

Part B - Set Patterns of Hours

- (i) Employees working a set pattern of hours will usually work eight hours per day with 0.4 of one hour accruing toward one rostered day off in each four week period, however, such employees may be required to work other roster arrangements depending on the needs of the work.
- (ii) Hours will usually be worked from 7.00 am to 3.30 pm. By mutual agreement between the CEO and employees starting and ceasing times may be varied.
- (iii) Employees are entitled to an unpaid lunch break of 30 minutes.

- (iv) Employees may take a morning tea break (not exceeding 10 minutes) at the place where work is being conducted at the time of the break, provided that there is no disruption to the continuity of the work being performed.
- (v) The Board will provide appropriate utensils (such as eskies and thermoses), to enable employees to take their tea or lunch breaks at the work site.
- (vi) Days off for all employees will be rostered over each 4 week period. In drawing up the roster, regard must be had to the work programs being undertaken, the needs of the Board and the needs of the employees.
- (vii) By consultation with the supervisor, an employee may alter his/her rostered day off. Rostered days off may only be altered if doing so involves no additional costs to the Board and causes no disruption to work programs.
- (viii) Employees may accumulate up to 5 rostered days off.

17. Overtime

- (i) The provisions contained in the Overtime-General, Overtime Worked by Day Workers, Recall to Duty, Overtime Meal Breaks and Overtime Meal Allowances clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 apply to employees.
- (ii) Employees will not be entitled to compensation for overtime if it is customary for employees to return to work to perform a specific job that is usually performed outside of ordinary working hours. Such time will contribute to the ordinary hours of work for the week (i.e. part of the 38 hours per week).
- (iii) The minimum payment rates for overtime worked on a Saturday, Sunday or public holiday (as set out in the Overtime-General clause of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 do not apply in the following circumstances:
 - (a) employees required to carry out airport inspections on Saturdays, Sundays and Public Holidays will be paid at time and a half for actual time worked.
 - (b) Regular maintenance at the Powerhouse undertaken by the Senior Electrical Officer employed at the time of the making this Award on Saturdays, Sundays and Public Holidays will continue to receive the payments that applied before this Award was made. On the termination of employment of the current Senior Electrical Officer, this subclause will cease to apply and any new employee responsible for the maintenance and operation of the Powerhouse will receive overtime provisions in accordance with subclause (i) of this clause.
- (iv) Casual employees are entitled to be paid overtime in accordance with the provisions of subclause (i) of this clause.

18. Time in Lieu

By agreement between the Chief Executive Officer and employees, directed overtime may be taken as time off in lieu. Time off in lieu will be allotted at overtime rates. Such time off is to be taken within a month of accrual at a time convenient to the Board, however with the approval of the supervisor time off may be taken at a later date.

19. Public Holidays

- (i) Unless directed to attend for duty by the Chief Executive Officer, an employee is entitled to be absent from duty without loss of pay on any day which is:
 - (a) a public holiday throughout the State of NSW; or
 - (b) a local public holiday proclaimed for Lord Howe island; or

- (c) a day between Boxing Day and New Year's Day determined by the Chief Executive Officer as a public service holiday.
- (ii) An employee who is required by the Chief Executive Officer to work on a local public holiday may be granted time off in lieu on an hour for hour basis for the time worked on the local public holiday.
- (iii) If a local public holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.
- (iv) Where an employee is rostered to, and works, their ordinary hours on a public holiday, the employee will be paid at two and a half times the rate for time worked (time plus time and a half).
- (v) An employee rostered off duty on a public holiday will elect to be paid one day's pay for that public holiday, or to have one day added to their recreation leave for each such day. This clause does not apply to employees who work their ordinary hours on a Monday to Friday basis.

20. Recreation Leave

- (i) Employees are entitled to recreation leave of twenty working days per year in accordance with the provisions for recreation leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (ii) The Senior Electrical Officer and Ranger are entitled to an additional 5 days of recreation leave per year as compensation for disruption and inconvenience associated with regular or frequent call-outs to perform work on weekends and otherwise outside of ordinary hours of employment.
- (iii) Additional recreation leave may be accrued for employees required to perform ordinary rostered work on weekends during a qualifying period of 12 months from 1 December one year to 30 November the next year. One additional day of leave will be credited for each period of 38 hours ordinary rostered work completed on weekends. For periods of less than 38 hours pro rata leave will be credited. This is in lieu of the payment of weekend penalty rates under the Crown Employees (Public Service Conditions of Employment) Award 2009.
- (iv) Annual leave loading is not payable (see clause 3, Salaries of this Award).

21. Sick Leave

All employees will be entitled to sick leave in accordance with the provisions for sick leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

22. Family and Community Service Leave and Personal and Carers Leave

All employees will be entitled to family and community service leave and personal and carers leave in accordance with the provisions for such leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

23. Special Leave

All employees will be entitled to special leave in accordance with the provisions for special leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

24. Leave Without Pay

All employees will be entitled to leave without pay in accordance with the provisions for leave without pay under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

25. Extended Leave

Employees are entitled to accrue and be granted extended leave in accordance with the provisions of Schedule 1 of the Government Sector Employment Regulation 2014.

26. Parental Leave

All employees will be entitled to parental leave in accordance with the provisions for parental leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

27. Study Assistance

All employees will be entitled to study assistance in accordance with the provisions for study assistance under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

28. Part-Time Employment

All employees engaged on a part-time basis will be granted leave and other entitlements on a pro-rata basis in accordance with the provisions for part-time employment under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

29. Semi-Official Telephone Subsidy

All employees will be entitled to the semi-official telephone subsidy in accordance with the provisions under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

30. Relocated Employees

- (i) The Chief Executive Officer may approve assistance to employees who must relocate to the Island to take up an appointment. Assistance may also be provided for employees to return to the mainland at the conclusion of their employment, provided that such a move occurs within one (1) month of the cessation of employment. The assistance provided may be up to the maximum outlined in this clause however may be less depending on individual circumstances including the length of period of employment.
- (ii) If payment of relocation expenses to or from the Island has been approved by the Chief Executive Officer, the following costs associated with relocation will be reimbursed:
 - (a) Reasonable costs associated with the removal of personal or household effects (excluding motor vehicles, motor bikes, boats and trailers) to the Island and/or to a place of storage on the mainland.
 - (b) Reasonable storage costs for furniture or household effects for a period up to 10 years.
 - (c) Costs of insuring furniture, personal or household effects kept in storage paid by the Board on the mainland, up to a value as set out in Table 2 of Part B, Monetary Rates
- (iii) The Chief Executive Officer may approve payment for the cost of air travel to Sydney or Brisbane (or other approved destination) for an employee and his/her dependants who have relocated (or are relocating) to the Island in the following circumstances:
 - (a) Air travel to the Island when taking up an appointment.
 - (b) Air travel to the mainland after completing an appointment, provided that departure from the Island occurs within one (1) month of cessation of employment.
 - (c) After each year of service, for the first 5 years of employment, one return flight to the mainland (Sydney or Brisbane or other destination approved by the Chief Executive Officer) which must be taken within 12 months and subject to the approval being specifically identified in the

employee's letter of offer of employment and the employee only being entitled while they continue in employment.

- (d) To attend the funeral of a close relative (of either the employee or a dependant), or where a close relative is critically ill.
- (iv) In this clause "dependant" is generally defined as an employee's partner, or child under the age of 18 years living on, or attending school on, the island. However, having regard to the particular circumstances that may arise, the Chief Executive Officer may recognise other "dependants".
- (v) In this clause "close relative" means partner, spouse or de facto spouse or same sex partner, parent, child, brother or sister. However, having regard to the particular circumstances that may arise, the CEO may recognise other "close relatives".
- (vi) Where appropriate, the Chief Executive Officer may provide relocated employees with accommodation. The Chief Executive Officer will determine the weekly rent payable for accommodation. Rents may be adjusted by the Chief Executive Officer from time to time.
- (vii) The airfares provided for in this clause are not transferable to another person or persons.

31. Casual Employment

- (i) The hourly rate for casual employees will be the appointed salary rate for the position divided by 52.17857 divided by the number of ordinary full-time hours for the position. 4/48ths will be added to the hourly rate as pro-rata holiday pay.
- (ii) Casual employees who are engaged on weekends or public holidays will be paid the hourly rate plus a loading of 20% plus 4/48ths as pro rata holiday pay.
- (iii) All other provisions are as per the Casual Employment clause of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

32. Termination of Employment

- (i) Two weeks' notice or payment in lieu of notice applies to permanent and temporary employees.
- (ii) However, in cases of serious or wilful misconduct, the Chief Executive Officer may waive notice and no payment in lieu will be due to the employee.
- (iii) Redundancy

Employees whose positions are made redundant and are also declared to be excess to the employment needs of the Board will be managed in accordance with the Government's policy on Managing Excess Employees, as varied from time to time.

33. Deduction of Union Membership Fees

- (i) The Association will provide the Board with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the Association's rules.
- (ii) The Association must advise the Board of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable must be provided to the Board at least one month in advance of the variation taking effect.
- (iii) Subject to subclauses (i) and (ii) of this clause, the Board must deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the Association's rules, provided that the employee has authorised the Board to make such deductions.

- (iv) Monies so deducted from employee's pay must be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the Board and the Association, all union membership fees will 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 must be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

34. Consultation

- (i) The Board and the Association agree to continued consultation to ensure that the implementation of this Award realises improvements in service delivery, productivity, efficiency and job satisfaction.
- (ii) The Award provisions will be monitored by the Association and management representatives. The Board and the Association will meet as necessary to resolve any difficulties which may arise with the implementation or operation of this Award and to discuss possible future improvements.

35. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award must 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 Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, must 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 must respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) If the matter remains unresolved, the Department Head must provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) An employee, at any stage, may request to be represented by the Association.
- (ix) The employee or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission in relation to the dispute.
- (x) The employee, Association, Department and Industrial Relations Secretary must agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

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

36. Uniforms and Laundry Allowance

- (i) All employees will be entitled to uniforms and laundry allowance in accordance with the Uniforms, Protective Clothing and Laundry Allowance clause of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (ii) Employees issued with a uniform by the Board must wear and maintain the uniform in accordance with the Board's policy.

37. Anti-Discrimination

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

38. Secure Employment

The provisions for secure employment clause of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 apply.

39. Conditions of Employment

The employees regulated by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, *Government Sector Employment (General) Rules 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2019) Award*, or any awards replacing these awards.

40. Area, Incidence and Duration

This Award applies to employees as defined in clause 1, Definitions, of Part A, of this award and classified as Lord Howe Island Officers.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award* published 17 April 2020 (387 I.G. 702) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 September 2021.

Changes made to this award subsequent to it being published on 17 April 2020 have been incorporated into this award as part of the review.

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

PART B

MONETARY RATES

Table 1 - Salary Rates for Lord Howe Island Officers

The salaries in the following table apply from the beginning of the first pay period to commence on or after the date in the column heading:

Classification	Grade	Year	1.7.21 Per annum 2.04%
LHI Officer	1	1	56,302
		2	58,799
		3	60,267
LHI Officer	2	1	61,870
		2	62,485
		3	65,191
LHI Officer	3	1	66,283
		2	68,147
		3	70,404
LHI Officer	4	1	72,448
		2	75,888
		3	78,794
LHI Officer	5	1	80,470
		2	82,769
		3	87,572
LHI Officer	5A	1	87,573
		2	90,140
		3	101,104
		4	105,194

		5	108,444
		6	112,040
LHI Officer	6	1	90,140
		2	101,104
		3	105,194
LHI Officer	7	1	108,120
		2	112,040
		3	119,203
LHI Officer	8	1	122,661
		2	128,596
		3	133,923
LHI Senior Officer	1	1	148,045
		2	154,444

Table 2 - Allowances

Clause No.	Brief Description	Amount
10(i)	Boot Allowance (Hiking Boots)	\$133 upon condemnation of the previous pair of boots
10(ii)	Boot Allowance (Tree Climbing Boots)	\$26 upon condemnation of the previous pair of boots
11(i)(a) and (b)	Special Duties Allowance	\$26 per day
11(i)(c)	Special Duties Allowance – servicing of rota-loos	\$26 per unit to a maximum of \$750 per annum
12	Waste Services Allowance	\$1.54 per hour
30	Relocated Employees	Up to \$100,000

AWARD HISTORY

The *Lord Howe Island Act 1953* was made on 16 December 1953. The Act, at part 2, Division 1 - Constitution of the Board provided for the employment of staff subject to the provisions of the *Public Service Act 1902*.

On 24 April 1980, the Lord Howe Island Board Employees Agreement was made between the Board and the Amalgamated Metal Workers and Shipwrights Union and the Federated Engine Drivers and Fireman's Association.

On 16 July 1981, the Lord Howe Island Administrative Staff Agreement was made between the Board and the Public Service Association of NSW.

On 14 February 1990, the Senior Electrical Officer Agreement was made between the Lord Howe Island Board and the Senior Electrical Officers.

An agreement known as the Lord Howe Island Board Enterprise Agreement was made on 31 August 1994, covering all staff employed to work on Lord Howe Island. That agreement expired on 30 June 1996.

The Enterprise Agreement was replaced by the *Crown Employees (Lord Howe Island Board Salaries 1997) Award* on 10 September 1997.

The 1997 Award was replaced by the *Crown Employees (Lord Howe Island Board Salaries and Conditions 1999) Award* on 19 October 1999. This award was reviewed by the IRC on 29 May 2001 and published on 28 September 2001 (328 IG 72) as the *Crown Employees (Lord Howe Island Board Salaries and Conditions 2001) Award*. The award was reviewed by the IRC on 29 July 2004 and published on 25 February 2005 (348 I.G. 707) as the *Crown Employees (Lord Howe Island Board Salaries and Conditions 2004) Award*.

Schedule 1 Amendment of *Lord Howe Island Act 1953* came into force in April 2004. Section 6 of the Schedule provided that the Board's staff are to be employed under the *Public Sector Management Act 2002*.

This Award review has provided the opportunity to update the 2004 Award and enabled the parties to ensure that the Award is relevant to the conditions of employment and monetary rates as they apply to the classifications in the Award.

The Island Disability Allowance was incorporated into salary in 2001 at \$1,500 per annum and has been subject to salary increases. In the 2009 award it was increased by a further \$7 to \$2,059 p.a. (equivalent to the then Remote Area Allowance Grade C rate as in Part B, Table 1 Allowances, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and will be subject to future salary increases.

This award was reviewed by the IRC, under section 19 of the *Industrial Relations Act 1996*, on 21 May 2009 and was published on 31 July 2009 (368 IG 769) as the Crown Employees (Lord Howe Island Salaries and Conditions 2009) Award.

This award was reviewed by the IRC, under section 19 of the *Industrial Relations Act 1996*, on 4 April 2012 and was published as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award.

This award was reviewed by the IRC, under section 19 of the *Industrial Relations Act 1996*, on 2 August 2016 and was published as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award.

This award was reviewed by the IRC, under section 19 of the *Industrial Relations Act 1996*, on 23 July 2019 and was published as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF PREMIER AND
CABINET) MUSEUM OF APPLIED ARTS AND SCIENCES - CASUAL
GUIDE LECTURERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 168600 of 2021)

Before Commissioner Sloan

16 September 2021

REVIEWED AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Intention
4.	Wage Rates and Conditions of Employment
5.	Deduction of Association Membership Fees
6.	Grievance and Dispute Resolution Procedures
7.	Anti-Discrimination
8.	Parties to this Award
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1-Wages

PART A

1. Title

This award will be known as the Crown Employees (NSW Department of Premier and Cabinet) Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award.

2. Definitions

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

"Award" means Crown Employees (NSW Department of Premier and Cabinet) Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award.

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

"Department" means the NSW Department of Premier and Cabinet.

"Department Head" means the Secretary of the NSW Department of Premier and Cabinet.

"Director" means the Chief Executive Officer of the Museum of Applied Arts and Sciences.

"Employee" means a person employed in casual employment in a Public Service agency in accordance with s3 of the Act and who occupies a role as a Casual Guide Lecturer, covered by this Award.

"Employer" means the Secretary of the Department of the NSW Department of Premier and Cabinet.

"Industrial Relations Secretary" means the Secretary of the NSW Department of Premier and Cabinet in accordance with s.49 of the Act.

3. Intention

The purpose of this award is to regulate the rates of pay and conditions of employment of Casual Guide Lecturers.

4. Wage Rates and Conditions of Employment

- (i) The casual hourly rate for a Casual Guide Lecturer is set out in Part B, Table 1 - Monetary Rates. This rate is set in accordance with the Crown Employees (Public Sector - Salaries 2021) Award and any variation or replacement award.
- (ii) Casual Guide Lecturers shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
 - (a) Unpaid parental leave in accordance with paragraph 12.5.4;
 - (b) Personal Carer's entitlement in accordance with subclause 12.6; and
 - (c) Bereavement entitlement in accordance with subclause 12.7.

5. Deduction of Association Membership Fees

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

6. Grievance and Dispute Resolution Procedures

- (i) All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within 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 Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, will convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) If the matter remains unresolved, the Department Head will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) An employee, at any stage, may request to be represented by the Association.
- (ix) The employee or the Association on their behalf or the Department Head may refer the matter to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures.
- (x) The employee, Association, Department and Industrial Relations Secretary will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (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 will continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

7. Anti-Discrimination

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

- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

8. Parties to the Award

This award is made between the following parties:

Industrial Relations Secretary,

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

9. Area, Incidence and Duration

- (i) This award applies to those staff employed as Casual Guide Lecturers by the Museum of Applied Arts and Sciences.
- (ii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Department of Premier and Cabinet) Museum of Applied Arts and Sciences - Casual Guide Lecturers Award published 1 May 2020 (387 I.G. 1013), as varied.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 17 September 2021.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.
- (v) Changes made to this award subsequent to it first being published on 9 November 2007 (364 I.G. 279) have been incorporated into this award as part of the review.

PART B**MONETARY RATES****Table 1 - Wages**

Crown Employees (NSW Department of Premier and Cabinet) Museum of Applied Arts and Sciences – Casual Guide Lectures Award.

Casual Guide Lecturers - Museum of Applied Arts and Sciences		
Classification	Existing rates of pay as at 1.7.20	Rates of pay as at the first full pay period on or after 1.7.21
	Per Hour	Per hour
	0.3%	2.04%
	\$	\$
Casual Guide Lecturer	48.08	49.06

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW POLICE FORCE ADMINISTRATIVE OFFICERS AND TEMPORARY EMPLOYEES) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 168675 of 2021)

Before Commissioner Sloan

13 August 2021

REVIEWED AWARD

PART A

SECTION 1 - FRAMEWORK

1. Arrangement

Clause No. Subject Matter

SECTION 1 - FRAMEWORK

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

SECTION 2 - SALARIES

10. Salaries
11. Salary Packaging Arrangements including Salary Sacrifice to Superannuation

SECTION 3 - ATTENDANCE/HOURS OF WORK

12. Local Arrangements
13. Working Hours
14. Part-time Employment
15. Morning and Afternoon Breaks
16. Meal Breaks
17. Lactation Breaks
18. Variation of Hours
19. Natural Emergencies and Major Transport Disruptions
20. Notification of Absence from Duty
21. Public Holidays
22. Standard Working Hours
23. Flexible Working Hours
24. Rostered Days Off for 38 Hour Week Workers
25. Non-Compliance
26. Flexible Work Practices

27. Existing Hours of Work Determinations

SECTION 4 - TRAVEL ARRANGEMENTS

28. Travelling Compensation
29. Excess Travelling Time
30. Waiting Time
31. Meal Expenses on One Day Journeys
32. Restrictions on Payment of Travelling Allowances
33. Increase or Reduction in Payment of Travelling Allowances
34. Production of Receipts
35. Travelling Distance

SECTION 5 - ALLOWANCES AND OTHER MATTERS

36. Camping Allowances
37. Composite Allowance
38. Allowance Payable for Use of Private Motor Vehicle
39. Damage to Private Motor Vehicle Used for Work
40. Camping Equipment Allowance
41. Allowance for Living in a Remote Area
42. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave
43. Overseas Travel
44. Exchanges
45. Room at Home used as Office
46. Semi-Official Telephones
47. Flying Allowance
48. Uniforms, Protective Clothing and Laundry Allowance
49. Compensation for Damage to or Loss of Staff Member's Personal Property
50. Garage and Carport Allowance
51. Community Language Allowance Scheme (CLAS)
52. First Aid Allowance
53. Review of Allowances Payable in Terms of this Award

SECTION 6 - UNION CONSULTATION, ACCESS AND ACTIVITIES

54. Trade Union Activities Regarded as On Duty
55. Trade Union Activities Regarded as Special Leave
56. Trade Union Training Courses
57. Conditions applying to On Loan Arrangements
- 58.. Period of Notice for Trade Union Activities
59. Access to Facilities by Trade Union Delegates
60. Responsibilities of the Trade Union Delegate
61. Responsibilities of the Trade Union
62. Responsibilities of Workplace Management
63. Right of Entry Provisions
64. Travelling and Other Costs of Trade Union Delegates
65. Industrial Action
66. Consultation and Technological Change
67. Deduction of Trade Union Membership Fees

SECTION 7 - LEAVE

68. Leave - General Provisions
69. Absence from Work

70. Applying for Leave
71. Extended Leave
72. Family and Community Service Leave
73. Leave Without Pay
74. Military Leave
75. Observance of Essential Religious or Cultural Obligations
76. Parental Leave
77. Purchased Leave
78. Recreation Leave
79. Annual Leave Loading
80. Sick Leave
81. Sick Leave - Requirements for Evidence of Illness
82. Sick Leave to Care for a Family Member
83. Sick Leave - Workers Compensation
84. Sick leave - Claims Other Than Workers Compensation
85. Special Leave
86. Leave for Matters Arising from Domestic Violence

SECTION 8 - TRAINING AND PROFESSIONAL DEVELOPMENT

87. Staff Development and Training Activities
88. Study Assistance

SECTION 9 - Shift Work and Overtime

89. Shift Work
90. Overtime - General
91. Overtime Worked by Shift Workers
92. Overtime Worked by Day Workers
93. Recall to Duty
94. On-Call (Stand-by) and On-Call Allowance
95. Overtime Meal Breaks
96. Overtime Meal Allowances
97. Rate of Payment for Overtime
98. Payment for Overtime or Leave in Lieu
99. Calculation of Overtime
100. Provision of Transport in Conjunction with Working of Overtime

SECTION 10 - MISCELLANEOUS

101. Anti-Discrimination
102. Secure Employment
103. Existing Entitlements
104. Area, Incidence and Duration

PART B

MONETARY RATES

- Table 1 - Rates of Pay
Table 2 - Allowances

2. Title

This award will be known as the Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009.

3. Definitions

- 3.1 Act means the *NSW Police Act 1990*.
- 3.2 Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.
- 3.3 Administrative Officer means a person employed as an Administrative Officer under the *NSW Police Act 1990*.
- 3.4 Agreement means an agreement referred to in section 87 of the Act or an agreement as defined in the *Industrial Relations Act 1996*.
- 3.5 Approved Course means a course relevant to the employment of the staff member in NSW Police Force or the Public Service approved by the Commissioner.
- 3.6 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.7 At the convenience of means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.
- 3.8 Award means an award as defined in the *Industrial Relations Act 1996*.
- 3.9 Birth means the birth of a child and includes stillbirth.
- 3.10 Capital City means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.
- 3.11 Commissioner means the Commissioner of the NSW Police Force.
- 3.12 Contract hours for the day for a full time staff member, means one fifth of the full time contract hours, as defined in this award. For a part time staff member, contract hours for the day means the hours usually worked on the day.
- 3.13 Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.14 Daily span of hours means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract payment for overtime, unless otherwise prescribed in this award.
- 3.15 Day worker means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.00 a.m. and 7.00 p.m. or as negotiated under a local arrangement.
- 3.16 Public Service Commissioner means the position of Public Service Commissioner established under Division 1 of the *Government Sector Employment Act 2013*.
- 3.17 Expected date of birth, in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.

- 3.18 Extended leave means extended (long service) leave to which a staff member is entitled under the provisions of Part 6 of the Police Regulation 2015, as amended from time to time.
- 3.19 Flexible Working Hours Agreement means the agreement outlined in clause 23, Flexible Working Hours, of this award, applicable to staff members other than a shift worker.
- 3.20 Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.
- 3.21 Flexible working hours debit means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.
- 3.22 Flexible Work Practices, Policy and Guidelines means the document negotiated between the Public Service Commissioner, Unions NSW and affiliated unions to provide agencies with the opportunity to exercise greater flexibility in employment arrangements.
- 3.23 Flex leave means a period of leave available to be taken by a staff member working under the Flexible Working Hours Agreement outlined in clause 23 of this award.
- 3.24 Full day means the standard full time contract hours for the day, i.e., seven or eight hours depending on the classification of the staff member.
- 3.25 Full pay or half pay means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.
- 3.26 Full-time contract hours means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.
- 3.27 Full-time position means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.
- 3.28 Full-time staff member means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.
- 3.29 Half day means half the standard contract hours for the day.
- 3.30 Headquarters means the centre(s) to which a staff member is attached or from which a staff member is required to operate on a long-term basis.
- 3.31 Industrial action means industrial action as defined in the *Industrial Relations Act 1996*.
- 3.32 Local Arrangement means an agreement reached at the organisational level between the Commissioner and the Association in terms of clause 12, Local Arrangements of this award.
- 3.33 Local holiday means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.
- 3.34 NSW Police Force means the NSW Police Force as established by the Act.
- 3.35 Normal hours of duty means:
- for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;
- for a staff member working under a flexible working hours scheme or local arrangement negotiated under clause 12, Local Arrangements - the hours of duty the Commissioner requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

- 3.36 Normal work means, for the purposes of subclause 9.11 of clause 9, Grievance and Dispute Settling Procedures, of this award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.
- 3.37 Official overseas travel means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.
- 3.38 On duty means the time required to be worked for the NSW Police Force. For the purposes of clause 54, Trade Union Activities Regarded as on Duty, of this award, on duty means the time off with pay given by the NSW Police Force to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.
- 3.39 On loan means an arrangement between the NSW Police Force and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse the NSW Police Force for the staff member's salary and associated on-costs.
- 3.40 On special leave means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.
- 3.41 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in Table 1 - Rates of Part B, Monetary Rates, of this award.
- 3.42 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Commissioner, which, due to its character or special circumstances, cannot be performed during the staff members ordinary hours of duty.
- 3.43 Part-time entitlement, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement.
- 3.44 Part-time hours means hours which are less than the hours which constitute full-time work under the relevant industrial instrument.
- 3.45 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.46 Part-time staff member means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.
- 3.47 Prescribed ceasing time means, for a staff member working standard hours or rostered shifts the conclusion of daily standard hours or rostered shift for that staff member. For a staff member working under a flexible working hours scheme, prescribed ceasing time means the conclusion of bandwidth of the scheme applying to that staff member.
- 3.48 Prescribed starting time means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours or rostered shift of that staff member. For a staff member working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that staff member.
- 3.49 Public holiday means a day proclaimed under the *Public Holidays Act 1912*, as a public Holiday.
- 3.50 Recall to duty means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible working hours scheme.
- 3.51 Regulation means the Police Regulation 2015.

- 3.52 Relief staff means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.
- 3.53 Residence, in relation to a staff member, means the ordinary and permanent place of abode of the staff member.
- 3.54 Rostered Day Off means, for the purposes of clause 24, Rostered Days Off for 38 Hour Week Workers, of this award, a day off in a regular cycle at a time operationally convenient.
- 3.55 Seasonal staff means staff employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by staff already employed in the NSW Police Force and which, because of their seasonal nature, do not justify employment of staff on a long-term basis.
- 3.56 Secondment means an arrangement agreed to by the Commissioner, the staff member and another public service Department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment. Secondments under sections 95 and 95a of the Police Act will comply with the secondment provisions in Section 66 of the *Government Sector Employment Act 2013*.
- 3.57 Shift worker - Continuous Shifts means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Commissioner.
- 3.58 Shift worker - Non-continuous Shifts means a staff member who is not a day worker or a shift worker - continuous shifts, as defined above.
- 3.59 Short leave means the leave which was available to be granted to staff in the case of pressing necessity and which was replaced by family and community service leave from 20 September 1994.
- 3.60 Staff member means an officer or temporary employee as defined in the Act and unless otherwise specified in this award, includes both full-time and part-time staff. For the purposes of maternity leave, as set out in clause 76, Parental Leave of this award, staff member means a female staff member.
- 3.61 Standard hours are set and regular hours of operation as determined by the Commissioner. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.62 Standby means an instruction given by the Commissioner to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
- 3.63 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Commissioner, if the activities to be undertaken are considered to be of relevance or value to the NSW Police Force and/or the public service.
- 3.64 Study Time means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to NSW Police Force and/or the public service, as defined in section 6.19.3 of the Public Service Industrial Relations Guide or its replacement.
- 3.65 Supervisor means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Commissioner to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.
- 3.66 Temporary Employee means a person employed as a Temporary Employee under the Act to carry out work for a specified period.
- 3.67 Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from their usual place of work.

- 3.68 Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.
- 3.69 Trade Union Delegate means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.
- 3.70 Trade Union Official means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the Association for an agreed period of time.
- 3.71 Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the staff member is employed.
- 3.72 Workplace Management means the Commissioner or any other person authorised by the Commissioner to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.
- 3.73 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

4. Parties to the Award

The parties to this award are:

The Commissioner of the NSW Police Force, and

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

5. Conditions of Employment

This award contains the current common conditions of employment as negotiated by the Commissioner and the Association.

6. Coverage

The provisions of this award will apply to Administrative Officers and Temporary Employees (as specified in the award) as defined in the Act

7. Statement of Intent

This award aims to consolidate, in the one document, all common conditions of employment of staff employed in the NSW Police Force, to encourage the consultative processes to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of NSW Police Force work requirements, are not forfeited.

8. Work Environment

- 8.1 Work Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces within the NSW Police Force by:
- 8.1.1 the development of policies and guidelines for the NSW Police Force and, as and when appropriate on Work Health, Safety and Rehabilitation;
 - 8.1.2 assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the Work, Health and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements within NSW Police Force work premises; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within the NSW Police Force to achieve these objectives;
 - 8.1.3 identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;

- 8.1.4 developing strategies to assist the rehabilitation of injured staff members;
- 8.1.5 directly involving the Commissioner in the provisions of paragraphs 8.1.1 to 8.1.4 inclusive of this subclause.
- 8.2 Equality in employment - The NSW Police Force is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 8.3 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and staff of the NSW Police Force are required to refrain from, or being party to, any form of harassment in the workplace.

9. Grievance and Dispute Settling Procedures

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

SECTION 2 - SALARIES

10. Salaries

- 10.1 The salaries under this award are payable to staff members appointed to or performing the duties of any of the positions or classifications listed in Table 1 - Rates of Pay of Part B, Monetary Rates, of this award.
- 10.2 The salaries payable are prescribed in Table 1 - Rates of Pay.
- 10.3 The salaries in this award are set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award or any variation or any replacement award.
- 10.4 The salary increases referred to in subclause 10.3 of this clause, will only be paid to those staff members who are employed as at the date of effect of the Crown Employees (Public Sector – Salaries 2019) Award.
- 10.5 The following allowances are subject to adjustment in line with the salary increases:
- Community Language Allowance
- First Aid Allowance
- Flying Allowance
- On-Call Allowance
- Shift Allowances
- 10.6 In addition to the allowances listed in subclause 10.5 of this clause, any other allowance applying to classifications in Table 1 which is normally moved in accordance with salary increases is to be adjusted in line with the salary increases.

11. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 11.1 For the purposes of this clause "salary" means the salary or rate of pay prescribed for the staff member's classification by clause 10, Salaries, and Part B, to this award.
- 11.2 By mutual agreement with the Commissioner, a staff member may elect to package part or all of their salary in order to obtain:
- 11.2.1 a benefit or benefits selected from those approved from time to time by the Commissioner; and
- 11.2.2 a salary equal to the difference between the salary prescribed for the staff member by clause 10, Salaries, and Part B to this award, and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the staff member in accordance with such agreement.
- 11.3 The amount packaged, including any salary sacrifice to superannuation arrangement under subclauses 11.10 to 11.14 of this clause, may be up to one hundred (100) percent of the staff member's salary.
- 11.3.1 Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include, but are not limited to, compulsory superannuation payments, judgment debtor/garnishee orders, union fees, and health fund premiums.
- 11.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 11.5 The agreement will be known as the Salary Packaging Agreement.
- 11.6 Except in accordance with subclauses 11.10 to 11.14 of this clause, a Salary Packaging Agreement will be recorded in writing and will be for a period of time as mutually agreed between the staff member and the Commissioner at the time of signing the Salary Packaging Agreement.
- 11.7 Where the staff member has elected to package part or all of their salary:
- 11.7.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 11.7.2 any allowance, penalty rate, payment for unused leave entitlements, weekly workers compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to the staff member's salary, will be calculated by reference to the salary which would have applied to the staff member under clause 10, Salaries, or Part B of this award in the absence of any Salary Packaging Agreement made under this award.
- 11.8 The Commissioner may vary the range and type of benefits available from time to time following discussion with the Association. Such variations will apply to any existing or future Salary Packaging Agreement from the date of such variation.
- 11.9 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations will apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the staff member may elect to terminate the Salary Packaging Agreement immediately.
- 11.10 A staff member may elect to sacrifice a part or all of their salary to additional employer superannuation contributions.
- 11.11 Where the staff member makes such an election, the staff member may elect to have the amount of salary sacrificed:
- 11.11.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- 11.11.2 subject to NSW Police Force agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- 11.12 Where the staff member makes an election in terms of subclause 11.10 of this clause, the NSW Police Force will pay the amount of salary, the subject of election, to the relevant superannuation fund.
- 11.13 Where the staff member makes an election in terms of subclause 11.10 of this clause, and where the staff member is a member of a superannuation scheme established under the:
- 11.13.1 *Police Regulation (Superannuation) Act 1906*;
- 11.13.2 *Superannuation Act 1916*;
- 11.13.3 *State Authorities Superannuation Act 1987*;
- 11.13.4 *State Authorities Non-contributory Superannuation Act 1987*; or
- 11.13.5 *First State Superannuation Act 1992*,

The NSW Police Force must ensure that the amount of any additional employer superannuation contributions specified in subclause 11.10 of this clause is included in the staff member's superable salary which is notified to the SAS Trustee Corporations.

- 11.14 Where the staff member makes an election in terms of subclause 11.10 of this clause, and where, prior to electing to sacrifice a part or all of their salary to superannuation, a staff member had entered into an agreement with the NSW Police Force to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 11.13 of this clause, the NSW Police Force will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

SECTION 3 - ATTENDANCE/HOURS OF WORK

12. Local Arrangements

- 12.1 Local arrangements may be negotiated between the Commissioner and the Association in respect of the whole of the NSW Police Force or part of the NSW Police Force in relation to any matter contained in the award.
- 12.2 All local arrangements negotiated between the Commissioner and the Association must:
- 12.2.1 be approved in writing by the Commissioner, and
 - 12.2.2 be approved in writing by the General Secretary of the Association, and
 - 12.2.3 be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument, and
 - 12.2.4 include a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- 12.3 Subject to the provisions of subclause 12.2 of this clause, nothing in this clause will prevent the negotiation of local arrangements between the Commissioner and the Association in respect of the provisions contained in clause 26, Flexible Work Practices, of this award, where the conditions of employment of any group are such that the application of the standard flex time provisions would not be practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 23, Flexible Working Hours, of this award will apply.

13. Working Hours

- 13.1 The working hours of staff and the manner of their recording, will be as determined from time to time by the Commissioner in accordance with any direction of the Public Service Commissioner. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions, of this award.
- 13.2 The staff member in charge of a Command/division or branch of the NSW Police Force will be responsible to the Commissioner for the proper observance of hours of work and for the proper recording of such attendance.
- 13.3 The Commissioner may require a staff member to perform duty beyond the hours determined under subclause 13.1 of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors will be taken into account:
- 13.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 13.3.2 any risk to staff member's health and safety

- 13.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
- 13.3.4 the notice (if any) given by the Commissioner regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
- 13.3.5 any other relevant matter.
- 13.4 The application of hours of work is subject to the provisions of this clause.
- 13.5 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- 13.6 The Commissioner will ensure that all staff members employed in the NSW Police Force are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

14. Part-Time Employment

14.1 General

- 14.1.1 This clause will only apply to part-time staff members whose conditions of employment are not otherwise provided for in another industrial instrument.
- 14.1.2 Part-time work may be undertaken with the agreement of the Commissioner. Part-time work may be undertaken in a part-time position or under a part-time arrangement.
- 14.1.3 A part-time staff member is to work contract hours less than full-time hours.
- 14.1.4 Unless otherwise specified in the award, part-time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- 14.1.5 Before commencing part-time work, the Commissioner and the staff member must agree upon:
- (a) the hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
 - (b) whether flexible working hours provisions or standard hours provisions will apply to the part-time staff member; and
 - (c) the classification applying to the work to be performed;
- 14.1.6 The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- 14.1.7 Incremental progression for part-time staff members is the same as for full-time staff members, that is, part-time staff members receive an increment annually.

14.2 Additional hours

- 14.2.1 The NSW Police Force may request, but not require, a part-time staff member to work additional hours. For the time worked in excess of the staff member's usual hours and up to the normal full-time hours for the classification, part-time staff members may elect to:
- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or

- (b) if working under a Flexible Working Hours scheme under clause 23 of this award, or a Local Agreement made in accordance with clause 12 of this award, have the time worked credited as flex time.

14.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment will be made at the appropriate overtime rate in accordance with clause 97, Rate of Payment for Overtime, of this award.

15. Morning and Afternoon Breaks

Staff members may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members, other than the 38 hour week workers, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

16. Meal Breaks

16.1 Meal breaks must be given to and taken by staff members. No staff member may be required to work continuously for more than 5 hours without a meal break, provided that: -

16.1.2 where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and

16.1.3 where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Commissioner and the Association to provide for payment of a penalty.

17. Lactation Breaks

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

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

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

17.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.

17.5 The Commissioner will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk

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

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

17.8 Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in

accordance with clause 80, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 23, Flexible Working Hours of this award, where applicable.

18. Variation of Hours

- 18.1 If the Commissioner is satisfied that a staff member is unable to comply with the general hours operating in the NSW Police Force because of limited transport facilities, urgent personal reasons, community or family reasons, the Commissioner may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:
- 18.1.1 the variation does not adversely affect the operational requirements;
 - 18.1.2 there is no reduction in the total number of daily hours to be worked;
 - 18.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
 - 18.1.4 a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
 - 18.1.5 no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
 - 18.1.6 ongoing arrangements are documented; and
 - 18.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

19. Natural Emergencies and Major Transport Disruptions

- 19.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 19.1.1 apply to vary the working hours as provided in clause 18, Variation of Hours, of this award and/or
 - 19.1.2 negotiate an alternative working location with the NSW Police Force; and/or
 - 19.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

20. Notification of Absence from Duty

- 20.1 If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- 20.2 If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the Commissioner, the amount representing the period of absence will be deducted from the staff member's pay.

21. Public Holidays

- 21.1 Unless directed to attend for duty by the Commissioner, a staff member is entitled to be absent from duty without loss of pay on any day which is:
- 21.1.1 a public holiday throughout the State; or
 - 21.1.2 a local holiday in that part of the State at or from which the staff member performs duty; or

- 21.1.3 a day between Boxing Day and New Year's Day determined by the Commissioner as a public service holiday.
- 21.2 A staff member, who is required by the Commissioner to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 21.3 If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

22. Standard Working Hours

- 22.1 Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- 22.2 Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Commissioner. Where time off has been granted, such time should be made up as set out in subclause 22.4 of this clause.
- 22.3 Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Commissioner approves, make the time up in accordance with subclause 22.4 of this clause.
- 22.4 Making up of Time - The time taken off in circumstances outlined in subclauses 22.2 and 22.3 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Commissioner.

23. Flexible Working Hours

23.1 Exclusions

Flexible working hours will not apply to staff members who work shift work.

23.2 Statement of Intent

The Association, staff members and management are committed to fostering flexible work practices under Flexible Working Hours for the benefit of staff members and the achievement of the organisation's goals. The Association, staff members and management will work co-operatively to ensure the successful implementation of Flexible Working Hours.

All parties are committed to managing time worked to avoid forfeiture of hours.

23.3 Statement of Agreed Principles

Decisions regarding working hours and patterns of work will be made by taking into account the following factors:

23.3.1 The convenience of the NSW Police Force in terms of:

- (a) the requirements of a particular work unit
- (b) the operational requirements of the NSW Police Force
- (c) the availability of work

23.3.2 The personal commitments and needs of the staff members.

23.4 General

23.4.1 The contract hours for the twelve week settlement period of Flexible Working Hours are 420. The maximum debit hours that can be carried forward from one settlement period to the next is 10 hours, except as otherwise specifically provided within subclause 23.17 of this clause. Therefore, the minimum adjusted total of Accrued Work Time (AWT) at the end of any settlement period is 410 hours.

23.4.2 All absences due to leave will be credited to a staff member's AWT. Such absences may be for periods as short as 15 minutes, with the appropriate amount of time for the absence being recorded as AWT on the staff member's record of attendance and debited to the staff member's leave records maintained by the NSW Police Force. A full day absence is equivalent to 7 hours.

23.4.3 Absences due to industrial action will be managed in accordance with the provision of 6.20.6 of the Public Service Industrial Relations Guide published by NSW Industrial Relations on-line at <https://www.industrialrelations.nsw.gov.au/nsw/public-sector/public-service-industrial-relations-guide/>.

23.4.4 Absences using Flexitime or Banked time may be taken in conjunction with recreation leave and may occur on more than one occasion during a settlement period within the limits of Flexible Working Hours

23.5 Definitions

"Accrued Work Time" is all time worked by the staff member (except paid overtime) during the settlement period, on any day of the week.

"Bandwidth" is the period during the day when all staff members may work and may record and accrue credit for time worked.

"Banked Time" is the terminology given to those hours/days nominated by a staff member to be banked at the end of a settlement period.

"Core time" is the period during the day when all staff members are required to be on duty, unless on authorised leave. The lunch period is not part of core time.

"Flex time" is the terminology given to those periods of time that a staff member may absent themselves from work with the approval of their supervisor under Flexible Working Hours during which no time is credited towards the staff member's Accrued Work Time.

"Joint Consultative Committee" is a forum established under the consultative arrangements agreed upon by the New South Wales Government, the Association and Unions NSW to promote, encourage and facilitate harmonious industrial relations between employers and staff members at the workplace or enterprise level.

23.6 Settlement Period and Ordinary Hours.

23.6.1 The settlement period is twelve weeks. (Previously 4 weeks).

23.6.2 Ordinary Hours for full time Staff members are 35 hours per week, Monday to Friday. Standard hours are 35 hours per week between 8.30 am and 4.30 pm Monday to Friday.

23.6.3 Ordinary hours for part-time Staff members are less than 35 hours per week, Monday to Friday.

23.7 Bandwidth

23.7.1 The standard bandwidth is 7.00 am to 7.00 pm (previously 7.30 am to 6.00 pm), Monday to Friday, during which time normal work can be undertaken.

23.7.2 By mutual agreement between a staff member and their supervisor, the standard bandwidth may be varied to an agreed bandwidth. Prior to the agreement being reached the staff member may consult with the Association. The variation to the bandwidth must be in the form of a signed written agreement between both parties. In no case may the agreed bandwidth exceed 12 hours.

23.7.3 Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.

23.7.4 If approval to work outside the bandwidth is neither sought nor given, then time worked outside the standard or agreed bandwidth is not to be counted towards AWT.

23.8 Core Time

23.8.1 The standard core time is 9.30 am to 3.00pm (previously 9.30 am to 3.30 pm).

23.8.2 By mutual agreement between a staff member and their supervisor, a staff member may work an alternative core time of a minimum 5 -1/2 hour span within the standard or agreed bandwidth, inclusive of a meal break of up to 2 -1/2 hours.

23.8.3 As outlined at paragraph 23.9.6 of this clause, where staff members are directed as to commencing or concluding times, core time will be adjusted accordingly.

23.9 Hours Worked

23.9.1 A staff member may select commencing and concluding times from day to day, subject to the provisions of this Flexible Working Hours clause.

23.9.2 Where it appears work is not available, a staff member may be directed not to commence duty prior to a specified time, not being a time later than the commencement of standard hours.

23.9.3 A staff member may only accumulate credit hours in excess of the minimum daily contract hours where their supervisor is satisfied that work is available and it is convenient to the NSW Police Force for the staff member to so work.

23.9.4 All staff members are entitled to work a minimum 7 hours on any day. A staff member cannot be directed to work less than 7 hours on any day. A staff member may be directed to work 7 hours on any day, Monday to Friday.

23.9.5 A staff member may elect to work standard hours. Standard hours will be 7 hours work per day with a 1 hour lunch break, Monday to Friday. The staff member, in agreement with the supervisor, may nominate commencing and concluding times for the standard hours.

23.9.6 Flexible Working Hours recognises the need to provide satisfactory levels of customer service to clients. This includes internal and external clients. In order that a satisfactory level of customer service is provided to clients, where a business unit within the NSW Police Force can demonstrate a need to provide a level of service between certain hours, staff members may be directed to commence work at a time earlier than the standard hours commencing time or to conclude work later than the standard hours finishing time within the standard or agreed bandwidth.

23.9.7 Staff members cannot be directed as to commencing or concluding times in accordance with paragraph 23.9.6 of this subclause until approval is granted to the business unit by the Director, Workforce Relations & Reform following advice to the Association, and reasonable notice as to commencement. The reasonableness of any direction as to commencing or concluding times under paragraph 23.9.6 of this subclause may be raised with the Joint Consultative Committee.

23.9.8 Nothing in this clause will prevent the NSW Police Force from requiring a staff member to revert to working standard hours where it is evident that the staff member is not observing the conditions of Flexible Working Hours.

23.9.9 Staff members may not be directed as to both commencing and concluding times except by way of a direction to work standard hours.

23.10 Weekend Work

23.10.1 The purpose of this clause is to facilitate at the staff member's request only, and then only with the approval of the supervisor, the working of ordinary hours on a weekend as a substitute for a weekday or days. Any such arrangement is subject to the provisions of this clause and is not to be used to circumvent the provisions of subclause 23.14 of this clause. All work directed on weekends is to be paid in accordance with the provisions of subclause 23.14.

23.10.2 At the request of a staff member, and with the approval of their supervisor, a staff member may undertake ordinary work on Saturdays and/or Sundays (without the payment of overtime) within the limitations of the standard or agreed bandwidth. The time worked is to be counted towards Accrued Work Time (AWT).

23.10.3 With the approval of the supervisor, a staff member undertaking work on Saturdays and/or Sundays may disregard the core time provisions of this clause.

23.10.4 Where a staff member undertakes work on Saturdays and/or Sundays they may, with the approval of their supervisor, absent themselves from duty on a one day for one day basis, on any day or days between Monday and Friday. If a Saturday or Sunday is worked, a staff member may absent themselves from duty for one day. If both Saturday and Sunday are worked, a staff member may absent themselves from duty for two days, which may be consecutive.

23.10.5 Absences under the clause are always subject to the prior approval of the supervisor. Any such day or days taken off under this arrangement will not affect the availability of the number of Flex time days or "Banked" days otherwise available within Flexible Working Hours.

23.10.6 Staff members who with the approval of their supervisor, are desirous of utilising the provisions of this clause are expected to agree on the application of all of the provisions of this clause before commencing work on a Saturday and/or Sunday.

23.11 Lunch Breaks and Meal Breaks

23.11.1 Time taken for lunch breaks and meal breaks does not count toward Accrued Work Time.

23.11.2 No staff member will be required to work more than five (5) consecutive hours without a meal break of at least 30 minutes

23.11.3 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one and a half hours (previously 1 hour)

23.11.4 With the supervisor's prior approval, a longer lunch break may be taken, up to a maximum of 2-1/2 hours. Lunch breaks within the standard bandwidth and core time may be taken between 11.00am and 2.30 pm (previously 11.30 am - 2.30 pm).

23.12 Flexitime and Banked Time Entitlements

23.12.1 All staff may take up to 6 Flex time days off in any settlement period. This time may be taken off with other forms of authorised leave including Banked Time. The issue of when Flex time days are taken is subject to the supervisor's approval, consistent with the

- provisions of subclause 23.3 of this clause. The 6 Flex time days may be taken as either full days or half days or combinations thereof. A staff member does not receive credit towards their Accrued Work Time (AWT) when taking Flex time. It is not necessary for a staff member to have a credit balance when taking a Flex time day or days.
- 23.12.2 Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.
- 23.12.3 All staff may Bank time as "Banked" days subject to the provisions of paragraph 23.12.1 of this subclause. A "Banked" day is equivalent to 7 hours, and the staff member's AWT will be reduced by this amount for each day banked. A "Banked" day or days may only be banked using hours in excess of 420 for the settlement period. "Banked" days may only be taken as full days. Seven (7) hours will be credited to a staff member's AWT when a "Banked" day is utilised for leave.
- 23.12.4 A staff member may Bank time each settlement period on the following basis:
- (a) where the Staff member takes up to 6 Flex time days the bank is zero;
 - (b) where the Staff member takes up to 5 Flex time days the possible bank is 1 day;
 - (c) where the Staff member takes up to 4 Flex time days the possible bank is 2 days;
 - (d) where the Staff member takes up to 3 Flex time days the possible bank is 3 days;
 - (e) where the Staff member takes less than 3 Flex time days the possible bank is 3 days.
- 23.12.5 Over four or more settlement periods a maximum or equivalent of 12 days may be banked. Staff members cannot accumulate more than 12 "Banked" days.
- 23.12.6 "Banked" days may be taken with other forms of authorised leave including Flex time and can be taken in quantities ranging from 1 to 12 days. The issue of when "Banked" days are taken is subject to the supervisor's approval.
- 23.12.7 Subject to paragraph 23.12.3 of this subclause, relevant staff members and supervisors will make every effort to ensure that a situation does not arise where a staff member who has accumulated the maximum 12 "Banked" days, forfeits hours at the end of any settlement period.
- 23.13 Accrual of Accrued Work Time (AWT)
- 23.13.1 All time worked during the settlement period in accordance with Flexible Working Hours (except paid overtime) will count towards a staff member's Accrued Work Time (AWT).
- 23.13.2 A staff member should have a total AWT of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave but does not include unused Banked Time.
- 23.13.3 Where AWT is less than 410 hours at the end of a settlement period, a staff member will be required to submit a recreation leave form for the amount of shortfall or alternatively they may, subject to paragraph 23.13.4 of this subclause, use up 3 "Banked" days to pay off debit hours. Where a staff member has no recreation leave available, leave without pay for the amount of time below 410 hours will apply and the leave without pay is credited to the AWT total. Where a staff member consistently totals 410 hours AWT or less at the end of settlement periods, the NSW Police Force may require the staff member to revert to standard hours.

- 23.13.4 A staff member with "Banked" days, and a debit balance in excess of 10 hours at the end of a settlement period, may use 1, 2 or 3 "Banked" days to pay off debit hours. Where a staff member uses up to 3 "Banked" days to pay off debit hours and accumulated AWT is still less than 410 hours, the provisions of paragraph 23.13.3 of this subclause will apply.
- 23.13.5 A staff member is entitled to accumulate and/or carry forward hours in excess of 420 ordinary hours at the end of a settlement period up to and including 42 hours.
- 23.13.6 Where a staff member exceeds 462 hours at the end of a settlement period, and the excess hours are not converted into "Banked" day or days in accordance with paragraph 23.13.7 of this subclause, the hours in excess of 462 will be forfeited.
- 23.13.7 Subject to the provisions of paragraphs 23.12.2 and 23.12.3 of this clause, at the end of a settlement period, a staff member may convert the hours in excess of 420 into a "Banked" day or days.
- 23.13.8 A staff member with AWT at the conclusion of a settlement period that amounts to less than 420 and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.
- 23.14 Work Outside the Standard or Agreed Bandwidth (Overtime)
- 23.14.1 The overtime provisions of this award will apply to work directed to be performed outside the standard or agreed bandwidth.
- 23.14.2 Application of overtime under Flexible Working Hours will be as follows:
- (a) If at the direction of the supervisor, a staff member works outside the standard or agreed bandwidth, overtime provisions will apply.
 - (b) At the direction of the supervisor, a staff member may be required to work overtime on a Monday to Friday, provided that the staff member has worked a minimum of 7 hours within the standard or agreed bandwidth on that day.
- 23.15 Higher Duties Allowance
- 23.15.1 The parties agree that the implementation of Flexible Working Hours should not result in additional costs to the NSW Police Force with regard to the payment of Higher Duties Allowance (HDA).
- 23.15.2 Where a staff member performs relief in another position as a result of a "Banked" day or "Banked" days being taken by the incumbent, the relief performed will not attract HDA, nor will it be recognised for the purposes of accruing an entitlement to HDA.
- 23.15.3 Where a staff member performs relief in another position as a result of a Flex time day or Flex time days being taken by the incumbent, the relief performed will not attract HDA, nor will it be recognised for the purposes of accruing an entitlement to HDA.
- 23.15.4 Where "Banked" days and/or Flex time days are combined with other absences (i.e. recreation leave, sick leave, etc), the other absences must be taken as a continuous block. This continuous block will determine a staff member's eligibility to claim an HDA.
- 23.16 Travelling on Official Business
- 23.16.1 Any travel on official business during the standard or agreed bandwidth on a working day will be treated as time worked for the purposes of Flexible Working Hours.

- 23.16.2 Staff members will be compensated for travelling time outside the standard or agreed bandwidth in accordance with the provisions of clause 28, Travelling Compensation of this award.

23.17 Disruption of Transport

- 23.17.1 Where a staff member is delayed or prevented from attending the work place as a result of a transport strike or a major transport delay, the following conditions will apply.
- (a) The staff member may commence or cease duty at any time. Time worked on such days will accumulate in the normal way.
 - (b) Where a staff member is unable to attend the work place due to a transport disruption and is unable to work from home or attend another place of work, the staff member may take the full day off as an additional Flex time day in the period and may carry the additional hours forward into the following settlement period.
 - (c) A staff member affected by transport disruption will not be debited recreation leave or leave without pay if the staff member has, as a consequence of the transport delay, accrued less than 410 hours in the settlement period coinciding with the transport disruption. However, the staff member must ensure that their adjusted total of AWT is at least 410 hours at the end of the following settlement period.

23.18 Separation from the NSW Police Force

- 23.18.1 Where a staff member gives notice or resignation, retirement or transfer to another government department, the supervisor and staff member will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours, including "Banked Time".
- 23.18.2 Supervisors will take all reasonable steps to facilitate the elimination of accumulated credit or debit hours by such staff members. The provisions relating to Core time may be varied by the supervisor if necessary.
- 23.18.3 Staff members may be directed by the supervisor, in relation to their hours of attendance, to ensure that AWT is balanced to neither credit nor debit, at the conclusion of their last day of service. Such direction may include the taking of "Banked" or Flex time days.
- 23.18.4 Where a staff member has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that staff member will be adjusted accordingly.
- 23.18.5 Where despite the provisions of this clause, a staff member has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the staff member at the current salary rate. However, if requested by the staff member and agreed by the new agency, some or all such credit hours may be carried forward to the new agency.

23.19 Part-Time Staff Members

- 23.19.1 Part-time staff members may accumulate Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time staff members but calculated on a pro-rata hours basis. They may not be required to work more than their contract hours.
- 23.19.2 A staff member who is employed under a part-time work arrangement which does not require fixed starting or finishing times on all the normal working days may accrue up to the maximum pro-rata accumulated credit and debit entitlements under Flexible Working Hours.

- 23.19.3 Contract hours for a staff member working under a part-time arrangement will be calculated on the total number of agreed hours to be worked in a settlement period.
- 23.19.4 Pro-rata Flex time entitlements will be calculated to the nearest half hour on a pro-rata basis. Pro-rata Banked time entitlement will be calculated to the nearest "Banked" day. When taking either a half or full Flex time day, the additional time to cover the absence could be made up over the settlement period with the supervisor's approval or by taking either recreation or extended leave.
- 23.19.5 A staff member who elects to change from full-time to part-time work by agreement, may be permitted to exhaust accumulated Flex time entitlements prior to commencing part-time work, or have any existing accumulated credit balance carried over. Future entitlements for Flex time from this accumulated credit hour balance carry over will be calculated on the basis of fulltime work until exhausted.
- 23.19.6 A staff member who changes from part-time to full time employment by agreement, may be permitted to exhaust accumulated Flex time entitlements prior to commencing fulltime work, or carry over the entitlement, which until exhausted will be calculated in accordance with paragraph 23.19.4 of this subclause.

23.20 Grievances

The parties will co-operate in the monitoring of the operation of Flexible Working Hours. Identified operational and administrative problems may be raised either at workplace level through the applicable grievance procedures or through the Joint Consultative Committee.

24. Rostered Days Off for 38 Hour Week Workers

- 24.1 The provisions of this clause apply only to those staff members who work a 38 hour week and are entitled to a rostered day off in a regular cycle.
- 24.2 Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
- 24.2.1 Except as provided in paragraph 24.2.2 of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
- 24.2.2 Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the staff member resumes duty.
- 24.2.3 Exception - Notwithstanding the provisions of paragraph 24.2.2 of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions will continue to apply until renegotiated.
- 24.3 In the event of unforeseen circumstances or NSW Police Force operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- 24.4 Where seasonal or school vacation considerations affect NSW Police Force operations, rostered days off may be accrued and taken during a less active period.
- 24.5 A rostered day off is not to be re-credited if the staff member is ill or incapacitated on a rostered day off.
- 24.6 Payment of higher duties is not to be made to another staff member for undertaking some or all of the duties of the staff member who is absent on a rostered day off.

25. Non-Compliance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Commissioner, will investigate such non-compliance as soon as it comes to notice and will take appropriate

remedial action according to the Commentary and Guidelines on Conduct and Performance Provisions s67 to 70 of the Government Sector Employment (GSE) Act, Clause 14 of the GSE Regulation, Parts 2,7 & 8 of the GSE Rules and Public Service Commission Guideline, 2014-004 Performance Development Framework and supporting guides, as varied from time to time.

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Commissioner, will investigate such non-compliance as soon as it comes to notice and will take appropriate remedial action according to the Commentary and Guidelines on Conduct and Performance Provisions, the Government Sector Employment (GSE) Act, the GSE Regulation, the GSE Rules and Public Service Commission guidelines as published from time to time.

26. Flexible Work Practices

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

27. Existing Hours of Work Determinations

Any existing Determinations/Agreements, pursuant to sections 86 and 87 of the Act on local arrangements in respect of the hours of work which operated in the NSW Police Force as at the effective date of 9 October 2006 of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006 published 1 December 2006 (361 I.G. 977), will continue to apply until renegotiated.

SECTION 4 - TRAVEL ARRANGEMENTS

28. Travelling Compensation

- 28.1 Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters will be met by the NSW Police Force.
- 28.2 The Commissioner will require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- 28.3 Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business will be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 28.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable will be the appropriate proportion of the daily rate. Any fraction of an hour will be rounded off to the nearest half-hour.
- 28.5 The NSW Police Force will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members should obtain prior approval when making their own arrangements for overnight accommodation.
- 28.6 Subject to subclause 28.14 of this clause, a staff member who is required by the Commissioner to work from a temporary work location will be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- 28.7 If meals are provided by the Government at the temporary work location, the staff member will not be entitled to claim the meal allowance.

28.8 For the first 35 days, the payment will be:

- 28.8.1 where the NSW Police Force elects to pay the accommodation provider the staff member will receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 2 - Allowances of Part B, Monetary Rates, and
 - (b) incidentals as set out in Item 3 of Table 2 - Allowances of Part B, Monetary Rates, and
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 28.8.2 where the NSW Police Force elects not to pay the accommodation provider the staff member may elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 2 - Allowances of Part B Monetary Rates and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; or
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 2 - Allowances of Part B, Monetary Rates.

28.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Commissioner that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.

28.10 Where a staff member is unable to so satisfy the Commissioner, the allowance payable for part days of travel will be limited to the expenses incurred during such part day travel.

28.11 After the first 35 days - If a staff member is required by the Commissioner to work in the same temporary work location for more than 35 days, such staff member will be paid the appropriate rate of allowance as specified in Item 2 of Table 2 - Allowances of Part B, Monetary Rates.

28.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 28.11 of this clause, the NSW Police Force could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.

28.13 The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location will not constitute a break in the temporary work arrangement.

28.14 This clause does not apply to staff members who are on an employee-initiated secondment in accordance with section 95 and or 95A of the Act.

29. Excess Travelling Time

29.1 Excess Travelling Time - A staff member directed by the Commissioner to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Commissioner's discretion, be compensated for such time either by:

29.1.1 Payment calculated in accordance with the provisions contained in this clause; or

29.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.

29.2 Compensation under paragraphs 29.1.1 or 29.1.2 of this clause, will be subject to the following conditions:

29.2.1 On a non-working day - subject to the provisions of paragraphs 29.3.4, 29.3.5, 29.3.6 and 29.3.7 of this clause all time spent travelling on official business;

29.2.2 On a working day - subject to the provisions of subclause 29.3 of this clause, all time spent travelling on official business outside the usual hours of duty,

provided the period for which compensation is being sought is more than a half an hour on any one day.

29.3 Compensation for excess travelling time will exclude the following:

29.3.1 Time normally taken for the periodic journey from home to headquarters and return;

29.3.2 Any periods of excess travel of less than 30 minutes on any one day;

29.3.3 Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;

29.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.

29.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;

29.3.6 Working on board ship where meals and accommodation are provided;

29.3.7 Any travel undertaken by a member of staff whose salary includes an all incidents of employment component;

29.3.8 Time within the flex time bandwidth;

29.3.9 Travel overseas;

29.3.10 For staff members under Flexible Working Hours any travel on official business during the standard or agreed bandwidth on a working day will be treated as time worked.

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

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

29.5 The rate of payment for travel or waiting time on a non-working day will be the same as that applying to a working day.

29.6 Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 will be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.

29.7 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

30. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time will be treated and compensated for in the same manner as excess travelling time pursuant to clause 29, Excess Travelling Time.

31. Meal Expenses on One-Day Journeys

31.1 A staff member who is authorised by the Commissioner to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, will be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 2 of Part B, Monetary Rates for: -

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

31.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and

31.1.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

32. Restrictions on Payment of Travelling Allowances

32.1 An allowance under clause 28, Travelling Compensation is not payable in respect of:

32.1.1 Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;

32.1.2 Any period of leave, except with the approval of the Commissioner or as otherwise provided by this clause; or

32.1.3 Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.

32.2. a Staff Member Who is in Receipt of an Allowance under Clause 28, Travelling Compensation Will be Entitled to the Allowance in the Following Circumstances:

32.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or

32.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

33. Increase or Reduction in Payment of Travelling Allowances

33.1 Where the Commissioner is satisfied that a travelling allowance is:

33.1.1 Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or

- 33.1.2 In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

34. Production of Receipts

Payment of any actual expenses may be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the staff member.

35. Travelling Distance

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

SECTION 5 - ALLOWANCES AND OTHER MATTERS

36. Camping Allowances

- 36.1 Except as provided in an Award, Agreement or Determination, payment of the camping allowance applies to a staff member who is: -
- 36.1.1 In receipt of a camping equipment allowance under clause 40, Camping Equipment Allowance, of this award; or
- 36.1.2 Provided with camping equipment by the NSW Police Force; or
- 36.1.3 Reimbursed by the NSW Police Force for the cost of hiring camping equipment.
- 36.2 When required to camp in connection with the performance of official duties, a staff member will be paid an allowance for the expenses incurred in camping as follows:
- 36.2.1 The daily rate specified in Item 4 of Table 2 of Part B, Monetary Rates for all expenses; and
- 36.2.2 Where required to camp for more than 40 nights in any calendar year - that daily rate plus the additional rate for that year as specified in Item 4 of Table 2 - Allowances of Part B, Monetary Rates.
- 36.3 Where the Commissioner is satisfied that it was not reasonable in the circumstances for the staff member to camp, a staff member who is entitled to a camping allowance will be paid a travelling allowance under clause 28, Travelling Compensation, of this award instead of the camping allowance.
- 36.4 A staff member who is paid a remote areas allowance under clause 41, Allowance for Living in a Remote Area, of this award is entitled to continue to receive that allowance while receiving a camping allowance.

37. Composite Allowance

- 37.1 A staff member who is required to perform official duty in the field; and on some occasions, is required to camp and on other occasions resides in accommodation for which an allowance is payable under Clause 28, Travelling Compensation, of this award, may elect to be paid an all inclusive allowance for accommodation, meals and incidental expenses incurred as a result of being required to work in the field.
- 37.2 The rate of the allowance under this clause will be the daily rate for all expenses as shown in Item 5 of Table 2 - Allowances of Part B, Monetary Rates.

- 37.3 In order to be paid the composite allowance under this clause, the staff member should submit to the Commissioner an election each 12 months. If the election is not made by the staff member or not approved by the Commissioner, travelling or camping allowances under clauses 28 or 36 of this award, whichever is appropriate, will apply.
- 37.4 An election under subclause 37.2 of this clause is revocable 12 months after it is made, unless the staff member changes classification.
- 37.5 A staff member who elects to receive the composite allowance is entitled to payment of the allowance, regardless of whether they are required to camp, or are residing temporarily in hotels, motels or other fixed establishments in order to perform official duties in the field (except as provided in subclause 37.5 of this clause).
- 37.6 On occasions when a staff member receiving a composite allowance is provided with accommodation by the Government, the allowance ceases. The incidental expenses allowances and reimbursement for any meal expenses properly and reasonably incurred and not provided by the Government are to be paid in accordance with clause 28, Travelling Compensation, of this award.
- 37.7 The amount of composite allowance payable per hour for a portion of a day is in all cases 1/24th of the appropriate daily rate. When the time taken is a fraction of an hour, periods of less than a half hour are disregarded while periods between a half hour and 1 hour are counted as 1 hour (that is, the time is rounded to the nearest hour).
- 37.8 A staff member who receives a composite allowance is entitled to the camping equipment allowance if the Commissioner certifies that it is necessary for the staff member to provide camping equipment at personal expense.

38. Allowance Payable for Use of Private Motor Vehicle

- 38.1 The Commissioner may authorise a staff member to use a private motor vehicle for work where:
- 38.1.1 Such use will result in greater efficiency or involve the NSW Police Force in less expense than if travel were undertaken by other means; or
- 38.1.2 Where the staff member is unable to use other means of transport due to a disability.
- 38.2 A staff member who, with the approval of the Commissioner, uses a private motor vehicle for work will be paid an appropriate rate of allowance specified in Item 6 of Table 2 of Part B, Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 38.4 of this clause.
- 38.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 38.3.1 The casual rate is payable if a staff member elects, with the approval of the Commissioner, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 38.3.2 The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.
- 38.4 Deduction from allowance
- 38.4.1 Except as otherwise specified in this award, a staff member will bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.

38.4.2 In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the staff member is required to operate on a long term basis or the designated headquarters per paragraph 38.4.3 of this subclause.

38.4.3 Designated headquarters

- (a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) A staff member's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

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

38.4.5 Where a headquarters has been designated per subparagraph 38.4.3(a) of this subclause and the staff member is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

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

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

38.5 The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be affected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Commissioner.

- 38.6 Expenses such as tolls etc. will be refunded to staff members where the charge was incurred during approved work related travel.
- 38.7 Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member will be entitled to an additional allowance as prescribed in Item 6 of Table 3 - Allowances of Part B, Monetary Rates.

39. Damage to Private Motor Vehicle Used for Work

- 39.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer will be reimbursed by the NSW Police Force, provided:
- 39.1.1 The damage is not due to gross negligence by the staff member; and
- 39.1.2 The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- 39.2 Provided the damage is not the fault of the staff member, the NSW Police Force will reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
- 39.2.1 The damage was sustained on approved work activities; and
- 39.2.2 The costs cannot be met under the insurance policy due to excess clauses.

40. Camping Equipment Allowance

- 40.1 In this clause, "camping equipment" includes instrument and travelling equipment.
- 40.2 A staff member who provides camping equipment required for the performance of official duties will be paid a camping equipment allowance at the rate specified in Item 7 of Table 2 - Allowances of Part B Monetary Rates for the expense of providing the equipment.
- 40.3 A staff member who provides own bedding and sleeping bag while camping on official business, will be paid an additional allowance at the rate specified in Item 7 of Table 2 - Allowances of Part B Monetary Rates.

41. Allowance for Living in a Remote Area

- 41.1 A staff member will be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 41.1.1 Indefinitely stationed and living in a remote area as defined in subclause 41.2 of this clause; or
- 41.1.2 Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 41.2 of this clause.
- 41.2 Grade of appropriate allowance payable under this clause will be determined as follows:
- 41.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 8 of Table 2 - Allowances of Part B, Monetary Rates in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 41.2.2 and 41.2.3 of this subclause;
- 41.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 8 of Table 2 - Allowances of Part B, Monetary Rates; in respect of the towns and localities of Angledool, Barringun, Bourke,

Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;

- 41.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 8 of Table 2 - Allowances of Part B, Monetary Rates, in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.
- 41.3 The dependant rate for each grade is payable where
- 41.3.1 the staff member has a dependant as defined; and
- 41.3.2 the staff member's dependant(s) resides within the area that attracts the remote area allowance; and
- 41.3.3 the staff member's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 41.4 For the purposes of this clause dependant is defined as
- 41.4.1 the spouse of the staff member (including a de facto spouse);
- 41.4.2 each child of the staff member aged eighteen years or under;
- 41.4.3 each son and daughter of the staff member aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
- 41.4.4 any other person who is part of the staff member's household and who is, in the opinion of the Commissioner, substantially financially dependent on the staff member.
- 41.5 NSW Police Force temporary employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.
- 41.6 A staff member who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave
- 41.7 A staff member who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- 41.7.1 the staff member continues in employment; and
- 41.7.2 the dependants continue to reside in the area specified; and
- 41.7.3 military pay does not exceed the NSW Police Force salary plus the remote areas allowance.

If the military salary exceeds the NSW Police Force salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

42. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave

- 42.1 A staff member who:
- 42.1.1 Is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Director - General; and

- 42.1.2 Proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the staff member's work location in that area, will be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 9 of Table 2 - Allowances of Part B, Monetary Rates for the additional costs of travel.
- 42.2 Dependant in this clause has the same meaning as subclause 41.4 of clause 41, Allowance for Living in a Remote Area of this award.
- 42.3 Allowances under this clause do not apply to staff members who have less than three years service and who, at the date of engagement, were resident in the defined area.

43. Overseas Travel

Unless the Commissioner determines that a staff member will be paid travelling rates especially determined for the occasion, a staff member required by the NSW Police Force to travel overseas on official business, will be paid the appropriate overseas travelling allowance rates as specified in the relevant Department of Premier and Cabinet Circular as issued from time to time.

44. Exchanges

- 44.1 The Commissioner may arrange two way or one way exchanges with other organisations both public and private, if the NSW Police Force or the staff member will benefit from additional training and development which is intended to be used in the carrying out of NSW Police Force business.
- 44.2 The conditions applicable to those staff members who participate in exchanges will be determined by the Commissioner according to the individual circumstances in each case (Item 11 of Table 2 - Allowances of Part B, Monetary Rates).
- 44.3 The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 57, Conditions Applying to On Loan Arrangements, of this award apply to staff members who are loaned to the Association.

45. Room at Home Used as Office

- 45.1 Where no NSW Police Force office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, the NSW Police Force will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 12 of Table 2 - Allowances of Part B, Monetary Rates is payable for the use of a room at home as an office.
- 45.2 Where an office exists in a particular location - Where a NSW Police Force office or offices already exist in a particular location but the staff member and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement will be negotiated in accordance with the provisions of the applicable policy as varied. The allowance set out in subclause 45.1 of this clause will not apply in these circumstances.
- 45.3 Requirements - Arrangements under subclauses 45.1 or 45.2 of this clause will be subject to:
- 45.3.1 A formal agreement being reached in respect of the hours to be worked; and
- 45.3.2 The work health and safety, provision of equipment requirements and any other relevant conditions specified in the applicable policy as varied.

46. Semi-Official Telephones

- 46.1 Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member will be made as specified in this clause if the staff member is required to be contacted or is

- required to contact others in connection with the duties of his/her position in the NSW Police Force, as and when required.
- 46.2 The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- 46.3 The semi-official telephone allowance applies to staff members who are required, as part of their duties to:
- 46.3.1 Give decisions, supply information or provide emergency services; and/or
- 46.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 46.4 Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause will be limited to the following:
- 46.4.1 The connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
- 46.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
- 46.4.3 The full cost of official local, STD and ISD calls.
- 46.5 To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
- 46.5.1 Date, time, length of call and estimated cost;
- 46.5.2 Name and phone number of the person to whom call was made; and
- 46.5.3 Reason for the call.

47. Flying Allowance

Staff members, other than those employed to fly aircraft, will be paid an allowance as specified in Item 14 of Table 2 - Allowances of Part B, Monetary Rates when required to work from an in-flight situation. The flying allowance payable under this clause will be paid in addition to any other entitlement for the time actually spent working in the aircraft.

48. Uniforms, Protective Clothing and Laundry Allowance

- 48.1 Uniform, etc. provided by NSW Police Force - A staff member who is required or authorised by the Commissioner to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties will be provided by the NSW Police Force with such clothing and will be paid an allowance at the rate specified in Item 15 of Table 2 - Allowances of Part B, Monetary Rates for laundering the uniform or protective clothing, unless the staff member is entitled to receive a laundry allowance under another industrial instrument.
- 48.2 Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing will be met by the NSW Police Force.
- 48.3 Uniform, etc. provided by the staff member - Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member will be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

49. Compensation for Damage to or Loss of Staff Member's Personal Property

- 49.1 Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the NSW Police Force covering the damage to or loss of the personal property of the staff member.
- 49.2 If a claim under subclause 49.1 of this clause is rejected by the insurer, the Commissioner may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
- 49.2.1 Is due to the negligence of the NSW Police Force, another staff member, or both, in the performance of their duties; or
- 49.2.2 Is caused by a defect in a staff member's material or equipment; or
- 49.2.3 Results from a staff member's protection of or attempt to protect NSW Police Force property from loss or damage.
- 49.3 Compensation in terms of subclause 49.2 of this clause will be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Commissioner may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 49.4 For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- 49.5 Compensation for the damage sustained may be made by the NSW Police Force where, in the course of work, clothing or items such as spectacles, hearing aids, etc., are damaged or destroyed by natural disasters or by theft or vandalism.

50. Garage and Carport Allowance

- 50.1 Where a staff member garages a NSW Police Force vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Commissioner, such staff member will be paid an appropriate rate of allowance as specified in Item 16 of Table 2 - Allowances of Part B, Monetary Rates.
- 50.2 Payment of the garage or carport allowance will continue during periods when the staff member is absent from headquarters.

51. Community Language Allowance Scheme (CLAS)

- 51.1 Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not:
- 51.1.1 Employed as interpreters and translators; and
- 51.1.2 Employed in those positions where particular language skills are an integral part of essential requirements of the position,
- will be paid an allowance as specified in Item 17 of Table 2 - Allowances of Part B, Monetary Rates, subject to subclauses 51.2 and 51.3 of this clause.
- 51.2 The base level of the CLAS is paid to staff members who:
- 51.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and

- 51.2.2 have passed an examination administered by the Community Relations Commission or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 51.3 The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:
- 51.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the Commissioner; or
- 51.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness

52. First Aid Allowance

- 52.1 A staff member appointed as a First Aid Officer will be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 18 of Table 2 - Allowances of Part B, Monetary Rates.
- 52.2 The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 52.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to a staff member appointed as a First Aid Officer who:
- 52.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and
- 52.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 52.4 The First Aid Allowance will not be paid during leave of one week or more.
- 52.5 When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member will be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 52.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who need to be trained to meet NSW Police Force needs, and the cost of retraining First Aid Officers, are to be met by the NSW Police Force.

53. Review of Allowances Payable in Terms of this Award

- 53.1 Adjustment of Allowances - Allowances contained in this award will be reviewed as follows:
- 53.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO).
- (a) Clause 28, Travelling Compensation;
- (b) Clause 31, Meal Expenses on One Day Journeys;
- (c) Clause 96, Overtime Meal Allowances.

53.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):

- (a) Clause 38, Allowances Payable for the Use of Private Motor Vehicles.

53.1.3 Allowances payable in terms of clauses listed in this paragraph will be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):

- (a) Clause 36, Camping Allowances;
- (b) Clause 37, Composite Allowance;
- (c) Clause 40, Camping Equipment Allowance;
- (d) Clause 41, Allowance for Living in a Remote Area;
- (e) Clause 42, Assistance to Staff Members Stationed in a Remote Area when Travelling on Recreation Leave;
- (f) Clause 45, Room at Home used as Office;
- (g) Clause 48, Uniforms, Protective Clothing and Laundry Allowance;
- (h) Clause 50, Garage and Carport Allowance.

53.1.4 Allowances payable in terms of clauses listed in this paragraph will continue to be subject to a percentage increase under an Award, Agreement or Determination and will be adjusted on and from the date or pay period the percentage increase takes effect:

- (a) Clause 47, Flying Allowance;
- (b) Clause 51, Community Language Allowance Scheme (CLAS);
- (c) Clause 52, First Aid Allowance;
- (d) Clause 94, On-Call (Stand-by) and On-Call Allowance.

SECTION 6 - UNION CONSULTATION, ACCESS AND ACTIVITIES

54. Trade Union Activities Regarded as on Duty

54.1 An Association delegate will be released from the performance of normal duty with the NSW Police Force when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:

54.1.1 Attendance at meetings of the workplace's Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*.

54.1.2 Attendance at meetings with workplace management or workplace management representatives;

54.1.3 A reasonable period of preparation time, before:

- (a) Meetings with management;

- (b) Disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
- (c) Any other meeting with management,
by agreement with management, where operational requirements allow the taking of such time;

54.1.4 Giving evidence in court on behalf of the employer;

54.1.5 Appearing as a witness before the Industrial Relations Commission for promotional or disciplinary appeals.

54.1.6 Representing the Association at the Industrial Relations Commission in relation to promotional or disciplinary appeals.

54.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the NSW Police Force; and

54.1.8 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

55. Trade Union Activities Regarded as Special Leave

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

55.1.1 Annual or biennial conferences of the Association;

55.1.2 Meetings of the Association 's Executive, Committee of Management or Councils;

55.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;

55.1.4 Attendance at meetings called by Unions NSW and or the Public Service Commission involving the Association which requires attendance of a delegate;

55.1.5 Attendance at meetings called by the Commissioner, as the employer for industrial purposes, as and when required;

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

55.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 54, 55 and 56 of this award apply.

56. Trade Union Training Courses

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

56.1.1 Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions, on which special leave for such courses will be granted, will be negotiated between the Commissioner and the Association under a local arrangement pursuant to clause 12, Local Arrangements, of this award.

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

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

57. Conditions Applying to on Loan Arrangements

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

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

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

57.1.2 Briefing counsel on behalf of the Association;

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

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

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

57.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association: -

- (a) The NSW Police Force will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
- (b) The NSW Police Force will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
- (c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Commissioner and the Association.

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

57.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the

Association will approach the Commissioner in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

57.1.9 Where the Commissioner and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Director - General for determination after consultation with the Commissioner and the Association.

58. Period of Notice for Trade Union Activities

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

59. Access to Facilities by Trade Union Delegates

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

59.1.1 Telephone, facsimile, internet and E-mail facilities;

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

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

60. Responsibilities of the Trade Union Delegate

60.1 Responsibilities of the Association delegate are to:

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

60.1.2 Participate in the workplace consultative processes, as appropriate;

60.1.3 Follow the dispute settling procedure applicable in the workplace;

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

60.1.5 Account for all time spent on authorised Association business;

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

60.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Commissioner and the Association; and

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

61. Responsibilities of the Trade Union

61.1 Responsibilities of the Association are to:

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

61.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management;

- 61.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- 61.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- 61.1.5 Apply to the Commissioner well in advance of any proposed extension to the "on loan" arrangement;
- 61.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- 61.1.7 Advise employer of any leave taken by the Association delegate during the on loan arrangement.

62. Responsibilities of Workplace Management

- 62.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:
 - 62.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
 - 62.1.2 Advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
 - 62.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
 - 62.1.4 Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
 - 62.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
 - 62.1.6 Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flex leave, to apply the provisions of paragraph 62.1.5 of this clause;
 - 62.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
 - 62.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
 - 62.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

63. Right of Entry Provisions

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

64. Travelling and Other Costs of Trade Union Delegates

- 64.1 Except as specified in paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management, of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 64.2 In respect of meetings called by the workplace management in terms of paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management, of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 28, Travelling Compensation, 31, Meal Expenses on One Day Journeys or 32, Restrictions on Payment of Travelling Allowances, of this award.
- 64.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the NSW Police Force or the Director - General, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 64.4 The on loan arrangements will apply strictly as negotiated and no extra claims in respect of the period of on loan may be made on the NSW Police Force by the Association or the staff member.

65. Industrial Action

- 65.1 Provisions of the *Industrial Relations Act* 1996 will apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under clause 9, Grievance and Dispute Settling Procedures).
- 65.2 There will be no victimisation of staff members prior to, during or following such industrial action.

66. Consultation and Technological Change

- 66.1 There will be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and the Association.
- 66.2 The NSW Police Force management will consult with the Association prior to the introduction of any technological change.

67. Deduction of Trade Union Membership Fees

At the staff member's election, the Commissioner will provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Commissioner and the Association in accordance with clause 12, Local Arrangements, of this award.

SECTION 7 - LEAVE

68. Leave - General Provisions

- 68.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Commissioner and the Association in terms of clause 12, Local Arrangements of this award.
- 68.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 68.3 Unless otherwise specified in this award a temporary employee employed under Sections 90 and 91 of the Act is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the NSW Police Force

Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.

- 68.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave must be taken before unpaid leave.

69. Absence from Work

- 69.1 A staff member must not be absent from work unless reasonable cause is shown.
- 69.2 If a staff member is to be absent from duty because of illness or other emergency, the staff member should notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- 69.3 If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from duty without authorised leave and the Commissioner will deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 69.4 The minimum period of leave available to be granted will be one hour, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 69.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

70. Applying for Leave

- 70.1 An application by a staff member for leave under this award must be made to and dealt with by the Commissioner.
- 70.2 The Commissioner will deal with the application for leave according to the wishes of the staff member, if the operational requirements of the NSW Police Force permit this to be done.

71. Extended Leave

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

72. Family and Community Service Leave

- 72.1 The Commissioner may grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 72.2 of this clause. The Commissioner may also grant leave for the purposes in subclause 72.3 of this clause. Non-emergency appointments or duties must be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 72.2 Such unplanned and emergency situations may include, but not be limited to, the following: -
- 72.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
- 72.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- 72.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens a staff member's property and/or prevents a staff member from reporting for duty;
- 72.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;

- 72.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case.
- 72.3 Family and community service leave may also be granted for:
- 72.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- 72.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 72.4 The definition of "family or "relative" in this clause is the same as that provided in paragraph 82.4.2 of clause 82, Sick Leave to Care for Family Member, of this award.
- 72.5 From the 1 January 2010, FACS leave on full pay accrues as follows:
- 72.5.1 2 ½ days in the staff member's first year of service;
- 72.5.2 2 ½ days in the staff member's second year of service; and
- 72.5.3 one day per year thereafter.
- 72.6 If available family and community service leave is exhausted as a result of natural disasters, the Commissioner will consider applications for additional family and community service leave, if some other emergency arises.
- 72.7 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- 72.8 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 82, Sick Leave to Care for a Sick Family Member, of this award will be granted when paid family and community service leave has been exhausted or is unavailable.
- 72.9 The Commissioner may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

73. Leave Without Pay

- 73.1 The Commissioner may grant leave without pay to a staff member if good and sufficient reason is shown.
- 73.2 Leave without pay may be granted on a full-time or a part-time basis.
- 73.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member will be paid for any proclaimed public holidays falling during such leave without pay.
- 73.4 Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave will count as service for incremental progression and accrual of recreation leave.
- 73.5 A staff member who has been granted leave without pay, may not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Commissioner.

- 73.6 A staff member will not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave must be taken before leave without pay.
- 73.7 No paid leave will be granted during a period of leave without pay.
- 73.8 A permanent appointment may be made to the staff member's position if:
- 73.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 73.8.2 the staff member is advised of the Commissioner's proposal to permanently backfill their position; and
 - 73.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - 73.8.4 the Commissioner advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 73.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 73.10 The staff member does not cease to be employed by the NSW Police Force if their position is permanently backfilled.
- 73.11 Subclause 73.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 76.9.1(a) of clause 76, Parental Leave, or to military leave.

74. Military Leave

- 74.1 During the period of 12 months commencing on 1 July each year, the Commissioner may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.
- 74.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary defence Reserve service.
- 74.3 Up to 24 working days military leave per financial year may be granted by the Commissioner to members of the Naval and Military Reserve and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 74.1 of this clause.
- 74.4 The Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 74.5 A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 74.3 of this clause may be granted Military Leave Top Up Pay by the Commissioner.
- 74.6 Military Leave Top Up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 74.7 During a period of Military Leave Top Up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and the NSW Police Force is to continue to make superannuation contributions at the normal rate.

- 74.8 At the expiration of military leave in accordance with subclause 74.3 or 74.4 of this clause, the staff member must furnish to the Commissioner a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

75. Observance of Essential Religious or Cultural Obligations

- 75.1 A staff member of:
- 75.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - 75.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- 75.2 Provided adequate notice as to the need for leave is given by the staff member to the NSW Police Force and it is operationally convenient to release the staff member from duty, the Commissioner must grant the leave applied for by the staff member in terms of this clause.
- 75.3 A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, will be granted such time off by the Commissioner subject to:
- 75.3.1 Adequate notice being given by the staff member;
 - 75.3.2 Prior approval being obtained by the staff member; and
 - 75.3.3 The time off being made up in the manner approved by the Commissioner.
- 75.4 Notwithstanding the provisions of subclauses 75.1, 75.2 and 75.3 of this clause, arrangements may be negotiated between the NSW Police Force and the Association in terms of clause 12, Local Arrangements, of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

76. Parental Leave

- 76.1 Parental leave includes maternity, adoption and "other parent" leave.
- 76.2 Maternity leave will apply to a staff member who is pregnant and, subject to this clause the staff member may be entitled to be granted maternity leave as follows:
- 76.2.1 For a period up to 9 weeks prior to the expected date of birth; and
 - 76.2.2 For a further period of up to 12 months after the actual date of birth.
 - 76.2.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 76.3 Adoption leave will apply to a staff member adopting a child and who will be the primary care giver, the staff member may be granted adoption leave as follows:
- 76.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 76.3.2 For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.

- 76.3.3 Special Adoption Leave - A staff member will be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flex time or family and community service leave.
- 76.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 76.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 76.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 76.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 76.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- 76.5.1 Applied for parental leave within the time and in the manner determined set out in subclause 76.10 of this clause; and
- 76.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 76.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.
- 76.6 Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 76.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 76.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
- 76.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 76.7 A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 76.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 76.7.2 at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or

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

76.8 Except as provided in subclauses 76.5, 76.6 and 76.7 of this clause, parental leave will be granted without pay.

76.9 Right to request

76.9.1 A staff member who has been granted parental leave in accordance with subclause 76.2, 76.3 or 76.4 of this clause may make a request to the Commissioner to:

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

to assist the staff member in reconciling work and parental responsibilities.

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

76.10 Notification Requirements

76.10.1 When the NSW Police Force is made aware that a staff member or their spouse is pregnant or is adopting a child, the NSW Police Force must inform the staff member of their entitlements and their obligations under the Award.

76.10.2 A staff member who wishes to take parental leave must notify the Commissioner in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:

- (a) that she/he intends to take parental leave, and
- (b) the expected date of birth or the expected date of placement, and
- (c) if she/he is likely to make a request under subclause 76.9 of this clause.

76.10.3 At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:

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

76.10.4 Staff member's request and the Commissioner's decision to be in writing

The staff member's request under paragraph 76.9.1 and the Commissioner's decision made under paragraph 76.9.2 must be recorded in writing.

76.10.5 A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commissioner in writing as soon as practicable and preferably before beginning maternity, adoption or other parental leave. If the notification is not given before commencing such leave, it may

- be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Commissioner agrees.
- 76.10.6 A staff member on maternity leave is to notify the NSW Police Force of the date on which she gave birth as soon as she can conveniently do so.
- 76.10.7 A staff member must notify the NSW Police Force as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 76.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commissioner and any number of times with the consent of the Commissioner. In each case she/he must give the NSW Police Force at least 14 days notice of the change unless the Commissioner decides otherwise.
- 76.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 76.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 76.12 If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member may be appointed to a position of the same grade and classification as the staff member's former position.
- 76.13 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 76.14 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the NSW Police Force) must be given.
- 76.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 76.16 A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 76.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 76.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
- 76.17.2 the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay; and
- 76.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay will be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 76.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commissioner, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

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

76.20 Communication during parental leave

76.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the NSW Police Force will take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
- (b) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.

76.20.2 The staff member will take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.

76.20.3 The staff member will also notify the Commissioner of changes of address or other contact details which might affect the NSW Police Force capacity to comply with paragraph 76.20.1 of this subclause.

77. Purchased Leave

77.1 A staff member may apply to enter into an agreement with the Commissioner to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

77.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account NSW Police Force business needs and work demands.

77.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading

77.1.3 The leave will count as service for all purposes.

77.2 The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.

77.2.1 Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.

77.2.2 To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

77.3 Purchased leave is subject to the following provisions:

77.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.

77.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.

77.3.3 Sick leave cannot be taken during a period of purchased leave.

- 77.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 77.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.
- 77.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 77.4 Specific conditions governing purchased leave may be amended from time to time by the Director - General in consultation with the Association. The NSW Police Force may make adjustments relating to its salary administration arrangements.

78. Recreation Leave

78.1 Accrual

- 78.1.1 Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time will accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- 78.1.2 Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, employed in terms of the Police Regulation 2015, who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal.
- 78.1.3 Recreation leave accrues from day to day.

78.2 Limits on Accumulation and Direction to take leave

- 78.2.1 At least two (2) consecutive weeks of recreation leave must be taken by a staff member every 12 months, except by agreement with the Commissioner in special circumstances.
- 78.2.2 Where the operational requirements permit, the application for leave will be dealt with by the Commissioner according to the wishes of the staff member.
- 78.2.3 The Commissioner will notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the NSW Police Force.
- 78.2.4 The Commissioner will notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the NSW Police Force.
- 78.2.5 A staff member must take their recreation leave to reduce their accrual below 8 weeks or its hourly equivalent, and the NSW Police Force must cooperate in this process.

78.3 Conservation of Leave - If the Commissioner is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Commissioner will: -

- 78.3.1 Specify in writing the period of time during which the excess may be conserved; and
- 78.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.

78.3.3 The Commissioner will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.

78.4 Miscellaneous

78.4.1 Unless a local arrangement has been negotiated between the Commissioner and the Association, recreation leave is not to be granted for a period less than one (1) hour or in other than multiples of one (1) hour.

78.4.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to one (1) hour (fractions less than one (1) hour being rounded up).

78.4.3 Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 78.4.4 of this subclause.

78.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.

78.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 78.4.4 of this subclause will be calculated to an exact one (1) hour (fractions less than one (1) hour being rounded down).

78.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.

78.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 76, Parental Leave of this award.

78.4.8 On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave which remains untaken.

78.4.9 A staff member to whom paragraph 78.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.

78.5 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, will be paid to the staff member's nominated beneficiary.

78.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:

78.6.1 To the widow or widower of the staff member; or

78.6.2 If there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or

78.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Commissioner was, at the time of the staff member's death, a dependent relative of the staff member; or

78.6.4 If there is no person entitled under paragraph 78.6.1, 78.6.2 or 78.6.3 of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment will be made to the personal representative of the staff member.

- 78.7 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays - Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, will be entitled to receive additional annual leave or payment as provided for in subclause 89.7 of clause 89, Shift Work of this award.
- 78.8 Recreation leave does not accrue during leave without pay other than:
- 78.8.1 military leave taken without pay when paid military leave entitlements are exhausted;
 - 78.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - 78.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - 78.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
 - 78.8.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 78.9 A staff member entitled to additional recreation leave under paragraph 78.1.2 of this clause, or under paragraph 89.8.1 of clause 89, Shift Work of this award, can elect at any time to cash out the additional recreation leave.
- A staff member entitled to additional recreation leave under paragraph 78.1.2 of this clause, or under paragraph 89.7.6 of clause 89, Shift Work of this award, can elect at any time to cash out the additional recreation leave.

79. Annual Leave Loading

- 79.1 General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 79.2 to 79.6 of this clause, the annual leave loading will be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 79.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member: -
- 79.2.1 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading will be calculated on the actual leave accrued or on five weeks, whichever is the lower.
 - 79.2.2 If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading will continue to be paid on a maximum of 4 weeks leave.
- 79.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 79.3.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
 - 79.3.2 17½% annual leave loading.
- 79.4 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable will not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 79.5 Leave year - For the calculation of the annual leave loading, the leave year will commence on 1 December each year and will end on 30 November of the following year.

- 79.6 Payment of annual leave loading - Payment of the annual leave loading will be made on the recreation leave accrued during the previous leave year and will be subject to the following conditions:
- 79.6.1 Annual leave loading for the previous leave year will be paid in the first pay on or after 1 December in the subsequent leave year.
- 79.6.2 Notwithstanding paragraph 79.6.1 above a staff member may, with appropriate notice, elect to defer the payment of annual leave loading to a subsequent pay period. Provided further that such deferral will be limited to the last pay on or before 31 December in the same leave year.
- 79.6.3 While annual leave loading will not be paid in the first leave year of employment it will be paid in the subsequent leave year in accordance with paragraphs 78.6.1 and 78.6.2 of this subclause.
- 79.6.4 A staff member who has not been paid annual leave loading for the previous leave year, will be paid annual leave loading on resignation, retirement or termination by the NSW Police Force for any reason other than the staff member's serious and intentional misconduct.
- 79.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

80. Sick Leave

- 80.1 Illness in this clause and in clauses 81 and 82 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 80.2 Payment for sick leave is subject to the staff member:
- 80.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
- 80.2.2 Providing evidence of illness as soon as practicable if required by clause 81, Sick Leave - Requirements for Evidence of Illness, of this award.
- 80.3 If the Commissioner is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Commissioner:
- 80.3.1 Will grant to the staff member sick leave on full pay; and
- 80.3.2 May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this award to sick leave on full pay.
- 80.4 The Commissioner may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- 80.4.1 is unable to carry out their duties without distress; or
- 80.4.2 risks further impairment of their health by reporting for duty; or
- 80.4.3 is a risk to the health, wellbeing or safety of other staff members, NSW Police Force clients or members of the public
- 80.5 The Commissioner may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- 80.6 Entitlements - Any staff member appointed from 1 January 2009 will commence accruing sick leave in accordance with this clause immediately. Existing staff members at 1 January 2009 will accrue sick leave in accordance with this clause from 1 January 2009 onwards.

- 80.6.1 At the commencement of employment with the NSW Police Force, a full-time staff member is granted an accrual of 5 days sick leave.
- 80.6.2 After the first four months of employment, the staff member will accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 80.6.3 After the first year of service, the staff member will accrue sick leave day to day at the rate of 15 working days per year of service.
- 80.6.4 All continuous service as a staff member in the NSW public service will be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service will be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- 80.6.5 Notwithstanding the provisions of paragraph 80.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Government Sector Employment Regulation 2014, Regulation 30.
- 80.6.6 Sick leave without pay will count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay will be treated in the same manner as leave without pay.
- 80.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, will be converted to its full pay equivalent.
- 80.6.8 Paid sick leave will not be granted during a period of unpaid leave.
- 80.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service will be limited to 5 days paid sick leave, unless the Commissioner approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service must be supported by a satisfactory medical certificate.
- 80.8 Seasonal or relief staff - No paid sick leave will be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

81. Sick Leave - Requirements for Evidence of Illness

- 81.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Commissioner in respect of the absence.
- 81.2 In addition to the requirements under subclause 80.2 of clause 80, Sick Leave, of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Commissioner. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Commissioner for each occasion absent for the balance of the calendar year.
- 81.3 As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Commissioner is satisfied that the reason for the absence is genuine.
- 81.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Commissioner will advise them in advance.
- 81.5 If the Commissioner is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to the NSWPF nominated medical assessor or its successor for advice.

- 81.5.1 The type of leave granted to the staff member will be determined by the Commissioner based on the NSWPF nominated medical assessor or its successor's advice.
- 81.5.2 If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 81.6 The granting of paid sick leave will be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the NSW Police Force.
- 81.7 The reference in this clause to evidence of illness will apply, as appropriate:
- 81.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Commissioner's discretion, another registered health services provider,
- 81.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 81.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 81.7.3 at the Commissioner's discretion, other forms of evidence that satisfy that the staff member had a genuine illness.
- 81.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the Commissioner satisfactory evidence of illness in respect of an illness which occurred during the leave, the Commissioner may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
- 81.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 81.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 81.9 Subclause 81.8 of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

82. Sick Leave to Care for a Family Member

- 82.1 Where family and community service leave provided for in clause 72, Family and Community Service Leave of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 82.4 of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 82.2 The sick leave will initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- 82.3 If required by the Commissioner to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 81.6 of clause 81, Sick Leave - Requirements for Evidence of Illness of this award.
- 82.4 The entitlement to use sick leave in accordance with this clause is subject to:
- 82.4.1 The staff member being responsible for the care and support of the person concerned; and

82.4.2 The person concerned being: -

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

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

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

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

83. Sick Leave - Workers Compensation

- 83.1 The Commissioner will advise each staff member of their rights under the *Workers Compensation Act* 1987, as amended from time to time, and may give such assistance and advice, as necessary, in the lodging of any claim.
- 83.2 A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers Compensation Act* 1987, will be required to lodge a claim for any such compensation.
- 83.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Commissioner may assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 83.4 The Commissioner will ensure that, once received by the NSW Police Force, a staff member's workers compensation claim is lodged by the NSW Police Force with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act* 1987.
- 83.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Commissioner will grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- 83.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim will be restored to the credit of the staff member.
- 83.7 A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act* 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way will be debited against the staff member.
- 83.8 If a staff member notifies the Commissioner that he or she does not intend to make a claim for any such compensation, the Commissioner will consider the reasons for the staff member's decision and may

determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.

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

84. Sick Leave - Claims Other Than Workers Compensation

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

85. Special Leave

85.1 Special Leave - Jury Service

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

85.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons will, upon return to duty after discharge from jury service, furnish to the Commissioner a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.

85.1.3 When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Commissioner will grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Commissioner may grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.

85.2 Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member will be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity will be paid by the NSW Police Force.

85.3 Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) will:

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

85.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

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

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

85.5 Special Leave - Examinations -

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

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

85.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.

85.6 Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 55, Trade Union Activities Regarded as Special Leave of this award.

- 85.7 Return Home When Temporarily Living Away from Home - Sufficient special leave will be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member will be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.
- 85.8 Return Home When Transferred to New Location - Special leave will be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 85.9 A staff member who identifies as an Indigenous Australian will be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- 85.10 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Commissioner for such other purposes, subject to the conditions of the Government Sector Employment Regulation 2014 at the time the leave is taken.
- 85.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 86, Leave for Matters Arising from Domestic Violence, have been exhausted, the Commissioner may grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

86. Leave for Matters Arising from Domestic Violence

- 86.1 The definition of domestic violence is found in clause 3.73, Definitions, of this award.
- 86.2 Leave entitlements provided for in clause 72, Family and Community Service Leave, clause 80, Sick Leave and clause 82, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 86.3 Where the leave entitlements referred to in subclause 86.2 are exhausted, the Commissioner will grant Special Leave as per subclause 85.11.
- 86.4 The Commissioner will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, A Domestic Violence Support Service or Lawyer.
- 86.5 Personal information concerning domestic violence will be kept confidential by the NSW Police Force.
- 86.6 An application for leave for matters arising from domestic violence under this clause will trigger the NSW Police Force response to domestic and family violence with respect to the immediate and long term protection of victims, including specific police obligations for the investigation and management of such matters. Such actions are in line with obligations under the *Crimes (Domestic and Family Violence) Act 2007*.
- 86.7 The Commissioner, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

SECTION 8 - TRAINING AND PROFESSIONAL DEVELOPMENT**87. Staff Development and Training Activities**

- 87.1 For the purpose of this clause, the following will be regarded as staff development and training activities:
- 87.1.1 All staff development courses conducted by a NSW Public Sector organisation;
 - 87.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 87.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 87.2 For the purposes of this clause, the following will not be regarded as staff development and training activities:
- 87.2.1 Activities for which study assistance is appropriate;
 - 87.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
 - 87.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 87.3 Attendance of a staff member at activities considered by the Commissioner to be:
- 87.3.1 Essential for the efficient operation of the NSW Police Force; or
 - 87.3.2 Developmental and of benefit to NSW public sector
- will be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- 87.4 The following provisions will apply, as appropriate, to the activities considered to be essential for the efficient operation of the NSW Police Force:
- 87.4.1 Recognition that the staff members are performing normal duties during the course;
 - 87.4.2 Adjustment for the hours so worked under flexible working hours;
 - 87.4.3 Payment of course fees:
 - 87.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - 87.4.5 Payment of overtime where the activity could not be conducted during the staff member's normal hours and the Commissioner is satisfied that the approval to attend constitutes a direction to work overtime under clause 90, Overtime - General, of this award.
- 87.5 The following provisions will apply, as appropriate, to the activities considered to be developmental and of benefit to the NSW Police Force:
- 87.5.1 Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
 - 87.5.2 Payment of course fees;

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

88. Study Assistance

- 88.1 The Commissioner has the power to grant or refuse study time.
- 88.2 Where the Commissioner approves the grant of study time, the grant will be subject to:
- 88.2.1 The course being a course relevant to the NSW Police Force and/or the public service;
- 88.2.2 The time being taken at the convenience of the NSW Police Force; and
- 88.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 88.3 Study time may be granted to both full and part-time staff members. Part-time staff members however will be entitled to a pro-rata allocation of study time to that of a full-time staff member.
- 88.4 Study time may be used for:
- 88.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
- 88.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- 88.4.3 Private study; and/or
- 88.4.4 Accumulation, subject to the conditions specified in subclauses 88.6 to 88.10 of this clause.
- 88.5 Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows: -
- 88.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 88.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 88.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 88.6 to 88.10 of this clause.

- 88.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW Police Force.
- 88.7 Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and the NSW Police Force.
- 88.8 Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 88.9 Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 88.10 Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 88.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 88.12 Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 88.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 88.14 Repeated subjects - Study time should not be granted for repeated subjects.
- 88.15 Expendable grant - Study time if not taken at the nominated time will be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 88.16 Examination Leave - Examination leave will be granted as special leave for all courses of study approved in accordance with this clause.
- 88.17 The period granted as examination leave will include:
- 88.17.1 Time actually involved in the examination;
 - 88.17.2 Necessary travelling time, in addition to examination leave,

but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- 88.18 The examination leave will be granted for deferred examinations and in respect of repeat studies.
- 88.19 Study Leave - Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 88.20 All staff members are eligible to apply and no prior service requirements are necessary.

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

SECTION 9 - SHIFT WORK AND OVERTIME

89. Shift Work

- 89.1 Shift Loadings - A shift worker employed on a shift will be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day - at or after 6am and before 10 am	Nil
Afternoon - at or after 10am and before 1 pm	10.0%
Afternoon - at or after 1pm and before 4 pm	12.5%
Night - at or after 4pm and before 4 am	15.0%
Night - at or after 4am and before 6 am	10.0%

- 89.2 The loadings specified in subclause 89.1 of this clause will only apply to shifts worked from Monday to Friday.
- 89.3 Weekends and Public Holidays - For the purpose of this clause where a shift is worked past midnight into or on a Saturday, Sunday or Public Holiday, payment is to be made at the rate applicable to the day on which the particular hours are worked.
- 89.4 Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, will be paid for such shifts at ordinary time and one half.
- 89.5 Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, will be paid for such shifts at ordinary time and three quarters.
- 89.6 Public Holidays: The following will apply:
- 89.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker will be paid at two and a half times the rate for time worked. Such payment will be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
- 89.6.2 A shift worker rostered off duty on a Public Holiday may elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;
- 89.7 Annual leave will accrue at the rate of four weeks per year, that is 20 working days plus 8 rest days.

89.8 Additional leave will accrue on the following basis:

89.8.1

Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

89.8.2 Where the shift worker retires or resigns or the employment of a shift worker is terminated by the employer, any payment that has accrued from the preceding 1 December until the last day of service will be paid to the shift worker.

89.8.3 Payment will be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement, resignation or termination.

89.9 Rosters - Rosters covering a minimum period of 28 days, where practicable, will be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster will indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements will be made by the Commissioner.

89.10 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift will, where practicable, be given forty eight (48) hours notice of the proposed change.

89.11 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts will be given.

89.12 If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker will be paid overtime in accordance with clause 91, Overtime Worked by Shift Workers of this award, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.

89.13 Time spent off duty may be calculated by determining the amount of time elapsed after:

89.13.1 The completion of an ordinary rostered shift; or

89.13.2 The completion of authorised overtime; or

89.13.3 The completion of additional travelling time, if travelling on duty, but will not include time spent travelling to and from the workplace.

89.14 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker will be paid the normal rate for the shift.

90. Overtime - General

90.1 A staff member may be directed by the Commissioner to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:

90.1.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,

- 90.1.2 Any risk to staff member health and safety,
 - 90.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the NSW Police Force and the effect on client services,
 - 90.1.4 The notice (if any) given by the Commissioner regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - 90.1.5 Any other relevant matter.
- 90.2 Payment for overtime will be made only where the staff member works directed overtime.
- 90.3 Where a flexible working hours scheme is in operation, overtime will be deemed as the hours directed to be worked before or after the bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 12, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member will not be required by the Commissioner to work more than 7 hours after finishing overtime or before commencing overtime.
- 90.4 Payment for overtime worked and/or on-call (standby) allowance may not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
- 90.4.1 Compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - 90.4.2 Be paid an allowance for overtime and/or on-call (standby) allowance; or
 - 90.4.3 A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

91. Overtime Worked by Shift Workers

- 91.1 The following rates are payable for any overtime worked by shift workers and will be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- 91.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, will be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - 91.1.2 Saturday - All overtime worked by shift workers on Saturday, will be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - 91.1.3 Sunday - All overtime worked by shift workers on a Sunday will be paid for at the rate of double time.
 - 91.1.4 Public Holidays - All overtime worked on a public holiday will be paid for at the rate of double time and one half.
- 91.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it will be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- 91.3 The rest period off duty may be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

92. Overtime Worked by Day Workers

- 92.1 The provisions of this clause will not apply to:
- 92.1.1 Shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 89, Shift Work and clause 91, Overtime Worked by Shift Workers, of this award apply;

- 92.1.2 Staff members covered by formal local arrangements in respect of overtime negotiated between the Commissioner and the Association;
- 92.1.3 Staff members to who overtime provisions apply under another industrial instrument;
- 92.1.4 Staff members whose salary includes compensation for overtime;
- 92.1.5 Staff members who receive an allowance in lieu of overtime; and
- 92.2 Rates – Overtime will be paid at the following rates:
- 92.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 12, Local Arrangements, of this award apply;
- 92.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- 92.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 92.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 92.3 If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- 92.4 A staff member who works overtime on a Saturday, Sunday or public holiday will be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 92.5 Rest Periods
- 92.5.1 A staff member who works overtime will be entitled to be absent until eight (8) consecutive hours have elapsed.
- 92.5.2 Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member will be paid at the appropriate overtime rate until released from duty. The staff member will then be entitled to eight (8) consecutive hours off duty and will be paid for the ordinary working time occurring during the absence.

93. Recall to Duty

- 93.1 A staff member recalled to work overtime after leaving NSW Police Force premises will be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 93.2 The staff member will not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 93.3 When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment will be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time will be calculated as one continuous period.

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

94. On-Call (Stand-By) and On-Call Allowance

- 94.1 Unless already eligible for an on-call allowance under another industrial instrument, a staff member will be:
- 94.1.1 Entitled to be paid the On-Call allowance set out in Item 13 of Table 2 - Allowances of Part B, Monetary Rates when directed by the NSW Police Force to be on call or on standby for a possible recall to duty outside the staff member's working hours;
- 94.1.2 If a staff member who is on call and is called out by the NSW Police Force, the overtime provisions as set out in clause 91, Overtime Worked by Shift Workers or clause 92, Overtime Worked by Day Workers, of this award, whichever is appropriate, will apply to the time worked;
- 94.1.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed will be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes

95. Overtime Meal Breaks

- 95.1 Staff members not working flexible working hours - A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, will be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 95.2 Staff member working flexible working hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, will be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 95.3 Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, will be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours will be given a meal break at the earliest opportunity

96. Overtime Meal Allowances

- 96.1 If an adequate meal is not provided by the NSW Police Force, a meal allowance will be paid by the NSW Police Force at the appropriate rate specified in Item 19 of Table 2 - Allowances of Part B, Monetary Rates, provided the Commissioner is satisfied that:

- 96.1.1 the time worked is directed overtime;
- 96.1.2 the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 96.1.3 where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
- 96.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 96.2 Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Commissioner will approve payment of actual expenses.
- 96.3 Where a meal was not purchased, payment of a meal allowance will not be made.
- 96.4 Receipts must be provided to the Commissioner or delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- 96.5 Notwithstanding the above provisions, nothing in this clause will prevent the Commissioner and the Association from negotiating different meal provisions under a local arrangement.

97. Rate of Payment for Overtime

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, will be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Commissioner approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

98. Payment for Overtime or Leave in Lieu

- 98.1 The Commissioner will grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause 98.2 of this clause.
- 98.2 The following provisions will apply to the leave in lieu:
- 98.2.1 The staff member must advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
- 98.2.2 The leave will be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
- 98.2.3 The leave must be taken at the convenience of the NSW Police Force, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 81, Sick Leave to Care for a Sick Family Member, of this award apply.
- 98.2.4 The leave must be taken in multiples of one (1) hour, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's section;
- 98.2.5 Leave in lieu accrued in respect of overtime will be given by the NSW Police Force and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Commissioner and the Association;
- 98.2.6 A staff member will be paid for the balance of any overtime entitlement not taken as leave in lieu.

99. Calculation of Overtime

99.1 Unless a minimum payment in terms of subclause 92.4 of clause 92, Overtime Worked by Day Workers, of this award applies, overtime will not be paid if the total period of overtime worked is less than a quarter of an hour.

99.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis will be:

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

99.3 The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis will be:

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

99.4 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time will be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

99.5 Overtime is not payable for time spent travelling.

100. Provision of Transport in Conjunction with Working of Overtime

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

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

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

100.2 Arrangement of Overtime

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

100.3 Provision of Taxis

Where a staff member:

100.3.1 ceases overtime duty after 8.00 p.m., or

100.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 p.m.,

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

SECTION 10 - MISCELLANEOUS

101. Anti-Discrimination

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

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

102. Secure Employment

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

- 102.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 102.1.3 Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

102.2 Disputes regarding the application of this clause

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

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

103. Existing Entitlements

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

104. Area, Incidence and Duration

- 104.1 This award applies to Administrative Officers and Temporary Employees as defined in the *NSW Police Act 1990*.
- 104.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009 published 22 May 2020 (388 I.G. 616), as varied.
- 104.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 August 2021.
- 104.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.
- 104.5 Changes made to this award subsequent to it being published on 28 August 2009 (368 I.G. 1421) have been incorporated into this award as part of the review.

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

Administrative Officer and Temporary Employee Classifications	
Classification and Grades	1.7.2021 Per annum 2.04% \$
Armourer, Police 1st year of service 2nd year of service 3rd year of service 4th year of service and thereafter	77,979 79,398 81,158 82,690
Senior Armourer, Police 1st year of service 2nd year of service 3rd year of service and thereafter Administrative and Clerical Clerks General Scale Clerks General Scale step 1 Clerks General Scale step 2 Clerks General Scale step 3 - 1st year of service or 18 years	86,621 88,457 90,975 32,102 36,430 38,723
Clerks General Scale step 4 Minimum for: - employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate Qualification at 19 years of age	43,877
Clerks General Scale step 5 Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	46,835
Clerks General Scale step 6 Minimum for employee 21 years of age Clerks General Scale step 7 Clerks General Scale step 8 Clerks General Scale step 9 Clerks General Scale step 10 Clerks General Scale step 11 Clerks General Scale step 12 Clerks General Scale step 13	50,479 51,856 54,049 55,028 56,394 58,481 60,601 62,839
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 will be paid by way of allowance above step 13 of the General Scale	65,526
Grade 1 1st year of service Thereafter	66,298 68,246
Grade 2 1st year of service Thereafter	70,151 72,077
Grade 3 1st year of service Thereafter	74,117 76,353
Grade 4 1st year of service Thereafter	78,736 81,158

Grade 5 1st year of service Thereafter	87,493 90,253
Grade 6 1st year of service Thereafter	93,791 96,540
Grade 7 1st year of service Thereafter	99,431 102,403
Grade 8 1st year of service Thereafter	106,672 110,064
Grade 9 1st year of service Thereafter	113,343 116,531
Grade 10 1st year of service Thereafter	121,288 124,901
Grade 11 1st year of service Thereafter	131,094 136,652
Grade 12 1st year of service Thereafter	145,211 151,609
Bar Manager, Police College 1st year of service Thereafter	65,793 66,995
Building Manager (Sydney Police Centre) 1st year of service 2nd year of service	83,506 84,339
PT Building Manager Allowance	1527
Clerical Officer - translated to Administrative and Clerical Clerks classification - see Table 2 of the award	
Clinical Pharmacologist	164,594
Computer Systems Officer (CSO)	
CSO Level 1 - Non Graduate	
Year 1A	38,723
Year 1B	46,835
Year 1C	50,479
Year 1D	51,856
Year 1E	54,049
Year 1F	55,028
Year 2	58,480
Year 3	68,246
Year 4	72,077
CSO Level 1 - Graduate	
Year 1A (Any degree)	58,481
Year 1B (Degree - Computer Sciences)	60,601
Year 2	68,254
Year 3	72,077
CSO Level 2	
Year 1	76,353
Year 2	81,158
Year 3	90,253
CSO Level 3	
Year 1	93,791
Year 2	96,540
Year 3	99,431

Year 4	102,403
Year 5	106,672
Year 6	110,064
CSO Level 4	
Year 1	113,343
Year 2	116,531
Year 3	121,288
Year 4	124,901
CSO Level 5	
Year 1	131,094
Year 2	136,652
CSO Level 6	
Year 1	145,211
Year 2	151,609
Departmental Professional Officer	
Grade I -	
1st year of service	66,298
2nd year of service	68,910
3rd year of service	72,751
4th year of service	77,979
5th year of service	83,506
6th year of service and thereafter	88,457
Grade II -	
1st year of service	92,788
2nd year of service	95,539
3rd year of service	98,451
4th year of service and thereafter	102,403
Grade III -	
1st year of service	106,672
2nd year of service	110,064
3rd year of service	112,255
4th year of service and thereafter	116,531
Grade IV -	
1st year of service	121,288
2nd year of service and thereafter	123,693
Grade V -	
1st year of service	128,547
2nd year of service and thereafter	131,094
Grade VI -	
,1st year of service	135,176
2nd year of service and thereafter	137,826
Grade VII -	
1st year of service	142,087
2nd year of service and thereafter	145,211
Grade VIII -	
1st year of service	149,936
2nd year of service and thereafter	151,609
Director of Music (Police Band)	
1st year	90,253
2nd year	92,788
3rd year	95,539
4th year	98,451
5th year and thereafter	101,427
Loading	
1st year	9025
2nd year	9278
3rd year	9554
4th year	9846
5th year and thereafter	10,144

Car Drivers	
Driver/General Assistant	58,955
Departmental - Driver/Assistant	62,325
Police Executive Driver/Assistant	
1st year and thereafter	62,288
All incidence of employment allowance	57,638
Clothing Allowance \$600 per annum	
Driving Instructor	
1st year	81,751
2nd year	82,690
3rd year and thereafter	85,057
Engineer	
Grade I Diplomat Experience Since Qualifying	
In first year	66,298
After one year	68,910
After two years	72,751
After three years	77,979
After four years	83,506
After five years	88,457
Grade I Graduate Experience Since Qualifying	
In first year	68,910
After one year	72,751
After two years	77,979
After three years	83,506
After four years	88,457
Grade II	
1st year of service	93,791
2nd year of service	97,404
3rd year of service	100,431
4th year of service and thereafter	103,351
Grade III	
1st year of service	108,874
2nd year of service	112,255
3rd year of service	116,531
4th year of service and thereafter	120,096
Grade IV	
1st year of service	126,120
2nd year of service	129,819
3rd year of service and thereafter	132,395
Grade V	
1st year of service	137,826
2nd year of service and thereafter	140,541
Grade VI	
1st year of service	143,651
2nd year of service and thereafter	146,734
General Assistant (NSW Police Academy)	
1st year	51,420
2nd year	51,856
3rd year	52,837
4th year	54,049
5th year and thereafter	55,028
Groom, Mounted Police	
1st year	49,238
2nd year and there after	50,975
Imaging Technician	
1st year	74,117
2nd year	76,353
3rd year	78,736
4th year and thereafter	81,158

Interpreters and Translators	
Interpreter/Translator	
Year 1	72,751
Year 2	77,979
Year 3	83,506
Year 4	88,457
Year 5	92,788
Senior Interpreter/Translator	
Year 1	95,539
Year 2	98,451
Year 3	102,403
Legal Officers	
Grade I	
1st year of service	69,445
2nd year of service	72,077
3rd year of service	74,117
4th year of service	76,353
5th year of service	79,398
Grade II	
1st year of service	85,938
2nd year of service	90,253
3rd year of service	95,539
4th year of service	100,431
5th year of service	104,437
Grade III	
1st year of service	110,064
2nd year of service	113,343
3rd year of service	117,715
Grade IV	
1st year of service	126,120
2nd year of service	128,547
Grade V	
1st year of service	135,176
2nd year of service	137,826
Grade VI	
1st year of service	145,211
2nd year of service	148,270
Librarians and Archivists	
Grade 1	
Year 1	66,298
Year 2	70,151
Year 3	74,117
Year 4	78,736
Year 5	82,690
Year 6	86,621
Grade 2	
Year 1	90,253
Year 2	93,791
Year 3	98,451
Year 4	102,403
Grade 3	
Year 1	107,789
Year 2	111,121
Year 3	115,483
Year 4	120,096

Grade 4	
Year 1	123,693
Year 2	127,332
Year 3	131,094
Year 4	135,176
Grade 5	
Year 1	138,993
Year 2	143,651
Year 3	148,270
Year 4	153,301
Library Assistant	
Year 1	51,856
Year 2	55,028
Year 3	58,481
Year 4	62,839
Year 5	65,160
Library Technician	
Grade 1	
Year 1	66,298
Year 2	70,151
Year 3	74,117
Year 4	78,736
Grade 2	
Year 1	87,493
Year 2	90,253
Year 3	93,791
Year 4	98,451
Maintenance Attendant, Police Academy	52,837
Maintenance Officer Trades	78,736
Manager Trades	
1st year	110,064
2nd year and there after	111,121
On call Allowance (per hour)	1.02
Assistant Manager Trades	
1st year	90,253
2nd year and there after	91,964
On call Allowance (per hour)	1.02
Pathology Exhibit Courier	60,601
Photogrammetrist	
General Scale	
1st year	38,723
2nd year	46,835
3rd year	50,479
4th year	51,856
5th year	54,049
6th year	55,028
7th year	56,394
8th year	58,481
9th year	60,601
10th year	62,839
11th year	66,298
12th year	68,246
13th year	70,151
14th year	72,077
Officer with HSC aged 19 and over paid not less than	43,877
Class 1	
1st year	74,117
2nd year	76,353

3rd year	78,736
4th year	81,158
Class 2	
1st year	87,493
2nd year	90,253
Class 3	
1st year	93,791
2nd year	96,540
Class 4	
1st year	99,431
2nd year	102,403
Class 5	
1st year	106,672
2nd year	110,064
Class 6	
1st year	113,343
2nd year	116,531
Class 7	
1st year	121,288
2nd year	124,901
Public Relations Officer	
Assistant Publicity Officers	
1st year of service	74,893
2nd year of service	77,073
Publicity Officers	
1st year of service	82,690
2nd year of service	85,057
3rd year of service and thereafter	86,621
Public Relations Officer	
Grade II	
1st year of service	98,451
2nd year of service	100,431
3rd year of service and thereafter	102,403
Grade I	
1st year of service	115,483
2nd year of service	117,715
3rd year of service and thereafter	120,096
Allowance in lieu of overtime (per annum)	14,575
Radio Technician,	
1st year of service	66,995
2nd year of service	67,552
3rd year of service and thereafter	68,910
Radio Technician, Senior	
1st year of service	73,393
2nd year of service and thereafter	74,117
Scientific Officer	
Grade I	
1st year of service	66,298
2nd year of service	68,910
3rd year of service	72,751
4th year of service	77,979
5th year of service	83,506
6th year of service and thereafter	88,457
Grade II	
1st year of service	92,788
2nd year of service	95,539
3rd year of service	98,451
4th year of service and thereafter	102,403

Grade III	
1st year of service	106,672
2nd year of service	110,064
3rd year of service and thereafter	112,255
Grade IV	
1st year of service	117,715
2nd year of service	121,288
3rd year of service and thereafter	123,694
Grade V	
1st year of service	128,547
2nd year of service and thereafter	132,395
Grade VI	
1st year of service	136,652
2nd year of service	140,541
Senior Basement Attendant, Police Headquarters	
1st year of service	56,975
2nd year of service	57,920
3rd year of service	58,481
4th year of service and thereafter	59,508
Senior Officers	
Grade 1	
Year 1	169,638
Year 2	182,789
Grade 2	
Year 1	185,883
Year 2	198,988
Grade 3	
Year 1	205,647
Year 2	225,741
Stenographers and Machine Operators (Present Occupants Only)	
1st year (up to 17 years)	28,760
2nd year (or 17 years)	34,141
3rd year (or 18 years)	38,723
4th year (or 19 years)	43,877
5th year (or 20 years)	46,411
6th year (or 21 years)	51,420
7th year	52,837
8th year	54,580
9th year	58,955
10th year	59,990
11th year	61,687
12th year	62,839
Grade 1	
1st year	66,298
2nd year	68,246
Grade 2	
1st year	70,151
2nd year	72,077
Grade 3	
1st year	74,117
2nd year	76,353
Storeman Attendant	50,479
Stores Officers	
Grade 1	
1st year of service	57,920
2nd year of service and thereafter	58,955

Grade 2	
1st year of service	59,508
2nd year of service and thereafter	59,990
Grade 3	
1st year of service	60,601
2nd year of service and thereafter	61,179
Grade 4	
1st year of service	62,325
2nd year of service	63,544
3rd year of service and thereafter	63,544
Technical Officer	
Grade 1	
1st year of service	67,552
2nd year of service	69,445
3rd year of service	71,369
4th year of service	72,751
5th year of service	74,893
Grade 2	
1st year of service	78,736
2nd year of service	80,336
3rd year of service	81,751
4th year of service	83,506
Grade 3	
1st year of service and thereafter	89,215
Senior Technical Officer	
Grade 1	
1st year of service	87,493
2nd year of service	89,215
3rd year of service	91,964
Grade 2	
1st year of service	94,706
2nd year of service	97,404
Grade 3	101,427
Technical Officer, Maintenance Services	92,788
Technician	
Class 1	
1st year of service	62,839
2nd year of service	64,678
Class 2	
1st year of service	68,246
2nd year of service	70,151
Class 3	
1st year of service	74,117
2nd year of service	75,588
Class 4	
1st year of service	77,073
2nd year of service	77,979
Transport Officer	63,544
Transport Officer, Mechanical	
Year 1	74,117
Year 2	74,893
Year 3	75,588
Year 4	76,353
Uniform Fitter and Advisory Officer	61,179

Table 2 Allowances**Effective 1 July 2020**

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	
		Capital cities and high cost country centres (see list in item 2)	
	31.1.1	Breakfast	\$28.70
	31.1.2	Dinner	\$55.05
	31.1.3	Lunch	\$32.30
		Tier 2 and other country centres (see list in item 2)	
	31.1.1	Breakfast	\$25.75
	31.1.2	Dinner	\$50.65
	31.1.3	Lunch	\$29.35
2		Travelling allowances	
	28.8.2	Capital cities	Per day (inclusive of accommodation, meals and incidental expenses allowance)
		Adelaide	\$293.45
		Brisbane	\$311.45
		Canberra	\$304.45
		Darwin	\$356.45
		Hobart	\$283.45
		Melbourne	\$309.45
		Perth	\$316.45
		Sydney	\$324.45
	28.8.2	High cost country centres	Per day (inclusive of accommodation, meals and incidental expenses allowance)
		Albany (WA)	\$315.45
		Alice Springs (NT)	\$286.45
		Ballarat (VIC)	\$287.45
		Bathurst (NSW)	\$271.45
		Bega (NSW)	\$281.45
		Benalla (VIC)	\$276.45
		Bendigo (VIC)	\$274.45
		Bordertown (SA)	\$285.45
		Bourke (NSW)	\$301.45
		Bright (VIC)	\$301.45
		Broken Hill (NSW)	\$280.45
		Broome (WA)	\$356.45
		Bunbury (WA)	\$291.45
		Burnie (TAS)	\$300.45
		Cairns (QLD)	\$289.45
		Carnarvon (WA)	\$292.45
		Castlemaine (VIC)	\$282.45
		Chinchilla (QLD)	\$279.45
		Christmas Island (WA)	\$326.45
		Cocos (Keeling) Islands (WA)	\$455.45
		Coffs Harbour (NSW)	\$276.45

	Colac (VIC)	\$274.45
	Dalby (QLD)	\$300.45
	Dampier (WA)	\$311.45
	Derby (WA)	\$306.45
	Devonport (TAS)	\$294.45
	Emerald (QLD)	\$292.45
	Esperance (WA)	\$296.45
	Exmouth (WA)	\$326.45
	Geraldton (WA)	\$301.45
	Gladstone (QLD)	\$291.45
	Gold Coast (QLD)	\$345.45
	Gosford (NSW)	\$276.45
	Halls Creek (WA)	\$306.45
	Hervey Bay (QLD)	\$293.45
	Horn Island (QLD)	\$336.45
	Horsham (VIC)	\$288.45
	Jabiru (NT)	\$352.45
	Kalgoorlie (WA)	\$308.45
	Karratha (WA)	\$351.45
	Katherine (NT)	\$294.45
	Kununurra (WA)	\$340.45
	Launceston (TAS)	\$277.45
	Mackay (QLD)	\$297.45
	Maitland (NSW)	\$288.45
	Mount Gambier (SA)	\$276.45
	Mount Isa (QLD)	\$296.45
	Mudgee (NSW)	\$286.45
	Muswellbrook (NSW)	\$284.45
	Newcastle (NSW)	\$310.45
	Newman (WA)	\$306.45
	Nhulunbuy (NT)	\$358.45
	Norfolk Island (NSW)	\$326.45
	Northam (WA)	\$279.45
	Orange (NSW)	\$291.45
	Port Hedland (WA)	\$311.45
	Port Lincoln (SA)	\$306.45
	Port Macquarie (NSW)	\$297.45
	Port Pirie (SA)	\$286.45
	Queanbeyan (NSW)	\$275.45
	Queenstown (TAS)	\$272.45
	Roma (QLD)	\$275.45
	Shepparton (VIC)	\$284.45
	Swan Hill (VIC)	\$272.45
	Tennant Creek (NT)	\$282.45
	Toowoomba (QLD)	\$280.45
	Thursday Island (QLD)	\$336.45
	Townsville (QLD)	\$279.45
	Wagga Wagga (NSW)	\$280.45
	Wangaratta (VIC)	\$278.45
	Weipa (QLD)	\$274.45
	Whyalla (SA)	\$281.45
	Wilpena-Pound (SA)	\$329.45
	Wollongong (NSW)	\$291.45
	Wonthaggi (VIC)	\$286.45
	Yulara (NT)	\$556.45

	28.8.2	Tier 2 country centres	Per day (inclusive of accommodation, meals and incidental expenses allowance)
		Albury (NSW)	\$260.15
		Ararat (VIC)	\$260.15
		Armidale (NSW)	\$260.15
		Ayr (QLD)	\$260.15
		Bairnsdale (VIC)	\$260.15
		Bundaberg (QLD)	\$260.15
		Ceduna (SA)	\$260.15
		Charters Towers (QLD)	\$260.15
		Cobar (NSW)	\$260.15
		Cooma (NSW)	\$260.15
		Cowra (NSW)	\$260.15
		Dubbo (NSW)	\$260.15
		Echuca (VIC)	\$260.15
		Geelong (VIC)	\$260.15
		Goulburn (NSW)	\$260.15
		Grafton (NSW)	\$260.15
		Griffith (NSW)	\$260.15
		Gunnedah (NSW)	\$260.15
		Hamilton (VIC)	\$260.15
		Innisfail (QLD)	\$260.15
		Kadina (SA)	\$260.15
		Kingaroy (QLD)	\$260.15
		Lismore (NSW)	\$260.15
		Mildura (VIC)	\$260.15
		Naracoorte (SA)	\$260.15
		Nowra (NSW)	\$260.15
		Port Augusta (SA)	\$260.15
		Portland (VIC)	\$260.15
		Renmark (SA)	\$260.15
		Rockhampton (QLD)	\$260.15
		Sale (VIC)	\$260.15
		Seymour (VIC)	\$260.15
		Tamworth (NSW)	\$260.15
		Tumut (NSW)	\$260.15
		Warrnambool (VIC)	\$260.15
		Wodonga (VIC)	\$260.15
	28.8.2	Other country centres	\$240.15
	28.8.2	Incidental expenses when claiming actual expenses - all locations	\$20.40
	28.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	28.8.1	Incidental expenses	\$20.40
4		Camping allowance	Per night
	36.2.1	Established camp	\$34.10
		Non- established camp	\$45.05
	36.2.2	Additional allowance for staff who camp in excess of 40 nights per year	\$10.80

5	37.2	Composite allowance (per day)	\$162.55
6		Use of private motor vehicle	Cents per kilometre
	38.3	Official business	72.0
	38.3	Casual rate (40% of official business rate)	28.8
		Motorcycle allowance (50% of the official business rate)	36.0
	38.7	Towing trailer or horse float (13% of the official business rate)	9.36
7		Camping equipment allowance	Per night
	40.2	Camping equipment allowance	\$33.80
	40.2	Bedding and sleeping bag	\$5.65
8		Remote areas allowance	Per annum
		With dependants	
	41.2.1	- Grade A	\$2,156 pa
	41.2.2	- Grade B	\$2,860 pa
	41.2.3	- Grade C	\$3,819 pa
		Without dependants	
	41.2.1	- Grade A	\$1,505 pa
	41.2.2	- Grade B	\$2,005 pa
	41.2.3	- Grade C	\$2,675 pa
9	42.1	Assistance to staff members stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$53.15
		Other transport - with dependants	Actual reasonable expenses in excess of \$53.15 and up to \$356.05
		Other transport - without dependants	Actual reasonable expenses in excess of \$53.15 and up to \$175.85
		Rail travel	Actual rail fare less \$53.15
10	43	Insurance cover	Up to \$1,173
11	44.2	Exchanges	Actual cost
12	45.1	Room at home used as office	\$983 pa
13	94.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2020)	\$1.00 per hour
14	47	Flying allowance (effective ffpp on or after 1 July 2020)	\$21.80 per hour
15	48.1	Uniforms, protective clothing and laundry allowance	\$5.10 per week
16	50.1	Garage and carport allowance	Per annum
		- Garage allowance	\$695 pa
		- Carport allowance	\$154 pa

17	51.1	Community language allowance scheme (effective ffpp on or after 1 July 2020)	Per annum
		- Base Level Rate	\$1,452 pa
		- Higher Level Rate	\$2,184 pa
18	52.1	First aid allowance (effective ffpp on or after 1 July 2019)	Per annum
		- Holders of basic qualifications	\$936 pa
		- Holders of current occupational first aid certificate	\$1,405 pa
19	96.1	Overtime meal allowances	Effective 1 July 2020
		Breakfast	\$31.95
		Lunch	\$31.95
		Dinner	\$31.95
		Supper	\$11.80

NB: In adjusting expense related and salary related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1929)

SERIAL C9444

METROMIX PTY LIMITED MAXI CONCRETE CARTAGE CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Metromix Pty Ltd.

(Case No. 110607 of 2021)

Before Commissioner Webster

2 November 2021

VARIATION

1. Insert after subclause 4.14 of subclause 4, Surcharge, of the Arrangement, of the contract determination published 22 June 2018 (383 I.G. 185), the following new subclause:

4.15 Early Load Time

2. Delete paragraph (c) of subclause 4.11 of clause 4, Surcharges, and insert in lieu thereof the following:

- (c) To avoid any doubt a Contract Carrier shall only be paid the call back surcharge if the Contract Carrier has been released from performing Cartage Work on a day and has left the Plant and is then called back to the Plant to recommence performing Cartage Work outside of Metromix's Normal Trading Hours on that day.

3. Insert after subclause 4.14 of clause 4, Surcharges, the following new subclause:

4.15 Early Load Time

- (a) When a Contract Carrier has been given a load time to commence performing Cartage Work on a day, in accordance with clause 9.3, that is on or from 4.00am and before 5.00am the Contract Carrier shall be paid a surcharge equivalent to a Call Back surcharge. This surcharge shall be in addition to any surcharge arising from subclause 4.10.
- (b) When a Contract Carrier has been given a load time to commence performing Cartage Work on a day, in accordance with clause 9.3, that is on or from 5.00am and before 6.00am and the Contract Carrier does not receive a load before 6.00am they shall be paid a surcharge equivalent to a Call Back surcharge. To avoid any doubt:
 - (i) this surcharge shall not be paid if the Contract Carrier receives a load (batched time); and
 - (ii) if the Contract Carrier receives a load (batched time), they shall receive any relevant surcharge arising from clause 4.10.
- (c) The surcharges set out in this subclause 4.15 shall be varied when and by the percentage that other Surcharges are varied in accordance with this Contract Determination.

4. Delete the definition of "Night Shift" in clause 29, Dictionary, and insert in lieu thereof the following:

Night Shift means a shift where a Contract Carrier is rostered, in accordance with clause 9.3, to commence performing Cartage Work after 6.00pm and before 4.00am. To avoid any doubt this does not include an early load time (refer clause 4.15), a late finish outside of Metromix's Normal Trading Hours or when a Contract Carrier is called back in accordance with clause 4.11.

5. This variation will take effect on and from 27 May 2021.

J. WEBSTER, *Commissioner*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2020/187885 & 2021/163827)

Before Commissioner Murphy

4 April 2022

VARIATION

1. Delete subclause (xxxv) of clause 1, Definitions, of the award published 27 August 2021 (390 I.G. 111), and insert in lieu thereof the following:

(xxxv)

A "Patient Transport Officer" is an employee who at the time of appointment who holds a minimum current Basic Life Support accreditation or equivalent or who has successfully completed any other relevant training and work experience as determined by the employer to become a Patient Transport Officer. Such an employee may be required to successfully complete further instruction/in-service courses necessary for Patient Transport Officers as determined by the employer and as provided by the employer.

This category of employee will be involved in patient transport using basic life support skills.

This definition does not apply to HealthShare Patient Transport Officers captured under the 'HealthShare NSW Patient Transport Officer (State) Award 2021' as varied or amended from time to time.

2. Delete subclause (lii) of clause 1, Definitions, and insert in lieu thereof the following:

- (lii) A "Trainee Patient Transport Officer" is an employee who is undertaking relevant training and work experience as determined by the employer to become a Patient Transport Officer. Under the supervision of a Patient Transport Officer or Patient Transport Nurses Escort, this category of employee is involved in patient transport using basic life support skills.

This definition does not apply to HealthShare Trainee Patient Transport Officers captured under the 'HealthShare NSW Patient Transport Officer (State) Award 2019' as varied or amended from time to time.

3. This variation shall take effect on and from 4 April 2022.

J. V. MURPHY, *Commissioner*

SERIAL C9440

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA21/10 - NSW National Parks and Wildlife Service Flight Operations Enterprise Agreement 2021**

Made Between: Industrial Relations Secretary on behalf of Department of Planning, Industry and the Environment -&- the Australian Workers' Union, New South Wales Branch.

New/Variation: Replaces EA19/05

Approval and Commencement Date: Approved 16 September 2021 and will commence 1 July 2021.

Description of Employees: The agreement applies to all employees employed by the Office of Environment and Heritage in the National Parks and Wildlife Service Flight Operations Unit, under the provision of the Government Sector Employment Act 2013.

Nominal Term: 12 Months.

Printed by the authority of the Industrial Registrar.

SERIAL C9441

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA22/01 - Cessnock City Council Enterprise Agreement 2022**

Made Between: Cessnock City Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Local Government Engineers' Association of New South Wales; The Development and Environmental Professionals' Association.

New/Variation: Replaces EA18/09

Approval and Commencement Date: Approved 13 April 2021 and will commence 1 March 2022.

Description of Employees: The agreement applies to all employees of the Cessnock City Council except for the General Manager and other Senior Staff, located at 62-78 Vincent Street, Cessnock NSW 2325, who fall within the coverage of the Local Government (State) Award 2020.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.