



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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CROWN EMPLOYEES (FIRE AND RESCUE NSW FIREFIGHTING STAFF DEATH AND DISABILITY) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Fire Brigade Employees Union, Industrial Organisation of Employees.

(Case No. 44143 of 2020)

Before Commissioner Murphy

2 April 2020

AWARD

1. Introduction, Intentions and Commitments

- 1.1 This Award shall be known as the "Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability) Award 2020".
- 1.2 The intentions and commitments of this Award are to:-
- 1.2.1 Promote firefighters' health and fitness and to assist firefighters in meeting the occupational requirements of their job.
- 1.2.2 Provide practical support, education and assistance to firefighters through structured health and fitness programs.
- 1.2.3 Provide rehabilitation and retraining for permanent firefighters suffering partial and permanent incapacity.
- 1.2.4 Provide benefits in the event of the death or the termination of employment of permanently incapacitated firefighters.

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3. Definitions

"Actuary" means an actuary appointed by the Trustee of the Death and Disability Superannuation Fund.

"Compulsory employer contributions" has the same meaning as it has in section 12(1) of the *First State Superannuation Act 1992*.

"Deemed annual salary" means the "Per Week" rate of pay of a Qualified Firefighter as set out at Table 1 of Part C of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award multiplied by 52.1785.

"Deemed fortnightly salary" means the "Per Week" rate of pay of a Qualified Firefighter as set out at Table 1 of Part C of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award multiplied by 2.

"Death and Disability Superannuation Fund" means the superannuation fund established in accordance with this Award.

"Electricity Industry Superannuation Scheme" ("EISS") has the same meaning as it has in the *Superannuation Administration Act 1996*.

"FBEU" means the Fire Brigade Employees' Union of New South Wales.

"FRNSW" means Fire and Rescue New South Wales, established by the *Fire Brigades Act 1989* and as a Public Service Executive Agency under Schedule 1 of the *Government Sector Employment Act 2013*.

"Firefighter" means either a permanent firefighter or a retained firefighter as defined in this clause.

"First State Superannuation Scheme" ("FSS") means the superannuation scheme established under the *First State Superannuation Act 1992*.

"Judges Pension Scheme" ("JPS") means the superannuation scheme established under the Judges' *Pensions Act 1953*.

"Local Government Superannuation Scheme" ("LGSS") has the same meaning as it has in the *Superannuation Administration Act 1996*.

"Off duty injury" means any personal injury or disease which is not an on duty injury.

"On duty injury" means personal injury arising out of or in the course of employment as a firefighter and includes a disease which is contracted by a firefighter in the course of his/her employment as a firefighter and to which the employment was a contributing factor, and the aggravation, acceleration, exacerbation or deterioration of any disease, where his/her employment as a firefighter was a contributing factor to the aggravation, acceleration, exacerbation or deterioration but does not include a personal injury or disease arising out of or in the course of journeying to or from work subject to the proviso that a retained firefighter responding to an incident shall be considered to be on duty from the time of call.

"Ordinary duties" means the full range of work that was usually performed by the firefighter immediately prior to suffering the condition, illness or injury that caused them to cease to perform, in whole or in part, such work.

"Parliamentary Contributory Superannuation Fund" ("PCSF") means the fund referred to in section 5 of the *Parliamentary Contributory Superannuation Act 1971*.

"Partial and permanent incapacity" means that a firefighter is no longer fit to carry out the full range of his/her ordinary duties with FRNSW.

"PBRI" means the Police Blue Ribbon Insurance arrangements established under the Police Amendment (Death and Disability) Regulation 2011.

"Permanent firefighter" has the same meaning as 'employee' under the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award.

"Police Superannuation Scheme" ("PSS") means the superannuation scheme established under the *Police Regulation (Superannuation) Act 1906*.

"retained firefighter" has the same meaning as 'employee' under the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award.

"Spouse" means a person who falls within the definition of "spouse" or "de facto partner" in the *Superannuation Act 1916*.

"State Authorities Non-contributory Superannuation Scheme" ("SANCS") means the superannuation scheme established under the *State Authorities Non-contributory Superannuation Act 1987*.

"State Authorities Superannuation Scheme" ("SASS") means the superannuation scheme established under the *State Authorities Superannuation Act 1987*.

"State Superannuation Scheme" ("SSS") means the superannuation scheme established under the *Superannuation Act 1916*.

"Total and permanent incapacity" means that the firefighter is unlikely, by reason of ill-health (whether physical or mental) to ever again engage in gainful employment for which the firefighter is reasonably qualified by education, training or experience.

4. Health and Fitness Program

- 4.1 The parties agree and accept the need for a compulsory health and fitness program that is underpinned by practical support, education and assistance provided by FRNSW.
- 4.2 The parties agree to develop and implement the health and fitness program in circumstances in which a member of the Industrial Relations Commission will oversight their progress and set appropriate time frames, subject to the proviso that the parties specifically agree that:
 - 4.2.1 the health and fitness program will be developed and implemented within the life of this Award;
 - 4.2.2 the health and fitness program will be developed and implemented in accordance with the principles and procedures detailed in Annexure A;
 - 4.2.3 following implementation, the health and fitness standards will remain subject to negotiation and it will be open to either party to refer any matter that is not agreed to the Industrial Relations Commission for determination and the status quo will apply in the interim; and
 - 4.2.4 the health and fitness standards will not distinguish between ranks and will apply to all firefighters. Where a firefighter is found to have a medical issue, the health risk will be assessed against the inherent requirements of that firefighter's ordinary duties; and
 - 4.2.5 A firefighter who fails to meet the prescribed health and fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of health and fitness required. Subsequently, a permanent firefighter who fails the medical reassessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness will be rehabilitated to another position in accordance with Clause 12.

5. Death and Disability Superannuation Fund

5.1 FRNSW will maintain, with the agreement of the FBEU, a Death and Disability Superannuation Fund to pay the benefits prescribed by Clauses 9, 10 and 11 of this Award. The Fund shall operate in accordance with relevant Commonwealth legislation and the terms of the trust deed by which it is created.

5.2 The terms of the trust deed by which the Death and Disability Superannuation Fund is created shall provide that the Trustee of the Death and Disability Superannuation Fund is required to reduce the benefits otherwise payable from the said fund so as to offset any benefits prescribed by this Award that have previously been paid from the Death and Disability Superannuation Fund or by FRNSW pursuant to this Award.

6. Contributions to the Death and Disability Superannuation Fund

6.1 Subject to subclause 6.2, permanent firefighters who are less than 67 years of age and who are covered by FSS or who are contributors to SASS or who have elected under section 10 of the *First State Superannuation Act 1992* to make other arrangements shall each fortnight contribute an amount equivalent to 0.8 per cent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund.

6.2 Permanent firefighters who contribute to SASS and who contribute for additional benefit cover shall within three months of commencing employment make an election on a "once only" basis, whether they wish to contribute to the Death and Disability Superannuation Fund. Permanent firefighters who elect to not contribute to the Death and Disability Superannuation Fund shall not be eligible to receive a pension or lump sum payment prescribed by this Award.

6.3 The contributions prescribed by this Award in relation to permanent firefighters who are contributors to SASS are additional to the contributions that they are required to make under the *State Authorities Superannuation Act 1987*.

6.4 Notwithstanding the provisions of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award and the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award, a firefighter who is required or elects to make contributions pursuant to this clause will do so by sacrificing an amount of unearned salary equivalent to the firefighter's contribution pursuant to this clause, unless they elect to contribute from their post-tax salary. Such salary sacrifice shall not be taken into account for the purpose of calculating the remuneration that the firefighter would have received in the event that no salary sacrifice had been applicable.

6.5 Subject to subclause 6.6, FRNSW shall each fortnight contribute an amount equivalent to 0.5 per cent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund in respect of each retained firefighter who is less than 67 years of age.

6.6 FRNSW shall each fortnight contribute an amount equivalent to 0.2 per cent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund in respect of each retained firefighter who is less than 67 years of age and who, by virtue of their primary employment, is already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF, PBRI or who is a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who is a SASS member with additional benefit cover.

6.7 FRNSW shall contribute to the Death and Disability Superannuation Fund such sum as may be necessary to meet any shortfall between the Fund's reserves and that sum that it needs in order to pay the superannuation pensions and superannuation lump sum benefits prescribed by this Award (or past Awards).

6.8 A firefighter on any form of leave without pay shall continue to be covered by this Award and shall be required to make the contributions that he/she would otherwise have made had he/she not been on leave without pay.

6.9 FRNSW shall each fortnight deduct the contributions that firefighters are required or elect to make pursuant to this clause from their salaries and forward such contributions together with the contributions

that FRNSW is required to make in respect of retained firefighters to the Death and Disability Superannuation Fund.

7. Other Benefits Applicable to Firefighters

The benefits conferred upon firefighters by this Award shall be in addition to those benefits otherwise payable under the FSS Scheme, the SASS scheme and/or the *Workers Compensation Act 1987* and *Workplace Injury Management and Workers Compensation Act 1998*, as varied from time to time.

8. Assessment of Fitness for Duty and Permanent Incapacity

8.1. The procedures set out at subclauses 8.2 to 8.5 inclusive will apply if:

8.1.1 FRNSW has reason to believe that:

8.1.1.1 a firefighter may be unfit for duty, permanently or otherwise, and that firefighter disagrees; or

8.1.1.2 it may be necessary to impose certain medical/physical conditions or restrictions on a firefighter, permanently or otherwise, and that firefighter disagrees with the need for some or all such conditions or restrictions; or

8.1.2 A firefighter has reason, supported by medical information, to believe that:

8.1.2.1 the firefighter may be unfit for duty, permanently or otherwise, and FRNSW disagrees; or

8.1.2.2 it may be necessary to impose certain medical/physical conditions or restrictions on the firefighter, permanently or otherwise, and FRNSW disagrees with the need for some or all such conditions or restrictions; or

8.1.3 A firefighter has already been assessed as defined at subclauses 8.6.2, 8.6.3 or 8.6.4 and subsequently obtains more contemporary information which suggests that they may be fit or that their requirements or restrictions should be changed, and FRNSW disagrees.

8.2 If the medical assessment is initiated by FRNSW at subclause 8.1.1 then FRNSW will advise the firefighter in writing of their need to undergo an immediate health assessment by a medical practitioner nominated by FRNSW, and its reason(s) for such referral.

8.3

8.3.1 If FRNSW believes at any point in time that a permanent firefighter's condition is such that by remaining on-duty he/she may endanger themselves, their colleagues or the public, FRNSW will, having regard to the firefighter's circumstances, either assign appropriate alternative duties for the firefighter or direct the firefighter on special leave (which is not to be deducted from any of the firefighter's leave balances) pending the determination of their condition in accordance with this Clause. A permanent firefighter who is stood down from their ordinary duties in accordance with this subclause will continue to receive their ordinary pay until such date as the Industrial Relations Commission determines that the firefighter has failed to cooperate with the reasonable directions of FRNSW under this Clause, or the assessing medical practitioner reports pursuant to subclause 8.6. To avoid doubt, a permanent firefighter's ordinary pay shall be the pay to which the permanent firefighter would have been entitled had they been on sick leave.

8.3.2 Subject to subclause 8.3.3, if FRNSW believes at any point in time that a retained firefighter's condition is such that by continuing to attend emergency incidents he/she may endanger themselves, their colleagues or the public, FRNSW will allow the firefighter to respond to their station, but not the incident, for all calls received by their brigade, and to attend all drills pending the determination of their condition in accordance with this Clause. A retained firefighter who is placed on non-response duties in accordance with this subclause will continue to be permitted to

attend the station for calls and drills until such date as the Industrial Relations Commission determines that the firefighter has failed to cooperate with the reasonable directions of FRNSW under this Clause, or the assessing medical practitioner reports pursuant to subclause 8.6.

- 8.3.3 If FRNSW believes at any point in time that a retained firefighter's condition is such that by continuing to attend the station he/she may endanger themselves, their colleagues or the public, FRNSW will direct the firefighter to not attend their station pending the determination of their condition in accordance with this Clause. A retained firefighter who is excluded from their station in accordance with this subclause will be paid a fortnightly amount equivalent to the retained firefighter's highest fortnightly pay within the three month period immediately prior to their exclusion, and such payment shall continue until such date as the Industrial Relations Commission determines that the firefighter has failed to cooperate with the reasonable directions of FRNSW under this Clause, or the assessing medical practitioner reports pursuant to subclause 8.6.
- 8.4 Whether the medical assessment is initiated by FRNSW at subclause 8.1.1 or a firefighter at subclause 8.1.2, FRNSW will arrange for a reasonable appointment for the firefighter as soon as possible, if not with FRNSW's preferred medical practitioner then with some other suitable medical practitioner, and will notify both the firefighter and the assessing medical practitioner in writing setting out:
- 8.4.1 the time, date and location of the appointment;
- 8.4.2 the inherent requirements of the firefighter's ordinary duties and the firefighter's typical work environment(s);
- 8.4.3 the health-related issue(s), if any, which FRNSW believes may be affecting work performance;
- 8.4.4 the manner in which it is believed work performance has been/is being and/or may be affected, including evidence where available;
- 8.4.5 any specific question(s) from FRNSW. It will not be sufficient to simply request an assessment of a firefighter's "fitness to continue" or assume such question(s) would be inferred by the assessing medical practitioner from the general background information provided; and
- 8.4.6 a summary of all relevant documents in checklist format.
- 8.5 The assessing medical practitioner should take into account any and all relevant material supplied by FRNSW, the firefighter and/or the firefighter's own medical practitioner(s). FRNSW will ensure that any material provided to the assessing medical practitioner will at the same time also be provided to the firefighter and/or the medical practitioner(s) nominated by the firefighter.
- 8.6 The assessing medical practitioner's report, which will be in writing and provided to both FRNSW and the firefighter, should conclude that the firefighter is, in that medical practitioner's opinion, either:
- 8.6.1 fit to perform the firefighter's ordinary duties without any requirements or restrictions; or
- 8.6.2 fit to perform the firefighter's ordinary duties with specified requirements or restrictions; or
- 8.6.3 temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or
- 8.6.4 temporarily unfit to perform any FRNSW duties; or
- 8.6.5 permanently unfit to perform the firefighter's ordinary duties.
- 8.7 FRNSW will write to the firefighter within 7 days of receipt of the assessing medical practitioner's report stating that it has either:
- 8.7.1 wholly accepted the assessing medical practitioner's report; or

- 8.7.2 partially accepted the assessing medical practitioner's report, together with the reason(s) for its non-acceptance of the relevant part(s); or
- 8.7.3 accepted none of the assessing medical practitioner's report and its reasons for same.
- 8.8 If the FRNSW determination at subclause 8.7 is that the firefighter is permanently unfit to perform the firefighter's ordinary duties then the firefighter shall be deemed for the purposes of this Award to have suffered partial and permanent incapacity until determined otherwise in accordance with this Clause. FRNSW shall inform the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) at the earliest possible opportunity.
- 8.9 A firefighter may request by way of report that the Commissioner review the FRNSW determination at subclause 8.7 within 14 days of receipt of that written determination or within 7 days of the Department having informed the FBEU, whichever is the later. A firefighter who makes such a request shall then be allowed 28 days, or such additional time as the Commissioner may allow, in order for a medical practitioner of the firefighter's choosing to:
- 8.9.1 review all previous reports and documentation relating to the matter; and
- 8.9.2 confer with a FRNSW-nominated medical practitioner with a view to maximising the areas of agreement and minimising any areas of disagreement between them. In order to facilitate such conferences, FRNSW and the firefighter must, by no later than close of business on the next working day following the firefighter's request for a review, exchange the contact details of their respective nominated medical practitioners and in the case of the firefighter, written authorisation for their nominated medical practitioner to discuss their medical information with the FRNSW-nominated medical practitioner; and
- 8.9.3 produce a report (and, if the FRNSW-nominated medical practitioner is agreeable, a joint report) of their conclusions.
- 8.9.4 The Commissioner will consider all previous reports and documentation relating to the matter, together with any additional information (including the medical practitioner's report at subclause 8.9.3) submitted by the firefighter, and will within 14 days supply the firefighter concerned with a written and final FRNSW determination of the matter.
- 8.10 If the firefighter does not agree with the Commissioner's determination at subclause 8.9 then the matter may be referred to the Industrial Relations Commission (the Commission) for final determination of the matter, i.e. whether the firefighter is;
- 8.10.1 fit to perform the firefighter's ordinary duties without any requirements or restrictions; or
- 8.10.2 fit to perform the firefighter's ordinary duties with specified requirements or restrictions;
or
- 8.10.3 temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or
- 8.10.4 temporarily unfit to perform any FRNSW duties; or
- 8.10.5 permanently unfit to perform the firefighter's ordinary duties.
- 8.11 Where a dispute cannot be settled by conciliation, the parties agree in principle that the preferred method of adjudication will be by the Commission utilising the 'Bluescope model'. The 'Bluescope model' will be adopted except where the Commission orders otherwise or where one of the parties elects not to use the Bluescope model and notifies the other party of this election as soon as practicable before or at the time the dispute is notified to the Commission.

- 8.12 A firefighter who is found to be temporarily unfit as per subclauses 8.6.3 or 8.6.4 or 8.10.3 or 8.10.4 will be given the appropriate period of time, as advised by the assessing medical practitioner, necessary for the firefighter to return to their ordinary duties.
- 8.13 A firefighter who fails to return to their ordinary duties within the appropriate period of time, or within six months from the date they last performed their ordinary duties or previous assessment (whichever occurs first) will be referred for medical re-assessment.
- 8.14 FRNSW will bear the cost of any assessment conducted by a medical practitioner pursuant to subclauses 8.4, 8.5 and 8.6, and of any independent assessment conducted at subclause 8.13, provided that in the case of any review conducted at subclauses 8.8 and 8.9 (only), the firefighter and FRNSW will each be responsible for the costs of their own nominated medical practitioner.
- 8.15 A firefighter who fails to comply with a reasonable direction to attend and participate in a medical assessment under this mechanism may be subject to disciplinary action.
- 8.16 A firefighter who has been determined as suffering partial and permanent incapacity may at any time elect to be assessed by the Death and Disability Superannuation Fund for total and permanent incapacity, in which case FRNSW will make all reasonable efforts to assist the Fund in concluding such assessment as soon as practicable.
- 8.17 The employment of a firefighter who is determined as suffering partial and permanent incapacity will be terminated in accordance with Clause 13, or otherwise upon such firefighter's consent or request.

9. "On Duty" Death Benefits

- 9.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 9.2 In the event that an on duty injury results in the death of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a fortnightly pension equivalent to 40% of the Deemed fortnightly salary shall be paid to the deceased firefighter's spouse until that spouse's death.
- 9.3 Children's pensions shall be payable in addition to the spouse pension payable under subclause 9.2 on the same basis as in SSS, provided that such fortnightly pensions shall be set at a rate equivalent to 5% of the Deemed fortnightly salary in respect of each eligible child.
- 9.4 Pensions shall be able to be commuted on the same basis as in SSS.
- 9.5 The provisions of the other subclauses of this clause shall not apply in the event that an on duty injury results in the death of a firefighter who does not have a spouse at the time of his or her death. In such cases, the firefighter's death shall, for the purposes of this Award, be treated as if it was the result of an off duty injury and a lump sum payment shall be paid from the Death and Disability Superannuation Fund in accordance with the following table.

Age	Benefit as a multiple of the Deemed annual salary
59 and under	4.8
60	4.2
61	3.6
62	3.0
63	2.4
64	1.8
65	1.2
66	0.6
67	0.0

- 9.6 A minimum guaranteed lump sum benefit is payable in the same circumstances as prescribed in section 31A of the *Superannuation Act 1916*, but the "minimum benefit" as defined in section 31A(7) will not

apply and for the purposes of this Award the minimum benefit shall be the amount that would have been payable under subclause 9.5 had the firefighter not had a spouse at the time of the firefighter's death.

- 9.7 The fortnightly pensions payable under this clause shall continue to be adjusted throughout the life of each such pension in line with movements in the Deemed salary.
- 9.8 In the case of a retained firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffers death as the result of an on duty injury and who, by virtue of his/her primary employment, was already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who was a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who was a SASS member with additional benefit cover, the other benefits of this clause shall not be payable and a lump sum benefit equivalent to 20% of the Deemed annual salary shall instead be paid to the deceased retained firefighter's estate.

10. "On Duty" Total and Permanent Incapacity Benefits

- 10.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 10.2 In the event that an on duty injury results in the total and permanent incapacity of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a fortnightly pension equivalent to 60% of the Deemed fortnightly salary shall be paid to the firefighter until his or her 67th birthday or death (whichever the earlier).
- 10.3 Pensions shall be able to be commuted at age 60 or any time thereafter, with the commuted lump sum to be determined in accordance with the table at subclause 9.5.
- 10.4 Where a former firefighter in receipt of a total and permanent incapacity pension suffers death prior to his or her 67th birthday then a lump sum amount determined in accordance with Clause 11 shall be paid to the deceased former firefighter's estate.
- 10.5 To avoid doubt, the lump sum payments under subclauses 10.3 and 10.4 shall be determined by the former firefighter's age at the time of commutation or death, as the case may be, and not their medical retirement
- 10.6 The fortnightly pensions payable under this clause shall continue to be adjusted throughout the life of each such pension in line with movements in the Deemed salary
- 10.7 In the case of a retained firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffers total and permanent incapacity as the result of an on duty injury and who, by virtue of his/her primary employment, is already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who is a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who is a SASS member with additional benefit cover, the other benefits of this clause shall not be payable and the retained firefighter shall instead be paid a lump sum benefit equivalent to 20% of the Deemed annual salary.

11. "Off Duty" Death and Total and Permanent Incapacity Benefits

- 11.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 11.2 Subject to subclause 11.4, in the event that an off duty injury results in the death or total and permanent incapacity of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a lump sum payment in accordance with the scale set out in subclause 11.3 shall be paid to the firefighter or his/her estate.
- 11.3 For the purposes of this subclause, a firefighter's age shall be his/her age at the time of his/her death or at the date that he/she ceases to be employed by FRNSW or at such earlier date as may be determined by the Trustee of the Death and Disability Superannuation Fund.

Age	Benefit as a multiple of the Deemed annual salary
59 and under	4.8
60	4.2
61	3.6
62	3.0
63	2.4
64	1.8
65	1.2
66	0.6
67	0.0

- 11.4 The actuary shall separately review and assess the cost of the benefits provided by this Award for both permanent firefighters and retained firefighters by 30 June each year. In the event that the actuary's review finds that the long-term cost of the off duty benefits provided by this Clause for either employee group exceeds both (a), the long-term contributions to be made by that employee group, and (b), 30% of the long-term combined cost of the benefits provided Clauses 9, 10 and 11 for that employee group, then the scale at subclause 11.3 shall be reduced for that employee group on 1 January next to the extent necessary to ensure that the long-term cost of the off duty benefits for that employee group no longer exceeds either (a) or (b). Once the scale is reduced for an employee group it shall remain subject to annual adjustment, both upwards and downwards as each review permits, until such time as the scale at subclause 11.3 is returned to provided that where any adjustment would be less than 5% then no adjustment will be made.
- 11.5 Retained firefighters for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffer death or total incapacity as the result of an off duty injury and who, by virtue of their primary employment, are already members of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who are LGSS or EISS Division B "Retirement Scheme" members with additional benefit cover or who are SASS members with additional benefit cover shall not be entitled to the other benefits of this clause and a lump sum benefit equivalent to 20% of the Deemed annual salary shall instead be paid to such retained firefighters or their estate.

12. Rehabilitation and Retraining for Permanent Firefighters who Suffer Partial and Permanent Incapacity

- 12.1 Every permanent firefighter who suffers partial and permanent incapacity (PPI) shall receive extensive rehabilitation/retraining with the objective placing them in a suitable position within FRNSW. All reasonable efforts will be made by FRNSW to ensure that a permanent firefighter who suffers PPI is so placed, including by identifying potential employment opportunities as soon as practicable and directing the firefighter's rehabilitation/retraining to that end, and in consultation with the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed).
- 12.2 Where FRNSW believes that, notwithstanding every reasonable effort to the contrary, a suitable position may not be found for a permanent firefighter who, by reason of PPI, is undergoing rehabilitation/retraining, the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) shall be informed at the earliest possible opportunity.
- 12.3 The employment of a permanent firefighter who suffers PPI will not be terminated because of the lack of a suitable position within FRNSW without the firefighter's consent. In the event that the firefighter does not consent, an adequate opportunity will be given to the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) to consider FRNSW's opinion that no suitable position is available and to put that opinion into dispute in accordance with the dispute resolution clause in this Award.
- 12.4 The parties agree that it is anticipated that the rehabilitation/retraining and associated forward planning associated will minimise the likelihood that any permanent firefighter who suffers PPI will be terminated because at the end of their rehabilitation/retraining, a suitable position is not available.

13. Partial and Permanent Incapacity Benefits

- 13.1 The partial and permanent incapacity benefits prescribed by this clause are provided and payable by FRNSW.
- 13.2 Subject to Clause 12, FRNSW may terminate the employment of a firefighter who suffers partial and permanent incapacity. Subject to subclause 13.3, a firefighter whose employment is terminated because the firefighter suffers partial and permanent incapacity shall be given the option of:
- 13.2.1 being paid a lump sum payment in accordance with this clause immediately upon termination; or
- 13.2.2 deferring a lump sum payment in accordance with this clause pending the determination of the firefighter's claim for a total and permanent incapacity benefit.
- 13.3 Subject to subclauses 13.2.2, a firefighter whose employment is terminated because the firefighter suffers partial and permanent incapacity shall be paid a lump sum payment in accordance with the scale set out below:

Age	Benefit as a multiple of the Deemed annual salary	
	for permanent firefighters	for retained firefighters
52 and under	3.08	0.308
53	2.81	0.281
54	2.53	0.253
55	2.25	0.225
56	1.95	0.195
57	1.65	0.165
58	1.34	0.134
59	1.02	0.102
60	0.69	0.069
61	0.35	0.035
62	0	0

14. Assessment of Entitlement to Benefits

- 14.1 Entitlement to the partial and permanent incapacity benefits provided by FRNSW pursuant to this Award shall be assessed through the mechanism at Clause 8.
- 14.2 Entitlement to receive a total and permanent incapacity or death benefit from the Death and Disability Superannuation Fund shall be assessed in accordance with relevant Commonwealth legislation and the terms of the trust deed by which the Fund operates.
- 14.3 To avoid doubt, a firefighter can receive either a total and permanent incapacity benefit, or a partial and permanent incapacity benefit, but not both. FRNSW shall advise the Death and Disability Fund the name of any firefighter who receives a partial and permanent incapacity lump sum payment, and of the amount so paid.
- 14.4 Subject to subclause 14.2, any dispute as to the entitlement to receive a benefit from the Death and Disability Superannuation Fund or any other dispute arising under or regarding the application of this Award may be referred to the Industrial Relations Commission of New South Wales for final determination.
- 14.5 To avoid doubt, the provision at subclauses 8.8, 12.1, 12.2 and 12.3 whereby the FBEU is to be informed "unless the firefighter expressly declines to agree to the FBEU being informed" is intended to allow the firefighter to seek the FBEU's advice before authorising or agreeing to any course of action or signing any document associated with those subclauses and unless the firefighter does expressly decline to agree to the FBEU being informed then FRNSW will neither expect nor allow a firefighter to authorise or agree to any course of action nor sign any document associated with their

rehabilitation/retraining or possible termination until such time as the FBEU has been notified in writing and been given adequate opportunity to confer with the firefighter.

15. Grievance Mechanism

If an issue gives rise to a dispute it shall be dealt with in accordance with the Dispute Avoidance Procedures in Clause 35 of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award.

16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligations under Clause 15 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.
- 16.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

17. Area, Incidence, Duration and Parties Bound

- 17.1 This Award shall apply to all permanent firefighters and retained firefighters, as defined in Clause 3, Definitions, who are employed by FRNSW.
- 17.2 This Award shall rescind and replace the Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability) Award 2017 published 22 June 2018 (383 I.G. 1).
- 17.3 This Award shall be binding upon the FBEU and FRNSW.
- 17.4 This Award shall take effect on and from 16 February 2020 and shall remain in force until 25 February 2021.

ANNEXURE A

Principles and Procedures of the Firefighters' Health and Fitness Program

1. Objectives

To promote the health and fitness of firefighters and to assist them in meeting the occupational requirements of their job.

To provide practical support, education and assistance to firefighters through a structured health and fitness program.

2. Benefits for the Firefighter

A compulsory health assessment as recommended for the firefighter on medical advice.

A comprehensive individual report.

Access to individual health and fitness counselling sessions.

Access to health and fitness resource materials.

Identification of negative lifestyle habits and risks.

Identification of some medical conditions.

Early intervention and management of medical conditions.

Health statistics over the lifetime of career as a firefighter.

Decreased risk of death, injury or disability from disease.

Increased ability to cope with the physical and emotional stresses of firefighter duties.

Heightened job performance and satisfaction.

3. General Benefits for the Employer

Supplementary to saving lives, improving performance and achieving compliance with Workplace Health and Safety legislation and Australian and international standards, it is anticipated that the health and fitness program will make a significant positive contribution to:

the number and cost of worker's compensation and death and disability claims.

payroll costs due to sick or injured workers.

identification of negative health factors (work-related or other) for FRNSW.

4. Outcomes

A healthy and fit workforce.

Increased capacity to cope with the physical and psychological demands of firefighting.

Decreased risk of injury, illness and disease, leading to a reduction in the number and cost of health related absences, workers compensation claims/premiums and Death and Disability claims.

Compliance with relevant Work Health and Safety legislation and Australian Standards.

Identification and analysis of trends for the purpose of developing firefighter specific health and safety interventions.

5. Focus Areas

Support Program - Introduction of a comprehensive program designed to support firefighters in their efforts to improve personal health outcomes.

Health and fitness checks - Introduction of a firefighter-specific health assessment program designed to identify significant health issues.

6. Principles

Broad consultation with all stakeholders in the development and delivery of programs is critical to success.

Collaboration with international, national and state initiatives is essential for a sustained and systematic approach to health promotion and injury/disease prevention.

Linking relevant programs and taking a comprehensive/holistic approach to health promotion and injury/disease prevention will provide maximum impact.

Long term ‘capacity building’ will prolong and multiply health gains for both firefighters and FRNSW.

7. Key Strategies

Infrastructure

Develop the physical and organisational infrastructure needed to implement program components. This includes support structure (e.g. health/fitness and return to work professionals), related systems and procedures (e.g. data management, pathways for rehabilitation), resources (e.g. educational materials).

Education

Increase awareness and understanding of general and firefighter-specific health issues and provide the necessary skills to take ownership of personal health outcomes. Focus on physical activity, nutrition, smoking cessation, occupational and environmental exposures, and critical incident stress as they relate to firefighter performance, mental health, injury prevention and chronic disease development (cardiovascular disease, cancer, diabetes, etc.).

Environments

Create work environments that promote and encourage healthy lifestyle behaviours (a ‘healthy’ organisational culture). Focus on provision of healthy lifestyle education.

Monitoring/Evaluation

Monitor health and fitness outcomes over time to determine efficacy of programs. Including broad surveys of lifestyle changes (eg. physical activity patterns), monitoring of injury and illness trends, participation rates for health and fitness activities, and periodic health assessment and ‘Return to Work’ program outcomes.

8. Health Checks and Fitness Drills

Fitness Drills

- (a) The health and fitness program will include a compulsory fitness drill, commencing in January 2018, for all firefighters who may be called upon to perform operational firefighting duties in order to enhance their personal understanding of their functional capacity. The compulsory fitness drill will be subject to negotiation and agreement or, in the absence of agreement, determination by the Industrial Relations Commission (and the status quo will apply in the interim), but will be undertaken annually, locally and when on duty by not less than two firefighters utilising readily available operational equipment.
- (b) The annual fitness drill for retained firefighters will be considered and paid for as if it is a regular drill provided that attendance at the fitness drill will not count towards the 75% regular drill attendance requirement of subclause 28.1.2 and will be additional to the two regular drills per station, per month provision of subclause 6.5.2.2.

Health Checks

- (c) The health and fitness program will also include regular health checks for firefighters by the firefighter’s nominated medical practitioner in accordance with a health check pack, which will be subject to

negotiation and in the event that the parties do not agree, determination by the Industrial Relations Commission, which must occur prior to 31 March 2018. Following implementation, the health check pack will remain subject to negotiation and agreement and it will be open to either party to refer any matter that is not agreed to the Industrial Relations Commission for determination and the status quo will apply in the interim. The health check pack will include the inherent requirements of the firefighter's ordinary duties and the firefighter's typical work environment(s), a template medical report and the tests to be conducted as part of the health check.

- (d) The implementation of the health and fitness checks will help to ensure:
- that firefighters are medically and physically capable of performing their required duties;
 - that the risk of injury or illness is reduced through constant monitoring of health trends and the implementation of focussed health interventions;
 - that FRNSW satisfies its statutory obligations under all relevant legislation;
 - the provision of current and accurate health/medical information for the purposes of resource allocation and planning.
- (e) The health checks will include:
- Medical examination (primary focus on cardiovascular, respiratory and musculoskeletal systems);
 - Pathology testing (general health markers; e.g. lipid profile, blood glucose level);
 - Urinalysis;
 - Twelve lead ECG;
 - Cardiac Risk Profile (risk score based on Framingham study);
 - Spirometry (lung function), if recommended by the firefighter's nominated medical practitioner;
 - Vision;
 - Audiometry (hearing), if recommended by the firefighter's nominated medical practitioner;
 - Other medical assessments as indicated.
- (f) The health checks (which will commence not prior to 31 January 2019 and in respect of any commencement date, upon four weeks formal advance notice to the FBEU) will be arranged and undertaken by each firefighter within the twelve month period following their fourth anniversary of employment, and again within the twelve month period following their ninth anniversary of employment, and so on, so that health checks are undertaken at least once every five years up until the age of 60, at which age health checks will then be arranged and undertaken by each firefighter no more than three years after their last health check until the age of 67, at which age health checks will then be arranged and undertaken by each firefighter annually.
- (g) The pathology tests, urinalysis and 12 lead ECG testing will all be undertaken on referral by the independent occupational physician prior to the health check, which will then be conducted by a local medical practitioner nominated by the firefighter having regard to the most reasonable option in terms of practicality and cost. A nominated medical practitioner who recommends spirometry and/or audiometry testing, but is unable to conduct such test(s), may refer the firefighter. FRNSW will ensure that the health checks (including spirometry and audiometry referrals) and any consequent referrals required by FRNSW will be arranged and conducted without any cost to the firefighter.
- (h) Firefighters who attend a health check while off duty will be compensated for their attendance and travel expenses by way of a payment equivalent to 4% of the Award's deemed fortnightly salary for each such

attendance, and unless transport is provided by FRNSW, payment at the Official Business rate for the actual return distance necessarily and reasonably travelled between the firefighter's normal residence or place of work and the location(s) of each health check.

- (i) The firefighter's nominated medical practitioner will forward their report on the firefighter's health check, together with the results, to both the firefighter and the independent occupational physician nominated by FRNSW. The independent occupational physician will in turn review the firefighter's health check results against the firefighters' health and fitness standard and the nominated medical practitioner's report and advise FRNSW that the firefighter is:

fit to perform the firefighter's ordinary duties without any requirements or restrictions; or

fit to perform the firefighter's ordinary duties with specified requirements or restrictions; or

temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or

temporarily unfit to perform any FRNSW duties; or

permanently unfit to perform the firefighter's ordinary duties.

- (j) The independent occupational physician will provide no other information or advice to FRNSW concerning the firefighter's health and fitness without the firefighter's consent apart from such information regarding the specified requirements or restrictions as, in the professional opinion of the independent occupational physician, is necessary for the safe management of the firefighter. If the firefighter disagrees with the independent occupational physician's advice to FRNSW, then it will be open to the firefighter to seek a determination of their fitness for duty under Clause 8.
- (k) Where a medical issue is identified during a health check, the health risk will be assessed against the inherent requirements of the firefighter's job (safety critical).
- (l) The results of the health checks will be collected and collated by an agreed independent third party and provided to both parties to allow them to assess and respond to firefighters' health risks.
- (m) FRNSW will not cover the cost of treatment for non-compensable injuries or illness. The treatment cost associated with compensable injuries or illness will be addressed through the Workers' Compensation system.

J. P. MURPHY, *Commissioner*

CROWN EMPLOYEES (FIRE AND RESCUE NSW PERMANENT FIREFIGHTING STAFF) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Fire Brigade Employees Union, Industrial Organisation of Employees.

(Case No. 44143 of 2020)

Before Commissioner Murphy

1 April 2020

AWARD

PART A

1. Introduction

- 1.1 This Award shall be known as the “Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2020”.
- 1.2 This Award regulates the rates of pay and conditions of employment for employees covered by this Award.
- 1.3 This Award is in three Parts as follows:-
- Part A - Introduction, Index, Basic Wage, and Definitions
- Part B - Rates of Pay and Conditions of Employment
- Part C - Monetary Rates
- 1.4 Except as provided by subclause 1.5, the provisions of Part B, Rates of Pay and Conditions of Employment shall apply to all employees covered by this Award.
- 1.5 The provisions of Clause 9 – Overtime, Clause 10 - Meals and Refreshments, Clause 12 – Relieving Provisions, Clause 16 – Training Course Attendance Entitlements, Clause 19 - Examination and Assessment leave, Clause 25 - Court Attendance Entitlements, Clause 27 - Notice of Transfer and Clause 28 - Transfers Outside the GSA shall not apply to Executive Officers.

2. Index

Clause No.	Subject Matter
1.	Introduction
2.	Index
3.	Basic Wage
4.	Definitions
5.	Intention
6.	Rates of Pay and Allowances
7.	Higher Duties
8.	Hours of Work
9.	Overtime
10.	Meals and Refreshments
11.	Transport
12.	Relieving Provisions
12a	Interstate and International Deployments

13. Progression and Promotion Provisions
14. Operational Support Positions
15. Training and Staff Development
16. Training Course Attendance Entitlements
17. Annual Leave
18. Compassionate Leave
19. Examination and Assessment Leave
20. Long Service Leave
21. Parental Leave
22. Carer's Leave
23. Sick Leave
- 23a. Domestic and Family Violence Leave
24. Special Leave for Union Activities
25. Court Attendance Entitlements
26. Travelling Compensation
27. Notice of Transfer
28. Transfers Outside of the GSA
29. Transferred Employee's Compensation
30. Rental of Premises
31. Protective Clothing and Uniforms
32. Clothes Drying Facility
33. Cleaning of Clothes
34. Safety Belts
35. Disputes Avoidance Procedures
36. Organisational Change under Clause 36.2
37. Acknowledgment of Applications And Reports
38. Procedures Regarding Reports and Charges
39. Alcohol and Other Drugs
40. Salary Sacrifice to Superannuation
41. Anti-Discrimination
42. Employees' Duties
43. No Extra Claims
44. Area, Incidence and Duration

3. Basic Wage

This Award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage currently in force under Clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and other provisions, of the *Industrial Relations Act 1996*.

4. Definitions

"Agreed Distance" means the relevant distance set out within the Matrices which appeared at Part E of the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2001, or as subsequently amended pursuant to subclause 12.10, copies of which shall be provided by the Department to employees in the manner agreed between the Department and the Union.

"Commissioner" means Commissioner of the Department holding office as such under the *Government Sector Employment Act 2013*.

"Competency" means the training competencies developed by the Department following consultation between the Department and the Union providing the appropriate level of training, or part thereof, for the skill required to undertake the work for each classification covered by this Award.

"Department" means Fire and Rescue NSW established by the *Fire and Rescue Act 1989* and as a Public Service Executive Agency under Schedule 1 of the *Government Sector Employment Act 2013*.

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

"Employee" means a person, other than an employee covered by the *Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award*, employed in one of the classifications covered by this Award, as a member of Fire and Rescue NSW in terms of the provisions of the *Fire Brigades Act 1989*. Provided that where "employee" is referred to in the provisions of this Award which apply exclusively to either Operational Firefighters, Operational Support Positions or to Executive Officers, "employee" shall mean only those classifications to which the exclusive conditions are intended to apply.

"Emergency Meal" means a Long Life Meal Pack supplied when the provision of a Substantial Meal is not practicable, the basis of which shall be a self-heating 320g meal that is generally meat based (except for special diet packs such as vegetarian or vegan packs) and shall also include one dried fruit or fruit and nut mix (Sunbeam Fruit and Nut 40g, Fruit on the Go 50g, or similar) and one cheese and biscuits (Uncle Tobys Le Snak Cheddar Cheese 20g, or similar) or one fruit pack (Goulburn Valley no added sugar 220 g, or similar) and one 100% fruit juice box (Just Juice 250 ml, or similar).

"Executive Officer" means an employee having the rank of Chief Superintendent or Superintendent.

"Fire District" has the same meaning as in the *Fire Brigades Act 1989*.

"GSA" (Greater Sydney Area) means within the area bounded by the Local Government areas of Northern Beaches, Hornsby, Baulkham Hills, Hawkesbury, Penrith, Liverpool, Wollondilly, Campbelltown and Sutherland.

"Incident" means a fire call or any other emergency incident attended by Fire and Rescue NSW.

"Major Aerial Appliance" means a firefighting vehicle equipped with a motorised boom and/or ladder extension with a reach of more than 18 metres.

"Merit Selection" means a fair, transparent, impartial process that assesses the merit of all applicants so that the employee selected is the applicant who is the most suitable to perform the duties of the vacant position.

"Minor Aerial Appliance" means a firefighting vehicle equipped with a motorised boom and/or ladder extension with a reach of up to and including 18 metres.

"Non-Officer" means an employee classified as a Recruit, Firefighter, Qualified Firefighter, Senior Firefighter or Leading Firefighter.

"Officer" means any employee having the rank of Station Officer or Leading Station Officer.

"Operational Firefighter" means a firefighter classified as one of the following: Recruit Firefighter; Firefighter; Qualified Firefighter; Senior Firefighter; Leading Firefighter; Station Officer; Leading Station Officer; or Inspector.

"Operational Support Position" means a position classified as such by the Department following consultation between the Department and the Union and graded using a NSW Government accredited job evaluation system.

"Outduty" means a period of relief duty performed by a Non-Officer or Officer, not being a Relieving Employee or the occupant of an Operational Support position, where the Non-Officer or Officer either commences and/or ceases their rostered shift at a station/location other than the station where the Non-Officer or Officer normally reports for duty, or where the Non-Officer or Officer both commences and ceases their rostered shift at their own station but performs Stand By duties elsewhere for more than four hours, but does not include an employee on suitable duties.

"Overtime" means for an Operational Firefighter all time worked with approval or direction in excess of the employee's rostered shift.

"Platoon" means a group of employees assigned to a shift.

"Refreshments" means tea bags, instant coffee, boiling water, sugar, long life milk, two biscuits and one cereal bar (any bar from the following list: K Time Twists 37 g bar, All-Bran Baked Bars 40g bar, Uncle Tobys

Crunchy Muesli Bars Apricot, Uncle Tobys Fruit Twist – Apple and Pear, or similar) or one Goulburn Valley or similar fruit pack 220 g (no added sugar) and one liquid meal drink (any drink from the following list: Sustagen Sport 250 ml, Up and Go 250 ml, or similar) or one carbohydrate/electrolyte beverage (Sqwincher Qwik Serv 42g sachet, or similar).

"Relieving Employee" means an employee serving at a station while not being permanently attached to any one station.

"Senior Officer" means an employee having the rank of Inspector.

"Stand By" means a period of relief duty performed by a Non-Officer or Officer, not being a Relieving Employee or the occupant of an Operational Support position, where the Non-Officer or Officer both commences and ceases their rostered shift at their own station but is temporarily assigned to one or more other stations in the interim for a total of four or less hours.

"Standard Roster" means the roster prescribed in subclause 8.3 of Clause 8 of this Award.

"Substantial Meal" means a meal identified in the Department's Incident Ground Meals Guide, as published at the date of the making of this Award, or a meal of a similar nutritional and sensory quality standard.

"Union" means the Fire Brigade Employees' Union of New South Wales.

PART B

5. Intention

The intention of this Award is to regulate the rates of pay and conditions of employment for employees covered by this Award.

6. Rates of Pay and Allowances

6.1 The provisions of clauses 6.2 to 6.7 inclusive shall not apply to Executive Officers and the provisions of subclause 6.8 shall not apply to Operational Firefighters. The provisions of subclauses 6.9 to 6.17 inclusive shall apply to all employees.

6.2 Operational Firefighters

6.2.1 An employee shall be paid the rate of pay prescribed for the employee's classification in Tables 1 and 2 of Part C, Monetary Rates, of this Award.

6.3 Each "Per Week" rate of pay shown in Tables 1 and 2 of Part C is a composite rate which incorporates:

6.3.1 the basic wage, margin, loading, shift allowance and industry allowance previously prescribed separately in the Fire Brigade Employees (State) Award (as varied from time to time), published in the NSW Industrial Gazette on 28 June, 1991; and

6.3.2 with the exception of the Recruit Firefighter classification, the Roster Allowance previously prescribed separately in the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2011, published in the NSW Industrial Gazette on 25 March 2011.

6.4

6.4.1 The "shift allowance" referred to in subclause 6.3.1 is an amount to compensate for shiftwork.

6.4.2 The 'loading' referred to in subclause 6.3.1 is an amount which is in compensation for the incidence, as a result of the normal roster arrangements, of work on weekends and public holidays. Employees who work on Easter Sunday or on any additional public holiday that is Gazetted or otherwise confirmed by the NSW Government shall be credited with the same number of hours

of consolidated leave as those hours actually worked on each such day. For the purposes of this clause additional public holidays shall not include local public holidays.

6.4.3 The "industry allowance" referred to in subclause 6.3.1 is an amount which is in consideration of conditions particular to working in the Firefighting Industry.

6.5

6.5.1 The "Roster Allowance" referred to in subclause 6.3.2 is an amount equivalent to an employee's hourly rate of pay multiplied by 1.75 in compensation for working a 42 hour week. This amount is a residual of the two hours of 10/14 Rostered Overtime that was paid to employees working a 38 hour week until the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2000 incorporated this overtime within the total weekly rate of pay and introduced the Roster Allowance and a 40 hour week.

6.6 Except as provided for in this subclause, or in subclause 6.7, in addition to the rates of pay prescribed in Tables 1 and 2 of Part C, employees, where applicable, shall be paid:

6.6.1 An amount not exceeding the Laundry Expenses set at Item 1 of Table 3 of Part C, for all reasonable laundry expenses incurred by an employee who performs duty on a temporary basis outside the GSA. Accounts for such laundry expenses are to be submitted when a claim is made.

6.6.2 The Kilometre Allowance set at Item 2 of Table 3 of Part C, per kilometre:

6.6.2.1 for Non-Officers or Officers who perform a "Stand By" and who are required to use their private vehicle to perform such "Stand By". The distance shall be the agreed distance or, if the return distance travelled by the employee from the station at which duty commenced to the station at which the "Stand By" is performed is not contained in the Matrices, the actual distance necessarily and reasonably travelled; and

6.6.2.2 for Operational Firefighters who travel between stations pursuant to Clause 12, Relieving Provisions; and

6.6.2.3 for Officers who are required to use their own vehicle to attend an incident whilst off duty.

6.6.3 The Major Aerial Allowance set at Item 3 of Table 3 of Part C, per week, for Non-Officers who are qualified to operate a Major Aerial Appliance and who are attached to a station with this equipment.

6.6.4 The Minor Aerial Allowance set at Item 4 of Table 3 of Part C, per week, for Non-Officers and Officers who are qualified to operate a Minor Aerial Appliance and who are attached to a station with this equipment.

6.6.5 The Hazmat Allowance set at Item 5 of Table 3 of Part C, per week, for Non-Officers and Officers who are qualified for and attached to a Hazmat station within Sydney, Newcastle, Wollongong or the Central Coast.

6.6.6 The Communications Allowance set at Item 6 of Table 3 of Part C, per week, for Non-Officers who are qualified for and attached to the Communications sections at Sydney or Newcastle, which shall be paid for all purposes.

6.6.7 The Communications Allowance set at Item 7 of Table 3 of Part C, per week, for Officers who are qualified for and attached to the Communications sections at Sydney or Newcastle, which shall be paid for all purposes.

- 6.6.8 The Communications Allowance set at Item 8 of Table 3 of Part C, per week, for Senior Officers who are qualified for and attached to the Communications section at Sydney, which shall be paid for all purposes.
- 6.6.9 The Country Allowance set at Item 9 of Table 3 of Part C for Officers and Senior Officers who are attached to a station or workplace located outside the GSA and outside the areas specified in subclause 28.2.2 of this Award, which shall be paid for all purposes.
- 6.6.10 The Remote Area Allowance set at Item 10 of Table 3 of Part C, per week, for Non-Officers and Officers who are attached to a station at Broken Hill or Moree, which shall be paid for all purposes.
- 6.6.11 The Rescue Allowance set at Item 11 of Table 3 of Part C for Non-Officers and Officers who are recognised as qualified rescue operators by the State Rescue Board and who are attached to a Primary or Secondary Rescue station.
- 6.6.12 The Service Allowance set at Item 12 of Table 3 of Part C for Non-Officers who have completed the requisite period of service as an employee.
- 6.6.13 The Marine Allowance set at Item 13 of Table 3 of Part C, per week, for Non-Officers and Officers who are qualified for and attached to a designated marine station.
- 6.7 Exceptions, Explanations and Method of Adjustment
- 6.7.1 Subject to subclause 7.7, the allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) shall not be payable to the occupants of Operational Support positions.
- 6.7.2 The allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) shall be paid in full, regardless of the number of shifts actually worked by the employee within that week.
- 6.7.3 The term "attached to" within this Clause shall include employees who are permanently assigned to the relevant station or section but who are performing an Outduty at some other location and Relieving Employees whose base station is the relevant station or section and who are performing relief duty at some other location, but shall not include employees who perform duty at the relevant station or section pursuant to Clause 9, Overtime, except as provided for in subclauses 6.6.6, 6.6.7, 6.6.8, 6.6.9 and 6.6.10.
- 6.7.4 The allowances set at subclause 6.6.12 shall in future be adjusted by firstly calculating the increase for 5-10 years service to the nearest cent to arrive at a new base rate and then doubling that new base rate to arrive at the new 10-15 years service amount and tripling that new base rate to arrive at the new 15-plus years service amount.
- 6.7.5 The Major and Minor Aerial allowances set at subclauses 6.6.3 and 6.6.4 respectively, shall not be paid concurrently. In situations where both allowances would otherwise apply pursuant to this Clause, the Major Aerial Allowance only shall be paid.
- 6.8 Executive Officers
- The salaries for Executive Officers are as specified in Table 1 of Part C, Monetary Rates. Such salaries are all incidence rates of pay and include compensation for:
- 6.8.1 the way in which ordinary hours are worked in terms of sub-clause 8.12;
- 6.8.2 the working of any excess hours or being on call; and
- 6.8.3 the non payment of an annual leave loading.
- 6.9 Provisions Applying to All Employees

- 6.9.1 Employees shall be paid fortnightly and payment shall be made into a bank account specified by the employee, or other financial institutions acceptable to the Department and the Union.
- 6.9.2 Employees shall be paid not later than Thursday in any pay week. Provided that Operational Firefighters who perform overtime shall be paid within two pay periods of the date upon which such overtime was worked.
- 6.10
- 6.10.1 An employee shall not be entitled to payment in respect of any unwarranted absence from duty or in respect of leave granted without pay.
- 6.10.2 Where any strike or stoppage of work occurs during a pay period for which payment has already been made, the Department shall deduct the amount overpaid from the wages of the employee. The provisions of subclause 6.16 shall not apply in cases where overpayments have occurred as a result of any strike or stoppage of work.
- 6.11 Unless as otherwise provided for in Clause 24, Special Leave for Union Activities, where an employee is, on application, granted leave by the Department to attend to Union business, all such leave shall be leave without pay.
- 6.12 Where the period of absence or leave under subclauses 6.10 and 6.11 of this clause, is a portion of a week, the amount to which an employee shall be disentitled shall be ascertained on an hourly basis. Such disentitlement shall be calculated to the nearest five minutes.
- 6.13 Where a portion of a week is worked in a higher classification immediately following promotion, payment for that portion shall be ascertained, on an hourly basis, by dividing the minimum rate of pay applicable to the new classification by forty. Such entitlement shall be calculated to the nearest five minutes.
- 6.14 In the event of the death of an employee, all monies due to the employee pursuant to the provisions of this Award shall be paid to the employee's estate.
- 6.15 Payroll Deductions:
- 6.15.1 Except as provided for in subclause 6.15.2, all salary deductions shall be made in accordance with the Treasury Guidelines.
- 6.15.2 Upon application by an employee, the Department shall make deductions from the employee's pay for Union subscriptions and shall forward the amount so deducted to the Union as soon as possible thereafter.
- 6.16 Overpayments:
- 6.16.1 In cases where an employee has been overpaid, the Department shall be entitled to recover such overpayment in full. Unless the employee agrees otherwise, the maximum rate at which the overpayment can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly pay.
- 6.16.2 In all cases where overpayments have occurred, the Department shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Department will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- 6.16.3 The recovery rate of 10% of an employee's gross fortnightly pay referred to in subclause 6.16.1 may be reduced by approval of the Commissioner if the Commissioner is satisfied that such a rate of recovery would cause undue hardship to the employee concerned.

6.16.4 Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause 6.16.1, the Department shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

7. Higher Duties

- 7.1 Subject to subclauses 7.2, 7.3, 7.4 and 7.7, an employee shall not be permitted to perform higher duties unless, firstly, the employee is qualified to perform such duties and, secondly, where a rank or classification structure applies, the employee is at the rank or classification immediately below the rank or classification of the position in which the relief is to be performed.
- 7.2 Where a Station Officer is temporarily absent (on leave or for any other reason), that Station Officer's position may be filled by a Leading Firefighter performing higher duties, provided that no absent Station Officer's position may be filled by a Leading Firefighter performing higher duties (either by election or direction) for more than 28 days of any such absence.
- 7.3 Where an Inspector (including an Operational Support Inspector) is temporarily absent (on leave or for any other reason), that Inspector's position may be filled by a Leading Station Officer performing higher duties, provided that no absent Inspector's position may be filled by a Leading Station Officer performing higher duties (either by election or direction) for more than 28 days of any such absence.
- 7.4 Leading Firefighters and Leading Station Officers may elect or be directed to temporarily perform higher duties in the circumstances described in subclauses 7.2 and 7.3 and subject to subclause 7.5, shall not perform higher duties otherwise.
- 7.5 The limitations of subclauses 7.2, 7.3 and 7.4 shall not apply where:
- 7.5.1 a vacancy in a Country position arises and is advertised in Commissioner's Orders pursuant to subclause 28.7 within 28 days of such vacancy occurring, in which case a Leading Firefighter or Leading Station Officer (as the case may be) may elect or be directed to perform the duties of the vacant position until the position is filled, or the expiration of three months, whichever occurs first.
- 7.5.2 a Leading Firefighter or Senior Firefighter successfully applies for a Country Officer position pursuant to subclause 28.7.2, in which case the Leading Firefighter or, subject to subclause 28.7.2.3, Senior Firefighter shall be transferred to that station/location and shall perform the duties of the vacant position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.8.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and be transferred to the GSA.
- 7.5.3 a Leading Station Officer or Station Officer successfully applies for a Country Senior Officer position pursuant to subclause 28.7.3, in which case the Leading Station Officer or, subject to subclause 28.7.3.3, Station Officer shall be transferred to that station/location and shall perform the duties of the vacant position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.10.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and be transferred to the GSA.
- 7.5.4 a Leading Station Officer or Station Officer successfully applies for an Operational Support Inspector's position pursuant to subclause 28.7.4, in which case the Leading Station Officer or Station Officer (as the case may be) shall be transferred to that station/location and shall perform the duties of the vacant Operational Support Inspector's position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.10.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and, if located outside of the GSA, be transferred to the GSA.
- 7.5.5 a Senior Firefighter successfully applies for an Operational Support Station Officer's position pursuant to subclause 14.10.1, in which case the Senior Firefighter shall be transferred to that

station/location and shall perform the duties of the vacant Operational Support Station Officer's position, until such time as they are either promoted (subject to subclauses 14.10.4), or cease to be eligible for such promotion pursuant to subclauses 13.7.4 and 13.8.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and, if located outside of the GSA, be transferred to the GSA.

- 7.6 For the avoidance of doubt, the intention of subclauses 7.2, 7.3, 7.4 and 7.5 is to ensure that Station Officer positions are ordinarily filled by employees holding the rank of Station Officer or Leading Station Officer, and that Inspector positions are ordinarily filled by employees holding the rank of Inspector.
- 7.7 An employee performing higher duties shall be paid the difference between the employee's usual rate of pay and the minimum rate of pay for the rank or classification in which the higher duties are performed. An employee who is ordinarily entitled to an allowance at subclause 6.6.3 to 6.6.13 (inclusive) shall continue to be paid such allowance while they are performing higher duties.
- 7.8 An employee performing higher duties who proceeds on any form of leave shall be paid during such leave at the employee's usual rate of pay and not at the rate of pay of the rank or classification in which the higher duties were being performed.
- 7.9 While a Senior Officer who relieves an Executive Officer shall be remunerated for the period of relief in terms of subclause 7.7, such employee shall, with the exception of provisions relating to hours of work and overtime, retain the conditions of employment applicable to a Senior Officer. In relation to hours of work and excess hours such an employee shall, for the period of relief, be covered by subclause 8.13 of Clause 8, Hours of Work.
- 7.10 In selecting employees to perform higher duties the following procedures shall apply:
- 7.10.1 Where the period of relief is to be less than one month, merit selection need not be applied. However, the Department shall have regard to the principles of equitably sharing career development opportunities.
- 7.10.2 Where the period of relief of an Executive Officer or an Operational Support position is one month or more and the need for the relief is known in advance, expressions of interest shall be called for and determined by merit selection.
- 7.10.3 Where the need for the relief of an Executive Officer or an Operational Support position is not known in advance, but it subsequently becomes known that the duration of the relief is anticipated to be for two months or more, the initial appointment shall be made in accordance with subclause 7.10.1. However, immediately following that initial appointment expressions of interest are to be called for and determined by merit selection.

8. Hours of Work

- 8.1 Subject to subclauses 8.2.2 and 8.2.3, the average ordinary working hours of Operational Firefighters shall be forty hours per week over the cycle of weeks for which the rosters of ordinary hours of duty and leave operate. All rosters include, in addition to the average forty ordinary hours per week, an average per week of two hours of thirty-eight hour week leave accrual which shall be accumulated and added to annual leave accrual and taken in accordance with Clause 17, Annual Leave.
- 8.2 Arrangement of Rosters
- 8.2.1 Subject to subclause 8.9, Operational Firefighters shall work the roster in operation at the station/location to which they are permanently attached and this roster shall be known as their default roster. No default roster shall allow rostered shifts in excess of fourteen hours duration. Any proposed change at any location from one roster system to another, or to a new roster system, shall only occur following consultation between the Department and the Union.

- 8.2.2 Operational Firefighters may, with the Department's agreement, elect to work alternative rosters to their default roster, provided that any such alternative roster:
- 8.2.2.1 must operate over an eight-week cycle and be drawn up and provided to both the Operational Firefighter and the Union not less than fourteen days prior to commencement;
 - 8.2.2.2 must allow at least eight consecutive hours between the cessation of one rostered shift and the commencement of the next rostered shift;
 - 8.2.2.3 must operate within the hours of the Operational Firefighter's default roster, provided that employees whose default roster is the Special Roster may apply to work alternative rosters that commence and cease up to two hours earlier or later than provided by the Special Roster.
 - 8.2.2.4 must not allow split or broken shifts;
 - 8.2.2.5 must not allow a reduction in the minimum Operational Firefighter staffing required at the station/location in question;
 - 8.2.2.6 must not allow more than five days' work, or more than five rostered shifts, in any seven day period; and
 - 8.2.2.7 must not average more than forty two ordinary working hours per week over the eight-week cycle.
- 8.2.3 An Operational Firefighter who elects to work an alternative roster that allows fewer average ordinary working hours than allowed for by subclause 8.1 shall be paid and accrue leave on a pro-rata basis.
- 8.2.4 Notwithstanding anything to the contrary elsewhere in this Award, an Operational Firefighter who elects to work an alternative roster that allows one or more 24 hour shifts shall:
- 8.2.4.1 be paid the Relieving Allowance, if payable, twice for each rostered 24 hour shift so worked; and
 - 8.2.4.2 have any Outduty performed during a rostered 24 hour shift counted as two Outduties for the purposes of subclause 12.17; and
 - 8.2.4.3 have the period before a Stand By becomes an Outduty during a rostered 24 hour shift doubled, but only if the Stand By is performed to cover the absence of another employee who was rostered to work a 24 hour shift; and
 - 8.2.4.4 have any compassionate leave taken during a rostered 24 hour shift counted as two shifts for the purposes of subclause 18.1; and
 - 8.2.4.5 have any unsupported sick leave absence taken during a rostered 24 hour shift counted as two separate occasions for the purposes of subclause 23.8 except;
 - 8.2.4.5.1 a part shift sick leave absence falling between 0800 and 1800 hours or a part shift sick leave absence between 1800 and 0800 will be counted as one occasion for the purposes of subclause 23.8.
 - 8.2.4.5.2 The arrangements in subclause 8.2.4.5.1 will cease on the expiration of this Award unless either party terminates these arrangements sooner

8.2.4

- a In all cases, the Relieving Allowance paid at subclause 8.2.4.1 and the Outduties and leave counted at subclauses 8.2.4.2, 8.2.4.4 and 8.2.4.5 shall not be paid or counted either less or more than twice during a 24 hour rostered shift.

8.2.5 Subject to subclause 8.2.6, the Department shall return an Operational Firefighter who is working an alternative roster to their default roster within fourteen days of receipt of a written request from the Operational Firefighter.

8.2.6 Where the Department’s agreement to the working of an alternative roster was conditional upon one or more Operational Firefighters working an alternative roster in concert with each other and one or more of those Operational Firefighters submits a written request to return to their default roster, the Department:

- 8.2.6.1 shall return the Operational Firefighter(s) who requested to return to their default roster within 28 days; and
- 8.2.6.2 shall notify the remaining Operational Firefighters, in writing, of that request within 7 days; and
- 8.2.6.3 may return the Operational Firefighters to their default rosters not less than 21 days following their receipt of notification at subclause 8.2.6.2.

8.3 Standard 10/14 Roster System

	1st Week	2nd Week	3rd Week	4th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
A HOURS	D D N N 48	D D N N 48	D D N N 48	D D N N 48
B HOURS	N N 38 D	D N N 38	D D N N 48	D D N N 48
C HOURS	D D N 34	N 34 D D	N N 38 D	D N N 38
D HOURS	D D N N 48	D D N N 48	D D N 34	N 34 D D

	5th Week	6th Week	7th Week	8th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
A HOURS	D D N 34	N 34 D D	N N 38 D	D N N 38
B HOURS	D D N N 48	D D N N 48	D D N 34	N 34 D D
C HOURS	D D N N 48	D D N N 48	D D N N 48	D D N N 48
D HOURS	N N 38 D	D N N 38	D D N N 48	D D N N 48

8.3.1 The Standard 10/14 roster system is based on four platoons over an 8-week cycle.

8.3.2 The shifts within the Standard 10/14 roster cycle shall be as set out in the Table at subclause 8.3 where: D = 0800 hours to 1800 hours; and N = 1800 hours to 0800 hours.

8.4 Back to Back Roster System

	1st Week	2nd Week	3rd Week	4th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
E HOURS	D D D D 48	D D D D 48	D D D D 48	D D D D 48
F HOURS	D D D 36	D D D 36	D D D 36	D D D 36

	5th Week	6th Week	7th Week	8th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
E HOURS	D D D 36	D D D 36	D D D 36	D D D 36
F HOURS	D D D D 48	D D D D 48	D D D D 48	D D D D 48

8.4.1 The Back to Back roster is based on two platoons over an 8-week cycle.

8.4.2 The shifts within the Back-to-Back roster cycle shall be as set out in the Table at subclause 8.4 where: D = 0600 hours to 1800 hours.

8.5 Overlap Roster System

	1st Week	2nd Week	3rd Week	4th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
G HOURS	D D D D 52.5	D D D 31.5	D D D D 52.5	D D D 31.5
H HOURS	D D D 31.5	D D D D 52.5	D D D 31.5	D D D D 52.5

	5th Week	6th Week	7th Week	8th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
G HOURS	D D D D 52.5	D D D 31.5	D D D D 52.5	D D D 31.5
H HOURS	D D D 31.5	D D D D 52.5	D D D 31.5	D D D D 52.5

8.5.1 The Overlap roster system is based on two platoons over an 8-week cycle.

8.5.2 The shifts within the Overlap roster cycle shall be as set out in the Table at subclause 8.5 where: D = 0700 hours to 1730 hours.

8.6 Special Roster System

8.6.1 The Special Roster System is a Monday to Friday day shift roster with the commencing and ceasing times for Monday to Thursday being 0800 hours to 1630 hours, respectively and for Friday 0800 hours to 1600 hours respectively.

8.7 Except for fire stations operating the Standard 10/14 roster system on the date of the making of this Award, the roster prescribed in subclause 8.3 of this clause shall not apply to fire stations which the Department determines shall be staffed by employees on a full-time basis for less than 168 hours per week and by Retained Firefighters for the balance of the week where the ordinary hours not exceeding 40 per week shall be worked as directed by the Department from time to time.

- 8.8 The average ordinary working hours of employees holding the classification of Recruit Firefighter shall be 40 hours per week. The rostered hours of work for Recruit Firefighters shall be arranged so that they shall not accrue 38 hour leave. The hourly rate of pay of an employee holding the classification of Recruit Firefighter shall be determined by dividing the weekly rate of pay for a Recruit Firefighter by 40.
- 8.9 Irrespective of which roster is for the time being applicable, the following general conditions shall apply:
- 8.9.1 In the event of an alarm, requiring any station to stand by or respond to an incident, being received at the station during roll call, the oncoming platoon shall, if required, respond to the incident. The off-going platoon shall remain on duty, if required, or until otherwise directed. Roll calls shall be conducted by the station bell being rung two minutes before rostered time to change shift.
- 8.9.2 The oncoming shift available in the station may attend roll call without any overtime penalty being incurred, but on completion of the roll call and the Officer-in-Charge being satisfied that there are adequate staff for the shift, the off-going shift shall then be dismissed.
- 8.9.3 No employee shall be charged with being absent from duty who misses the roll call at two minutes in the time set for the change of shift, provided that the employee is on station premises by the rostered time for the shift to commence. An employee retained beyond the ceasing time of the shift shall be paid overtime.
- 8.9.4 If, when the oncoming platoon reports at a station at the time prescribed for the change of shift, the other platoon is proceeding to or attending an incident or alarm, the oncoming platoon, if so ordered, shall after roll call, proceed to the incident and the Officer or senior members of the platoon shall report, without delay, the arrival of the platoon to the Officer-in-Charge of the incident. The off-going platoon shall remain on duty at the incident until relieved.
- 8.9.5 The Officer-in-Charge of the incident may, if in that Officer's judgment it is expedient, hold both the oncoming and off-going platoons for duty at the incident. If the off-going platoon is not held at the incident or is not detained at the incident for duty elsewhere, it shall report back to the station and shall remain available until the other platoon returns or until otherwise directed, when it shall be dismissed.
- 8.9.6 In the event of one or more members of the ongoing platoon being absent an equal number of members in the platoon on duty shall be liable to be detained on duty until such time as they may be relieved. Nothing herein contained shall be deemed to sanction an unauthorised absence or to relieve the absent member from a liability to be charged with being absent without leave and dealt with accordingly.
- 8.10 The rosters provide for an amount of residual leave of 7.25 hours per annum, which is to be credited as consolidated leave, on the anniversary of the employee's date of commencement of employment by the Department notwithstanding the provisions of subclause 8.8.
- 8.11 Employees shall not work in excess of sixteen (16) hours straight except in the case of a call to an incident or other emergency circumstances, or by agreement pursuant to subclause 8.12.
- 8.12 Employees may elect, but not be directed, to work in excess of sixteen (16) hours straight by way of overtime, an alternative roster or a change of shift agreement provided:
- 8.12.1 that such employees have the Department's approval to do so; and
- 8.12.2 that such employees have at least eight consecutive hours off duty between the cessation and recommencement of duty; and

8.12.3 that no employee shall be permitted to work in excess of twenty four (24) hours straight except in the case of a call to an incident or other emergency circumstances, or a staff shortage pursuant to subclause 8.9.6.

8.13 Executive Officers

Executive Officers shall work an average of forty ordinary hours per week on a flexible basis according to the needs of the organisation on any day of the week or at any time of the day.

8.14 Change of Shift Agreements

Notwithstanding anything to the contrary elsewhere within this Award, two or more Non-Officers, Officers or Senior Officers (as the case may be) may enter into a full or part change of shift agreement with each other subject to the following conditions:

8.14.1 Employees shall apply in writing at least 24 hours prior to performing a full or part change of shift. This application, which may provide for multiple and/or recurring changes of shift, shall include the number of hours, the relevant times and date(s) and the names and signatures of both the employee(s) seeking the change and the employee(s) who shall be working in their stead.

8.14.2 An approved change of shift agreement shall operate so that:

8.14.2.1 The employee who was originally rostered to work, but did not do so (Employee A) shall:

8.14.2.1.1 be paid the wages they would otherwise have been paid pursuant to subclause 6.2.1 for that shift or part shift; and

8.14.2.1.2 accrue the leave they would otherwise have accrued pursuant to Clauses 17, 20 and 23 for that shift or part shift; and

8.14.2.1.3 subject to subclauses 12.6 and 8.14.2.2.2, be paid the Relieving Allowance as if they had worked that shift or part shift.

8.14.2.2 The off-duty employee who works in Employee A's stead (Employee B) shall:

8.14.2.2.1 be recognised for and paid for all purposes other than those listed at subclauses 8.14.2.1 as if they had been rostered to work those hours, provided that any time so worked by Employee B in excess of Employee A's originally rostered hours will be paid as overtime pursuant to Clause 9; and

8.14.2.2.2 subject to subclause 12.6, be paid the Relieving Allowance provided: firstly; that Employee B shall always assume Employee A's base station for the purposes of Clause 12; and secondly; if Employee A and Employee B satisfy the requirements of subclause 12.6 then only Employee B shall be paid the Relieving Allowance and, if applicable, only Employee B shall be considered to have performed an Outduty.

8.14.2.3 Employees may take leave (including annual and long service leave) during an operative change of shift agreement. Such employees shall not be required to make alternative arrangements (which, if necessary, shall be made instead by the Department) in the event that they or any other employee who is party to that agreement takes leave, scheduled or otherwise.

8.14.2.4 If Employee A takes annual leave or long service leave during an operative change of shift agreement then Employee A shall have both the hours they were rostered to work and the change of shift hours they had agreed to work for any other

- employee(s) deducted from Employee A's annual leave balance or long service leave balance.
- 8.14.2.5 If Employee B works an agreed change of shift for Employee A while Employee A is on annual leave or long service leave then Employee A shall be credited with the same number of annual leave or long service leave hours as worked by Employee B for Employee A.
- 8.14.2.6 If Employee B takes any form of leave (including, for example, sick leave) when scheduled to work an agreed change of shift for Employee A then those leave hours shall be deducted (but not paid for) from Employees B's relevant leave balance, unless it is a part change of shift agreement pursuant to 8.14.2.7.
- 8.14.2.7 Employee B may elect to enter into a change of shift agreement while on annual leave. In these circumstances, Employee B's entire annual leave period shall be debited for the hours they were rostered off on annual leave.
- 8.14.3 Employees shall not be permitted to perform full or part changes of shift immediately prior to or following their own rostered shift unless that full or part change of shift is to be worked at the same station as that rostered shift.
- 8.14.4 An on duty employee who has arranged a part change of shift shall not be permitted to leave duty until properly relieved by the employee who has agreed to work in their stead.
- 8.14.5 If there is a call of fire or any other emergency that disturbs or prevents a previously arranged part change of shift, no arrangement shall be made, or be expected to be made, to recall another employee. Any inconvenience shall be borne by the employees concerned without redress.
- 8.14.6 The Department shall not refuse an application to perform a full or part change of shift without good and proper reason, but may cancel a previously approved change of shift on the same basis provided sufficient notice is given to the affected employees.
- 8.14.7 Subject to subclause 8.14.2.3, an employee who has entered into a change of shift agreement will remain bound by that agreement unless and until such time as the other employee(s) concerned agrees, in writing, to terminate that agreement, or a change of shift is cancelled by the Department pursuant to subclause 8.14.6.

9. Overtime

- 9.1 Subject to subclause 9.2, overtime shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter, provided that an employee who is required to work overtime shall be entitled to payment for at least 15 minutes of overtime on each occasion that the employee is called upon to work overtime. To avoid doubt, where work commences prior to the start of an employee's rostered shift and continues beyond the conclusion of that shift then the relevant rate of pay shall be determined by having regard to the entire period of overtime worked, so that any and all overtime worked in excess of two hours is paid at the rate of double time.
- 9.2 Any time worked by an employee in excess of 24 consecutive hours shall be paid for at the rate of double time, regardless of that employee's roster.
- 9.3 For meal allowance entitlements where an employee works overtime, see Clause 10, Meals and Refreshments.
- 9.4 When it is reasonably necessary for an employee who has returned to the station either before or after the ceasing hour of the shift to clean up before leaving the station, and thereby justifiably leaves the station after the ceasing hour, the time so reasonably and necessarily occupied beyond the ceasing hour shall be paid for as overtime.

- 9.5 The hourly rate of pay for an employee in the classification of Firefighter, Qualified Firefighter, Senior Firefighter, Leading Firefighter, Station Officer, Leading Station Officer, Inspector, Operational Support Level 1, Operational Support Level 2 or Operational Support Inspector shall be ascertained for the purpose of this clause by dividing the employee's "Per Week" rate of pay by 41.75. The hourly rate of pay for an employee in the classification of Recruit Firefighter, Operational Support Level 2a or Operational Support Level 3a shall be ascertained for the purpose of this clause by dividing the employee's "Per Week" rate of pay by 40.
- 9.6 Recall to Incident
- 9.6.1 An employee who is off duty and who is called upon, pursuant to subclause 9.6.2, to report for duty to attend an incident shall be entitled to a minimum payment equal to two hours at overtime rates.
- 9.6.2 Notwithstanding anything elsewhere contained in this clause, in the case of an incident, all employees off duty shall be liable to be called upon to report for duty and if called upon shall report immediately for duty
- 9.6.3 An employee who is on annual leave or long service leave and who reports for duty to attend an incident shall, in addition to payment pursuant to subclause 9.1, be credited with consolidated leave equal to the amount of time so worked.
- 9.6.4 For meal allowance entitlements when the employee remains on duty for a period of four hours or more in connection with a recall pursuant to subclause 9.6.1, see Clause 10, Meals and Refreshments.
- 9.7 Recall to Maintain Required Staffing Levels
- 9.7.1 An employee off duty who is required to report for duty for the purpose of maintaining required staffing levels shall, on so reporting, be entitled to a minimum payment equal to four hours at overtime rates.
- 9.8 Where an employee recalled pursuant to either subclauses 9.6.2 or 9.7.1:
- 9.8.1 Is required to transport the employee's gear from the station/location at which the gear is located to another station/location in order to perform the duties of the recall, such employee shall be paid the Kilometre Allowance set at Item 2 of Table 3 of Part C, for the distance travelled on the forward journey between the two locations, provided that employees who are placed upon a transfer register pursuant to clause 28, Transfers Outside of the GSA, and are claiming residential priority shall instead be paid the Kilometre Allowance for the distance between the permanently staffed station closest to their primary residence and the station/location where the duties of the recall are to be performed.
- 9.8.2 Is required to transport the employee's gear back to the station/location at which the gear was located because the Department is unable to do so, the employee shall also be entitled to be paid kilometres equal to the forward journey at subclause 9.8.1. For the purpose of this subclause "distance travelled" means the agreed distance or, if the distance is not covered by a Matrix, the actual kilometres between the two stations/locations.
- 9.8.3 Incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform the recall, such employee shall be reimbursed for the cost of the toll.
- 9.9 On such nights as may be fixed by the Department or by the Commissioner on reasonable notice in the circumstances not exceeding two nights in any week, an employee shall work such overtime as is reasonably necessary for usual Brigade inspections, or for giving instructions to Retained Firefighters.
- 9.10 When overtime work is necessary it shall, except in the case of an emergency, be so arranged that employees have at least eight consecutive hours off duty between the work of successive shifts. Where an employee works so much overtime between the termination of the employee's ordinary work on any

day or shift, and the commencement of the employee's ordinary work on the next day or shift, that the employee has not had at least eight consecutive hours off duty between these times, the employee shall be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

9.10.1 If on the direction of the employee's authorised supervisor, such employee resumes or continues work without having had such eight consecutive hours off duty, the employee shall be paid at the rate of double time until the employee is released from duty for such period, and the employee shall be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

9.10.2 Provided that while recalls shall be paid for at overtime rates in accordance with this Award, where the actual total time worked on a recall or recalls is less than 3 hours it shall not count for the purpose of determining whether an employee has had an eight hour break pursuant to this subclause.

10. Meals and Refreshments

10.1 Attendance at an Incident

10.1.1 For the purposes of this clause, an "incident" also includes hazard reduction or any similar situation where facilities comparable to those provided at fire stations are not available to partake of a meal.

10.1.2 Where an employee attends an incident which extends for two hours or more; Refreshments shall be provided no later than two hours after the start of the incident.

10.1.3 Where such an incident extends for four hours or more, the employee shall be provided with a Substantial Meal. After every subsequent four hours of attendance at such an incident, a further Substantial Meal shall be provided.

10.2 Payment in Lieu of the Provision of Refreshments/Meals

10.2.1 Where Refreshments are not provided in terms of subclause 10.1.2, the Refreshment Allowance set at Item 15 of Table 3 of Part C, shall be paid.

10.2.2 Where an Emergency Meal is supplied in lieu of a Substantial Meal, the Refreshment Allowance set at Item 15 of Table 3 of Part C, shall be paid.

10.2.3 Where a Substantial Meal or Emergency Meal is not provided in terms of subclause 10.1.3, the Meal Allowance set at Item 14 of Table 3 of Part C, shall be paid.

10.3 During Overtime

10.3.1 An employee who works overtime which:

10.3.1.1 involves the attendance at an incident shall be provided with refreshments/meals in terms of subclauses 10.1.2 and 10.1.3 or the payment in lieu thereof as prescribed in subclause 10.2;

10.3.1.2 does not involve attendance at an incident and is not a recall for the purpose of maintaining required staffing levels, shall, if such overtime extends for more than two hours, be paid the Meal Allowance set out at Item 14 of Table 3 of Part C. After every subsequent four hours of such overtime worked, the Refreshment Allowance set out at Item 15 of Table 3 of Part C, shall be paid.

10.4 Method of Payment and Calculation of Allowances in Lieu of Refreshments/Meals

10.4.1 The payments referred to in subclause 10.3.1.2 (only) shall, unless the Officer-in-Charge is not available to make such payment, be made prior to or at the cessation of the shift or overtime as the case may be. In cases where the Officer-in-Charge is not available to make payment, the employee shall be paid at the earliest opportunity thereafter.

10.4.2 The allowances referred to in this clause shall be calculated as follows:-

10.4.2.1 The Meal Allowance at Item 14 of Table 3 of Part C, is the average, rounded to the nearest five cents, of the amounts prescribed for the overtime meal allowances for breakfast, lunch and dinner at Item 19 of Table 1 Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002.

10.4.2.2 The Refreshment Allowance in Item 15 of Table 3 is half, rounded to the nearest five cents, of the Meal Allowance in Item 14 of Table 3 of Part C.

10.4.2.3 The amounts specified in 10.4.2.1 and 10.4.2.2 shall be adjusted on 1 July in line with the corresponding reasonable allowance amount for overtime meals for the appropriate financial year as published by the Australian Taxation Office (ATO).

11. Transport

11.1 Where an employee has been rostered for duty and works from 0800 hours to 1800 hours and is retained on overtime and ceases duty after 2000 hours and public transport or other normal means of transport is not reasonably available, arrangements may be made by the Department to provide transport (by taxi or otherwise) to ensure that the employee obtains reasonable transport home.

12. Relieving Provisions

12.1 The provisions of this clause shall only apply to:

12.1.1 Relieving Employees, as defined in Clause 4, when such employees work a rostered shift at either the employee's base station/location or performs a relief duty at another station/location; and

12.1.2 Other employees when such employees perform an "Outduty", as defined in Clause 4.

12.2 Relieving Employees shall be assigned to a base station/location which, as far as is practicable having regard to the Department's operational requirements, is in the employee's stated preferred Zone, or in the Zone closest to the employee's residence.

12.3 Relieving Employees shall report for duty at their base station/location unless otherwise directed.

12.4 Subject to the exceptions in subclause 12.4.1, employees cannot be directed to perform relief duty outside the Fire District to which they are attached.

12.4.1 Exceptions

12.4.1.1 Relieving Employees (pursuant to subclause 12.1.1);

12.4.1.2 Employees (pursuant to subclause 12.1.2) who are placed upon a transfer register pursuant to clause 28, Transfers Outside of the GSA, and are claiming residential priority may be directed to relieve in an area to which that transfer register applies.

12.5 Notwithstanding the provisions of subclause 12.4, any employee may elect to perform relief duty outside the Fire District to which they are attached.

12.6 Relieving Allowance

12.6.1 The Relieving Allowance set at Item 16 of Table 3 of Part C shall be paid to:

12.6.1.1 a Relieving Employee for each rostered shift worked by the employee at the employee's base station and, except as provided for by subclause 12.6.2 or as otherwise provided by this Award, for each rostered shift on which the employee performs a relief duty at another station/location.

12.6.1.2 other employees on each occasion, except as provided for by subclause 12.6.2 or as otherwise provided by this Award, when such employees perform an Outduty in terms of subclause 12.1.2.

12.6.2 Unless otherwise provided in this Award, the Relieving Allowance prescribed in subclause 12.6.1 shall not be paid to either a Relieving Employee (or other employee pursuant to subclause 12.1.2) in cases where the employee is compensated for excess travelling time and/or payment for travel/accommodation expenses in accordance with the provisions of Clause 26, Travelling Compensation.

12.7 Unless specifically provided for elsewhere in this clause, when a Relieving Employee (or other employee pursuant to subclause 12.1.2) is required to perform relief duty on a rostered shift at another station/location:

12.7.1 included within a Matrix and for which an agreed distance therefore exists, the employee shall be entitled to, in addition to the relieving allowance, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for that agreed distance.

12.7.2 not included within a Matrix or where the base station/location and other stations/locations are in separate Matrices and therefore not covered by subclause 12.7.1:

12.7.2.1 with prior notice, the employee shall be entitled to payment of:

12.7.2.1.1 the Relieving Allowance; and

12.7.2.1.2 if required to transport the employee's gear in order to perform the relief duty, the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the distance travelled on the forward journey from the station/location at which the gear is located to the relief station/location; and

12.7.2.1.3 for travel other than for the transport of the employee's gear, the Kilometre Allowance set out at Item 2 of Table 3 of Part C for any excess distance travelled. For the purposes of this subclause, excess distance shall be any distance actually and reasonably travelled by the employee to the relief station/location in excess of that normally travelled by the employee to report for duty at the employee's base station/location; and

12.7.2.1.4 if the Department is unable to transport the employee's gear back to the station/location at which the gear was located, the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the return kilometres equal to the forward journey.

12.7.2.2 without prior notice, the employee shall be entitled to, in addition to the relieving allowance, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the distance actually travelled.

12.7.2.3 For the purpose of this subclause "prior notice" means notice given whilst the employee was on duty, either during their rostered hours of work or whilst on overtime.

- 12.7.2.4 For the purposes of subclauses 12.7.2.1.2 and 12.7.2.1.4 only, if an employee elects to perform relief duty outside of the fire district to which they are attached then the employee's base station/location shall be the closest permanently staffed station to their primary residence.
- 12.7.2.5 the provisions of subclause 12.7.2.1 are to be read in conjunction with the provisions of subclause 12.8.
- 12.8 If, in a particular case, an employee considers that the presumed "no disadvantage" envisaged in the provisions of 12.7.2.1 is in fact not the case, the employee may submit a claim for the total compensation that the employee considers to be reasonable in the circumstances. All such claims must be supported with written reasons.
- 12.9 For the purpose of this Clause, "distance" shall mean the agreed return distance prescribed between two stations/locations in a Matrix. Each Matrix shall stand alone for the purpose of calculating the relevant distance. If the distance between two stations/locations is not prescribed in a Matrix, then "distance" shall mean the actual distance necessarily and reasonably travelled.
- 12.10 The parties acknowledge that the majority of the distances contained in the Matrices have been calculated using an electronic measuring device. In the event that a discrepancy is identified, the distance in question shall first be rechecked using the electronic measuring device. If the discrepancy still exists then the distance in question shall be checked using, if practicable, a motor vehicle, and if not, some other method agreed to by the Department and the Union.
- 12.10.1 If a distance in the Matrices is found to be incorrect, then a new agreed distance will be determined. Any new distance and its effective date will be published in the next available Commissioner's Orders.
- 12.10.2 In cases where the corrected distance is more than that shown in the Matrices, it will take effect from the beginning of the pay period in which the discrepancy was first notified in writing by an employee.
- 12.10.3 In cases where the revised distance is less than that contained in the Matrices, the new distance will operate prospectively from the beginning of the first pay period to commence on or after the date that the new distance is published in Commissioner's Orders.
- 12.11 Multiple Reliefs During a Rostered Shift.
- 12.11.1 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) performs relief duties during a rostered shift at more than one station/location, payment shall be made for kilometres for the forward journey/journeys between the station at which duty commenced and the subsequent station/s and between the station at which duty ceased and the station at which duty commenced. Provided that this provision shall not reduce any entitlement that the employee may have in relation to commencing duty at the station at which duty commenced.
- 12.11.2 The provisions of subclause 12.11.1 shall not apply in cases where the provisions of Clause 26, Travelling Compensation, apply.
- 12.12 Provision of Transport
- 12.12.1 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) is directed without prior notice after the commencement of a rostered shift, to perform relief duty at another station/location, the employee may request the provision of transport by the Department.
- 12.12.2 Where an employee requests the provision of transport in terms of subclause 12.12.1, the employee shall be entitled to the following provisions. Apart from these provisions, no other provisions of this clause shall apply.

- 12.12.2.1 Payment of the Relieving Allowance.
 - 12.12.2.2 Except if the employee makes an election in terms of subclause 12.12.2.3, the employee shall be entitled to transport back to the station/location at which duty commenced and to travelling time as prescribed in Clause 26, Travelling Compensation, for the time actually taken, from the completion of duty, to return to the station at which duty commenced.
 - 12.12.2.3 Where an employee elects to return to the station/location after completion of duty to the station at which duty commenced by the employee's own means, the employee shall be entitled to be paid the Kilometre Allowance set at Item 2 of Table 3 of Part C, for half the distance prescribed in the relevant Matrix. If no distance is prescribed, the distance shall be the actual distance necessarily and reasonably travelled by the employee to return to the station at which duty commenced.
- 12.13 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform a relief duty, such employee shall be reimbursed for the cost of the toll.
- 12.14 A Relieving Employee (or other employee pursuant to subclause 12.1.2), who is directed to perform a relief duty on a rostered shift at a station/location which requires the employee to reside at a place other than the employee's residence, shall be entitled to the relevant provisions of Clause 26, Travelling Compensation, in lieu of the provisions of this clause.
- 12.15 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) performs a relief at a station/location which, under normal circumstances would not require the employee to reside at a place other than the employee's residence, but because of special circumstances the employee is given approval by the Department for accommodation in order to have sufficient rest before returning home, the employee shall be entitled to the following:
- 12.15.1 Appropriate accommodation provided or arranged by the Department.
 - 12.15.2 Retention of the Relieving Allowance.
 - 12.15.3 With the exception of travelling time and costs for travel, the relevant provisions of Clause 26, Travelling Compensation.
 - 12.15.4 The Kilometre Allowance set at Item 2 of Table 3 of Part C, as if the employee had not stayed in the accommodation.
- 12.16 The Relieving Allowance set at Item 16 and the Kilometre Allowance set at Item 2 of Table 3 of Part C, include compensation for excess travelling time and the cost of excess travel to and from the station/locations at which relief duties are performed on a rostered shift.
- 12.17 Performance of Outduties.
- 12.17.1 An employee cannot be directed to perform more than twelve (12) Outduties in any Calendar year, unless the employee is a Leading Station Officer who is performing higher duties pursuant to Clause 7.
 - 12.17.2 Notwithstanding the provisions of subclause 12.17.1, an employee may elect to perform more than twelve (12) Outduties in any Calendar year.
- 12.18 The provisions of this clause do not apply in cases where an employee acts up in a position following an expression of interest pursuant to subclause 7.10.2 or where an employee acts up as an Executive Officer, or where an employee, not being a Relieving Employee, acts up at the employee's base station/location.

- 12.19 Unless specifically provided for by this Clause, the provisions of Clause 12, Relieving Provisions and Clause 26, Travelling Compensation, shall be mutually exclusive. That is, an employee shall be entitled to claim, in relation to a particular situation, under either Clause 12, or Clause 26, shall not be entitled to claim under both.
- 12.20 Notwithstanding subclause 12.19, a relieving employee who:
- 12.20.1 is directed to perform relief duty outside the fire district to which they are attached and who is entitled to claim the provisions of subclause 26.3.1; and/or
 - 12.20.2 is directed to perform overtime at a temporary work location before the normal commencing time of their rostered shift and who is entitled to claim the provisions of subclause 26.3.1.1; shall be paid such entitlements and retain the entitlements of Clause 12.
- 12.21 Where an employee is required to use the employee's private vehicle to perform a Stand By, compensation shall only be in terms of subclause 6.6.2.1.

12A. Interstate and International Deployments

- 12a.1 Subject to subclause 12a.2, the provisions of this Clause shall apply to employees who are invited and who elect to respond to an extended interstate or international emergency as part of a deployment.
- 12a.2 In the case of routine cross-border incidents and/or interstate or international deployments of less than 48 hours and/or direction to respond to an interstate or international emergency, employees shall remain entitled to the general provisions of this Award and the special provisions of this Clause shall not apply.
- 12a.3 Employees shall be paid for travelling time to and from the emergency:
- 12a.3.1 on the day of departure until midnight Sydney time, in accordance with Clause 26, provided that subclauses 26.1.4, 26.1.7 and 26.2 shall not apply; and
 - 12a.3.2 on any day between the day of departure to and the day of return from the deployment, in accordance with subclause 12a.4.2; and
 - 12a.3.3 on the day of return, in accordance with Clause 26, provided that subclauses 26.1.4, 26.1.7 and 26.2 shall not apply.
- 12a.4 Employees shall be paid for work performed:
- 12a.4.1 on the day of departure until midnight Sydney time, at single time during their rostered hours of work pursuant to Clause 8, and at overtime rates otherwise; and
 - 12a.4.2 for each day between the day of departure to and the day of return from the deployment, all time at single time, provided that:
 - 12a.4.2.1 employees shall receive a minimum payment for each day equal to 16 hours per day, regardless of the hours actually worked; and
 - 12a.4.2.2 any time actually worked at the direction of an employee's authorised supervisor in excess of 16 hours shall be paid at double time; and
 - 12a.4.2.3 employees on double time pursuant to subclause 12a.4.3.2 who resume or continue work without having had 8 consecutive hours off duty shall continue to be paid at the rate of double time until released from duty for such period, and such employees shall be entitled to remain off duty for eight consecutive hours without loss of pay at subclause 12a.4.3.1; and
 - 12a.4.3 from midnight Sydney time on the day of return, at single time during their rostered hours of work pursuant to Clause 8, and at overtime rates otherwise.

12a.5 Accommodation for Interstate Deployments

12a.5.1 Employees on interstate deployment who are not provided with accommodation of a standard comparable to that required in NSW shall be paid the relevant accommodation allowance set at Item 7 of Table 4 of Part C or, if the deployment location is not listed in Table 4, the reasonable accommodation allowance for that location as published by Australian Taxation Office (ATO).

12a.5.2 Employees who are provided with accommodation shall be paid the Incidental Expenses Allowance set at Item 8 of Table 4 of Part C, for each day of attendance.

12a.6 Meals for Interstate Deployments

12a.6.1 Employees on interstate deployment shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of deployment.

12a.6.2 For each meal not provided in accordance with subclause 12a.6.1, the Meal Allowance set at Item 14 of Table 3 of Part C shall be paid.

12a.6.3 Where employees are required to work between the meals provided for in subclause 12a.6.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 10.1.

12a.7 Deployment Allowance for International Deployments

Employees on international deployment shall be paid the Deployment Allowance set at Item 17 of Table 3 of Part C for each calendar day, or part thereof, from the day of departure until the day of return, inclusive.

12a.8 Additional Provisions

12a.8.1 While interstate or international deployment does not in itself attract the relieving allowance, a Relieving Employee shall continue to be paid the relieving allowance for those days on which the Relieving Employee would normally have been rostered for duty.

12a.8.2 An employee in receipt of any of the allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) immediately prior to their deployment shall continue to be paid those allowances.

12a.8.3 An employee who was performing higher duties immediately prior to their deployment shall continue to be paid at that rate of pay of the rank or classification in which the higher duties were being performed.

12a.8.4 Any time worked pursuant to subclause 12a.4.2 shall only be compensated for by subclause 12a.4.2, provided that an employee shall continue to accrue leave as if they had worked their rostered hours of work pursuant to Clause 8.

12a.8.5 The provisions of subclause 6.8 notwithstanding, the Commissioner may approve an additional payment for an Executive Officer who, while on interstate or international deployment, worked additional hours to those contemplated by subclause by 6.8.2.

12a.8.6 Any stand off period shall be determined by the Commissioner having regard to each employee's actual hours of work prior to and during their deployment, and to their rostered hours of work following their deployment. Employees who are granted stand off time shall do so without loss of pay for ordinary working time during such absence.

13. Progression and Promotion Provisions

13.1 This clause prescribes:

13.1.1 progression and promotion provisions, and;

13.1.2 the constitution and operation of the Training Review Committee.

Progression and Promotion Provisions

13.2 All employees shall commence and remain on probation until the expiration of six weeks following their progression to Firefighter and shall thereafter be required to satisfy and maintain the competencies specified, by the Commissioner on the advice of the Training Review Committee, for the classification to which they are appointed.

Recruit Firefighter to Firefighter

13.3 Progression from Recruit Firefighter to Firefighter shall be subject to the satisfactory completion of the training and/or training competencies undertaken at the Fire and Rescue NSW Training College and specified, by the Commissioner on the advice of the Training Review Committee, for progression to Firefighter.

Firefighter to Qualified Firefighter

13.4 Progression from Firefighter to Qualified Firefighter shall be subject to twenty four (24) months service from the date of commencement as a Recruit Firefighter and the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Qualified Firefighter.

13.5 Progression to Qualified Firefighter is a mandatory achievement required for all Firefighters. Failure to achieve progression to this classification within a reasonable time will result in the employee being considered unsuitable for continued employment, and the employment of such an employee will be terminated accordingly. In such circumstances, the Department will advise the Union that the services of the employee are to be terminated.

Qualified Firefighter to Senior Firefighter

13.6 Progression from Qualified Firefighter to Senior Firefighter shall be subject to at least seventy two (72) months service from the date of commencement as a Recruit Firefighter and the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Senior Firefighter.

Senior Firefighter to Leading Firefighter

13.7 Progression from Senior Firefighter to Leading Firefighter shall be subject to the satisfactory completion of the Leading Firefighter Program specified by the Commissioner on the advice of the Training Review Committee.

13.7.1 Applications for Leading Firefighter Program positions shall be called for from eligible applicants in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number and location of Leading Firefighter Program positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the Department.

13.7.2 An eligible applicant for the purposes of subclauses 13.7.1 and 13.7.3 shall be a Senior Firefighter who: firstly, has completed at least twenty four (24) months service with Fire and Rescue NSW at Senior Firefighter rank as of the closing date for applications; secondly, has already taken the tests referred in subclause 13.7.3; and thirdly, is permanently attached to a station within the Transfer Register area in which the Leading

Firefighter Program position is available. For the purposes of subclause 13.7 only, the GSA shall be considered a Transfer Register area and a permanent occupant of an Operational Support position (an Operational Support applicant) shall be considered to be permanently attached to a station within the GSA regardless of their actual work location.

- 13.7.3 The successful applicants for Leading Firefighter Program positions shall be determined by order of the results achieved by eligible applicants in tests specified by the Commissioner following consultation between the Department and the Union. The Department shall accept the same number of eligible applicants as there were positions advertised for that location in accordance with subclause 13.7.1, provided that for each Operational Support applicant who is initially accepted the Department shall also accept one further non-Operational Support applicant, so that the final number of non-Operational Support applicants accepted within the GSA shall be equal to the number of positions advertised.
- 13.7.4 Senior Firefighters accepted onto the Leading Firefighter Program who subsequently fail to satisfactorily complete the Program within a reasonable time shall be removed from the Program and shall not be readmitted to the Program unless and until such time as they successfully re-apply pursuant to subclauses 13.7.1, 13.7.2 and 13.7.3.

Leading Firefighter to Station Officer

- 13.8 Promotion from Leading Firefighter to Station Officer shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union and shall be subject to successful application for an advertised Station Officer vacancy and the subsequent satisfactory completion of the Station Officer Program specified by the Commissioner on the advice of the Training Review Committee.
- 13.8.1 Subject to subclause 28.7, applications for promotion to Station Officer shall be called for from Leading Firefighters with at least twelve (12) months service with Fire and Rescue NSW at that rank as of the closing date for applications, in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number (and, if located outside of the GSA and Regional Transfer Register areas listed at subclause 28.2.2, both the number and the location) of Station Officer positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the Department.
- 13.8.2 Leading Firefighters who successfully apply pursuant to subclause 13.8.1 (or Senior Firefighters who successfully apply pursuant to subclause 28.7.2) and who subsequently fail to satisfactorily complete the Station Officer Program within a reasonable time shall be removed from the Program and shall cease to be eligible for such promotion. Nothing shall prevent such employees from re-applying pursuant to subclause 13.8.1.

Station Officer to Leading Station Officer

- 13.9 Progression from Station Officer to Leading Station Officer shall be subject to the satisfactory completion of the Leading Station Officer Program specified by the Commissioner on the advice of the Training Review Committee and, in the case of a Station Officer who is a permanent occupant of an Operational Support Level 1 or Level 2 position or who applies pursuant to subclause 13.9.2.1.2, transfer to a station within the GSA.
- 13.9.1 Applications for Leading Station Officer Program positions shall be called for from eligible applicants in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number and location of Leading Station Officer Program positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the Department.

- 13.9.2 An eligible applicant for the purposes of subclauses 13.9.1 and 13.9.3 shall be a Station Officer who has completed at least twelve (12) months service with Fire and Rescue NSW at Station Officer rank as of the closing date for applications, provided that:
- 13.9.2.1 if the Leading Station Officer Program position available is located within the GSA, the applicant must also be either:
- 13.9.2.1.1 permanently attached to a station within the GSA; or
- 13.9.2.1.2 permanently attached to a station located both outside of the GSA and outside of a Regional Transfer Register Area; or
- 13.9.2.1.3 the permanent occupant of an Operational Support position; or
- 13.9.2.2 if the Leading Station Officer Program position available is located outside of the GSA but within a Regional Transfer Register Area, the applicant must also be permanently attached to a station within that Regional Transfer Register area; or
- 13.9.2.3 if the Leading Station Officer Program position available is at a Country Officer station (as defined by subclause 28.7.2.1) and there is no Station Officer vacancy at that station, the applicant must also be permanently attached to that station.
- 13.9.3 The successful applicants for a Leading Station Officer Program position shall be selected from the eligible applicants using the selection process specified by the Commissioner following consultation between the Department and the Union. The Department shall accept the same number of suitable eligible applicants as there were positions advertised for that location in accordance with subclause 13.9.1.
- 13.9.4 Station Officers accepted onto the Leading Station Officer Program who subsequently fail to satisfactorily complete the Program within a reasonable time shall be removed from the Program and shall not be readmitted to the Program unless and until such time as they successfully re-apply pursuant to subclauses 13.9.1, 13.9.2 and 13.9.3.

Leading Station Officer to Inspector

- 13.10 Promotion from Leading Station Officer to Inspector shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union and shall be subject to successful application for an advertised Inspector vacancy and the subsequent satisfactory completion of the Inspector Program specified, by the Commissioner on the advice of the Training Review Committee.
- 13.10.1 Subject to subclause 28.7, applications for promotion to Inspector shall be called for from Leading Station Officers with at least twelve (12) months service with Fire and Rescue NSW at that rank as of the closing date of applications, in Commissioner's Orders, with the closing dates of applications to follow four weeks thereafter. The number (and, if located in areas outside of the GSA and the Newcastle, Central Coast and Illawarra Transfer Register areas, both the number and the location) of Inspector and/or Operational Support Inspector positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the forward planning needs of the Department.
- 13.10.2 Leading Station Officers who successfully apply pursuant to subclause 13.10.1 (or Station Officers who successfully apply pursuant to subclause 28.7.3 or 28.7.4) and who subsequently fail to satisfactorily complete the Inspector Program within a reasonable time shall be removed from the Program and shall cease to be eligible for such promotion. Nothing shall prevent such employees from re-applying pursuant to subclause 13.10.1.

Inspector to Superintendent

- 13.11 Promotion from Inspector to Superintendent shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union.

Chief Superintendent

- 13.12 Promotion from Inspector or Superintendent to Chief Superintendent shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union.

General Provisions

- 13.13 While the progression/promotion provisions specified in this clause refer to minimum periods of service as one of the requirements for such progression/promotion, the Department and the Union acknowledge and accept that:

13.13.1 as the competency standards/levels required by Fire and Rescue NSW are determined and established for each classification, the requirement for minimum periods of service may, on specification by the Commissioner following consultation between the Department and the Union in each case, no longer apply.

13.13.2 the competency standards/levels required by Fire and Rescue NSW for each classification shall be those as determined from time to time by the Commissioner on the advice of the Training Review Committee.

13.13.3 an employee with prior employment in the firefighting industry may apply to have the minimum periods of service required for their progression to Qualified Firefighter and/or to Senior Firefighter reduced. The extent of any reduction, which shall not be retrospective, shall be determined by the Commissioner after taking into account all of the circumstances of the employee's prior employment.

- 13.14 In all cases, progression/promotion shall, in addition to the provisions specified for such progression/promotion, also be subject to satisfactory service.

- 13.15 The date that an employee satisfactorily completes the required training and/or training competencies shall be the date that the employee applied to be assessed and not the actual date of their assessment. Where an employee is assessed as not yet competent in any of the required training and/or training competencies then, provided the firefighter requests re-assessment within one month of the 'not yet competent' assessment, the date of satisfactory completion will be set back by one month after the date the firefighter first applied to be assessed.

- 13.16 The reference to "reasonable time" in subclauses 13.5, 13.7.4, 13.8.2, 13.9.4 and 13.10.2 means, in each instance, a period in excess of twelve (12) months. The excess time to be allowed shall be determined by the Commissioner after taking into account all of the circumstances of the case of the employee concerned.

Training Review Committee (TRC)

- 13.17 The TRC shall provide advice to the Commissioner on an effective and equitable system of training in Fire and Rescue NSW using the principles of Competency Based Training.

- 13.18 The structure of the TRC will consist of 3 representatives of the Department and 3 representatives of the Union.

- 13.19 The Chairperson of the Committee will alternate every 12 months between a nominee of the Department and the Union.

- 13.20 The role of the TRC will include (but not be limited to):

- 13.20.1 advising on the further development of training throughout Fire and Rescue NSW;
 - 13.20.2 advising on the implementation of a Competency Based Training regime throughout Fire and Rescue NSW;
 - 13.20.3 considering Recognised Prior Learning (RPL) policy generally and in particular, the consideration of individual applications for RPL.
- 13.21 Procedure
- 13.21.1 The TRC will meet at least once every four weeks, or as otherwise agreed between the parties;
 - 13.21.2 Members who are on shift on the day of the meeting will be released from day to day operations, except in the event of an incident or other emergency circumstances, for the purposes of fulfilling the above roles;
 - 13.21.3 The TRC will be adequately resourced by the Department so that it can effectively fulfil the above roles.
- 13.22 The Commissioner is not bound to accept the advice of the TRC and may act independently of the TRC to implement changes to training, competencies and other matters covered by Clause 13 within Fire and Rescue NSW provided that notice of any such decision to implement change is notified in accordance with clause 36.6 in which case clauses 36.7 to 36.9 inclusive shall apply.

14. Operational Support Positions

Establishment of Operational Support Positions

- 14.1 Operational Support positions shall be identified and established as such by the Commissioner.
- 14.2 The format and content of each Position Description referred to in subclause 14.4 shall be determined by the Commissioner, but shall include, for each position:
 - 14.2.1 Title;
 - 14.2.2 Statement of duties;
 - 14.2.3 Essential qualifications, which shall for all Operational Support Level 1 and Level 2 positions include at least forty eight (48) months service from the date of commencement as a Recruit Firefighter;
 - 14.2.4 Hours of work, specifying which roster is to be worked pursuant to Clause 8 of this Award; and
 - 14.2.5 Operational Support classification, either Level 1, Level 2, Inspector or Inspector and Level 3, which shall be determined by the Commissioner following consultation with the Union.
- 14.3 A copy of each proposed new or varied Position Description will be forwarded to the Union which may elect to provide a response within 14 days, and the Commissioner shall take any response into account before making a determination. Subject to any orders of the Industrial Relations Commission, a new or varied Position Description will take effect 7 days following written notification to the Union of the Commissioner's determination.
- 14.4 A register of established Operational Support Position Descriptions shall be maintained by both parties. Once established, Position Descriptions may only be varied by the Commissioner, subject to 14.2 and 14.3.

General Conditions for Operational Support Positions

- 14.5 Appointment to Operational Support positions will be determined by merit selection and will be subject to the occurrence of a vacancy.
- 14.5.1 Applications for Operational Support positions shall be called for from eligible employees in Commissioner's Orders, with the closing date of applications to follow four weeks thereafter.
- 14.5.2 In the event that no eligible employees apply for a ComSafe (only) Operational Support Level 1 or Level 2 position at subclause 14.5.1 or that the merit selection process finds those who did apply unsuitable for the ComSafe position in question, applications shall again be called for from eligible employees and, if the Commissioner elects, from all Retained Firefighters with at least 48 months service with the Department as a Retained Firefighter as of the closing date for applications in Commissioner's Orders, with the closing date of applications to follow four weeks thereafter.
- 14.6 Subject to subclause 14.12, the rates of pay for employees occupying Operational Support positions are as specified in Table 2 of Part C, Monetary Rates.
- 14.7 Unless expressly provided elsewhere within this Award, the general conditions of employment for occupants of Operational Support positions shall be the same as those applying to Operational Firefighters generally pursuant to subclauses 1.4 and 1.5 of this Award.
- 14.8 Time spent in an Operational Support position shall count for the minimum periods of service required by Clause 13 Progression and Promotion.
- 14.9 Occupants of Operational Support positions who are temporarily directed to undertake operational firefighting duties and/or attend an incident in the capacity of their substantive operational rank, not their Operational Support position, shall continue to be paid at their Operational Support position's rate of pay.
- 14.9
- a Occupants of Operational Support positions who request and who are permitted to temporarily resume operational firefighting duties shall revert to, and be paid at the rate of, their substantive operational rank for the duration of such resumption. Provided that this subclause shall not apply in the case of interstate and international deployments pursuant to Clause 12a.
- 14.10 The Commissioner, in accordance with subclause 14.3, may decide to advertise a particular position as both an Operational Support Station Officer and Operational Support Level 2, in which case, the Operational Support Level 2 position will be advertised in Commissioner's Orders first. Should no application be received or no candidate found meritorious, then the position will be readvertised in Commissioner's Orders as an Operational Support Station Officer and Operational Support Level 2, in which case, all employees with at least 48 months service may apply, and if successful, be appointed to the classification of Operational Support Level 2 and paid at the Operational Support Station Officer rate of pay as expressed in Table 2 of the Award. Applicants holding the rank of Station Officer may be appointed as either an Operational Support Station Officer or Operational Support Level 2. Applicants holding the rank of Leading Firefighter shall be appointed as an Operational Support Station Officer.
- 14.10.1 In the event that no Station Officer or Leading Firefighter apply for an Operational Support Station Officer position or that the merit selection process finds those who did apply unsuitable for the Operational Support Station Officer position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from all Senior Firefighters with at least 36 months service with Fire and Rescue NSW as a Senior Firefighter as of the closing date for applications.

- 14.10.2 A Senior Firefighter who successfully applies for an Operational Support Station Officer vacancy pursuant to subclause 14.10.1 shall be required to satisfactorily complete the Leading Firefighter Program (pursuant to subclause 13.7.4) prior to their transfer to the station/location and performance of the duties of the vacant Operational Support Station Officer position subject to subclause 7.5.5, provided that a Senior Firefighter who successfully applies for an Operational Support Station Officer position and who then satisfactorily completes the Leading Firefighter Program shall not be progressed to Leading Firefighter and/or promoted to Station Officer until they also satisfactorily complete the Station Officer Program and then subclause 13.15 shall then apply.
- 14.10.3 Senior Firefighters who successfully apply pursuant to subclause 14.10.1 and who subsequently fail to satisfactorily complete the Station Officer Program (pursuant to subclause 13.8.2) within a reasonable time (as stipulated in subclause 13.16) shall be removed from the Program and shall cease to be eligible for such promotion. Nothing shall prevent such employees from re-applying pursuant to subclause 14.10.1.
- 14.10.4 A Senior Firefighter selected pursuant to subclause 14.10.1 will be required to serve a period of 3 years in the position of Operational Support Station Officer, from the date of their transfer pursuant to subclause 7.5.5.
- 14.10.5 A Station Officer or Leading Firefighter selected pursuant to subclause 14.10 will be required to serve a period of 2 years in the position of Operational Support Station Officer, from the date of their transfer.
- 14.10.6 Any occupant chosen for the position of Operational Support Level 2 pursuant to subclause 14.10, shall be released and transferred at rank with 28 days' notice.
- 14.10.7 A Station Officer or Leading Firefighter selected pursuant to subclause 14.10 as an Operational Support Station Officer or a Senior Firefighter selected pursuant to subclause 14.10.1 who applies to transfer during the mandatory serving periods expressed in subclauses 14.10.4 and 14.10.5, shall be transferred at the rank held on transfer to the Operational Support Station Officer position.
- 14.11
- 14.11.1 Subject to 14.11.2, occupants of Operational Support Level 1, Level 2, Level 2a Level 3 and Level 3a positions may with twenty eight days notice elect to relinquish their Operational Support position and resume operational firefighting duties at their substantive rank.
- 14.11.2 An employee who successfully applied for an Operational Support Level 1 or Level 2 position whilst employed as a Retained Firefighter pursuant to subclause 14.5.2 will be required to serve in that Operational Support position for a minimum period of three years during which the provisions of subclause 28.3.5 shall not apply, provided further that transfer to operational firefighting duties shall be subject to the satisfactory completion of the training and/or training competencies specified for progression to *Qualified Firefighter*.
- 14.12 Urban Search and Rescue Training (only) may be delivered by “casual” instructors, who will be paid at the Operational Support Level 2 rate of pay (plus applicable allowances) while performing USAR instructor duties and at their substantive rank’s rate of pay (plus applicable allowances) at all other times.
- 14.13 The classification of Operational Support Inspector shall be restricted to applications from employees holding the rank of Leading Station Officer or Inspector, or otherwise in accordance with subclause 28.7.4 unless the Commissioner decides to advertise a particular position as both an Operational Support Inspector and Operational Support Level 3 position, in which case employees with at least 48 months service and holding the rank of Qualified Firefighter, Senior Firefighter, Leading Firefighter or Station Officer shall also be eligible to apply and shall, if successful, be appointed to the classification of Operational Support Level 3 and paid at the Operational Support Inspector rate of pay.

- 14.14 The classifications of Operational Support Levels 2 and 3 were reclassified for occupants of these positions on 14 November 2014 (only) as Operational Support Levels 2a and 3a.
- 14.15 The occupants of Operational Support Level 2a positions shall remain in place and continue to receive the Operational Support Level 2a rate of pay specified at Table 2 of Part C unless and until:
- 14.15.1 they voluntarily cease to occupy that position; or
 - 14.15.2 they are promoted to either Station Officer or Inspector and elect to remain in place, in which case they shall be reclassified as, and paid at the rate of, Operational Support Level 2; or
 - 14.15.3 they are demoted or cease employment.
- 14.16 The occupants of Operational Support Level 3a positions shall remain in place and continue to receive the Operational Support Level 3a rates of pay specified at Table 2 of Part C unless and until:
- 14.16.1 they voluntarily cease to occupy that position; or
 - 14.16.2 they are promoted to Inspector and elect to remain in place, in which case they shall be reclassified as, and paid at the rate of, Operational Support Inspector; or
 - 14.16.3 they are demoted or cease employment.
- 14.17 The occupant of an Operational Support Level 2a or Level 3a position who involuntarily ceases to hold that position because the position is deleted or because its Position Description is varied to the extent that the position is effectively deleted, shall continue to receive the Operational Support Level 2a or Level 3a rate of pay specified at Table 2 of Part C until the expiration of 12 months, or until they otherwise become entitled to a higher rate of pay, or until they cease employment, whichever occurs first.
- 14.18 Employees with at least 48 months service who otherwise satisfy the requirements of Clause 7 may perform higher duties in any Operational Support Level 1 or Level 2 position, and in any Operational Support position the Commissioner decides is both an Operational Support Inspector and Operational Support Level 3 position.

Ad Hoc ComSafe duties

- 14.19 Off duty employees who are not occupying an Operational Support position in ComSafe and who elect to perform ComSafe duties shall be paid the hourly rate set at Item 20 of Table 3 of Part C of this Award. It is expressly provided that an off duty employee who is not occupying an Operational Support position in ComSafe cannot be directed to perform ComSafe duties.
- 14.20 The hourly rate prescribed at subclause 14.18 is an all-inclusive rate and, notwithstanding anything else prescribed in this Award, employees receiving such rate shall:
- 14.20.1 only be paid for the time actually worked, subject to a minimum payment equivalent to three hours pay on each occasion and to continuous payment for work performed on any calendar day;
 - 14.20.2 be paid the accommodation allowances set at Item 7 of Table 4 of Part C for each day that the distance travelled between the employee's residence and the furthest location where the work is performed exceeds 100 kms and the employee resides away from home (evidence of which may be required prior to payment), and shall not otherwise be entitled to payment or compensation for travelling time or travelling costs or meals and/or accommodation in connection with the work performed;
 - 14.20.3 not be entitled to the payment of overtime in connection with the work performed

15. Training and Staff Development

- 15.1 Employees covered by this Award will complete appropriate training, as specified by the Commissioner from time to time, to improve the productivity and efficiency of the Department's operations.
- 15.2 The appropriate competencies based on relevant skills and qualifications requirements as specified by the Commissioner for each classification level, shall be progressively implemented and shall be subject to an ongoing process of review and evaluation.
- 15.3 Upon request, the Department will consider an application by an employee to attend a course which is appropriate, relevant and recognised by the Department but is not essential for promotion. If approval is granted by the Department for the employee to attend such a course, the employee shall be entitled to the provisions of Clause 16 of this Award.

16. Training Course Attendance Entitlements

- 16.1 The provisions of this Clause shall apply to employees who participate, with Departmental approval, in training programs, examinations or assessments conducted by, on behalf of, or approved by the Department. For the purposes of this Clause, references to "training" or "course" shall be taken to include such examinations or assessments.
- 16.2 Accommodation
- 16.2.1 The Commissioner (or delegate) shall approve appropriate accommodation for an employee, if it can be demonstrated that an unreasonable amount of travelling time and/or distance is involved when travelling to and from the employee's residence to the training venue.
- 16.2.2 Where an employee attends a course within the Greater Sydney Area (GSA), and if the travelling time to and from the training venue exceeds two (2) hours each way (by the approved mode of transport) or if the return distance from the employee's residence to the training venue exceeds 175 kilometres, the employee shall be entitled to appropriate accommodation.
- 16.2.3 Where Departmental accommodation is not provided to an employee with an entitlement to accommodation, the relevant accommodation allowance prescribed by Clause 26, Travelling Compensation shall be paid.
- 16.2.4 Where it is not possible for an employee to travel to the training venue on the first day of the course or where the travelling time would be unreasonable to travel on the first day of the course, the employee shall be entitled to appropriate accommodation on the evening prior to the start of the course. If it is not possible for an employee to travel from the training venue to his or her residence at the conclusion of the course or if the travelling time would be unreasonable, the employee shall be entitled to appropriate accommodation on the evening of the last day of the course. Approval must be obtained from the Commissioner (or delegate) prior to bookings being made.
- 16.2.5 Appropriate accommodation for employees who attend courses outside the GSA shall be determined by the Commissioner (or delegate) having regard to the above criteria.
- 16.2.6 Where the training program requires evening attendance the employee shall be granted appropriate accommodation irrespective of the employee's work location or residential address.
- 16.2.7 Notwithstanding the above, any employee who considers that these criteria would cause undue hardship etc. may make application for special consideration. All such applications will be considered on their individual merits according to the program content and the starting and completion times, on a daily basis.

16.3 Meals

- 16.3.1 Excluding the Recruit Firefighters Program and Departmental training programs/courses which are conducted at Departmental premises which have meal room facilities comparable to those provided at fire stations, all employees attending training programs which extend for a whole day shall be provided with morning/afternoon tea and lunch.
- 16.3.2 Where employees have been granted approval for overnight accommodation and when such accommodation is provided by the Department, expenses reasonably and properly incurred shall be reimbursed in accordance with Clause 26, Travelling Compensation.
- 16.3.3 Employees who are not required to accommodate themselves overnight shall, where appropriate, be paid the relevant meal allowances prescribed by Clause 26, Travelling Compensation.
- 16.3.4 Meal allowances are not payable during times at which an accommodation allowance (as prescribed in subclause 16.2.3 above) has been claimed. A component of the accommodation allowance compensates for the costs associated with breakfast, lunch and evening meals.

16.4 Incidentals

- 16.4.1 Employees who are provided with Departmental accommodation shall be entitled to claim the appropriate incidentals allowance as prescribed by Clause 26, Travelling Compensation.
- 16.4.2 The incidental allowance cannot be claimed for any day during which an accommodation allowance referred to in subclause 16.2.3 above is paid. The incidental allowance forms a component of the accommodation allowance and, amongst other things, recognises the cost associated with personal telephone calls, etc.

16.5 Excess Fares

- 16.5.1 Any employee who incurs additional transport costs while travelling to and from the training venue shall be entitled to have the additional expenses reimbursed. The additional expenses will be calculated on the basis of public transport costs.
- 16.5.2 Where an employee is granted approval to utilise the employee's private vehicle in lieu of public transport, the appropriate specified journey rate, set at Item 1 of Table 4 of Part C, shall be paid in respect of the kilometres travelled in excess of the employee's normal journey to and from work.
- 16.5.3 Where a first class rail service (or its equivalent) is reasonably available, an employee may utilise this service and be reimbursed for the cost of the fare.

16.6 Excess Travelling Time

- 16.6.1 Employees without an accommodation entitlement shall be entitled to compensation for excess travelling time for each day of the course.
- 16.6.2 Employees who accept accommodation shall be entitled to compensation for excess travelling time in respect of the first forward journey to and the last journey from the course venue. Where the course extends beyond one (1) week, employees who return to their residences on weekends shall be entitled to excess travelling time and excess fares for the additional forward and return journeys.
- 16.6.3 Unless special circumstances exist, employees who have an accommodation entitlement, but who decline accommodation, shall only be entitled to compensation for excess travelling time in respect of the first forward journey to and the last journey from the training venue.
- 16.6.4 Compensation shall be in accordance with Clause 26, Travelling Compensation.

16.7 Mode of Transport

- 16.7.1 Employees shall be advised of the approved transport arrangements prior to the commencement of the training program. Such approval shall be based on the most practical and economic means of transport having regard to the entitlements contained in this clause, provided that an employee cannot be directed by the Department to use the employee's private vehicle.
- 16.7.2 Any employee who wishes to use alternative means of transport may only do so with the approval of the Commissioner (or delegate). Such approval must be obtained before travel commences.
- 16.7.3 If approval is granted to travel by an alternative means of transport any entitlements shall be based on the arrangements approved under subclause 16.7.1.

16.8 Relieving Allowances and Other Allowances

- 16.8.1 Attendance at a training program does not in itself attract the payment of relieving allowances. However, any employee in receipt of relieving allowances or other allowances relating to qualifications or work performed at the time the program commences, shall continue to be paid the allowances which would normally be paid. Provided that such allowances shall only be paid for those days on which the employee would normally have been rostered for duty.
- 16.8.2 Relieving employees shall not be paid any additional relieving allowances as a consequence of undertaking a training program.

16.9 Kilometre Allowance

- 16.9.1 The kilometre allowance prescribed by Clause 12, Relieving Provisions, is not payable to employees when they attend a training program.
- 16.9.2 The provisions of subclause 16.5.2 above shall apply to any employee who is granted approval to utilise his or her private vehicle for transport to and from the training venue.

16.10 Attendance at Courses Whilst on Annual or Long Service Leave or Rostered Off Duty

- 16.10.1 Subject to approval by the Department:
- 16.10.1.1 Where an employee elects to attend a course whilst on annual leave or long service leave, he or she will be re-credited with the appropriate leave for the hours spent attending the training course.
- 16.10.1.2 Where an employee elects to attend a course whilst rostered off duty, he or she shall be paid at overtime rates for the hours spent attending the course.
- 16.10.2 Where an employee is directed to attend a course while rostered off duty, he or she may choose to either be paid at overtime rates or be credited with consolidated leave for the hours spent attending the course.
- 16.10.3 All travelling time shall be compensated in accordance with Clause 26, Travelling Compensation.

16.11 Stand Off

- 16.11.1 Where an employee is required by the Department to attend a course, any necessary stand off period shall be granted.

16.12 Payments in Advance

- 16.12.1 Employees attending a training course may, where reasonable and appropriate, elect to be advanced the following payments:
- accommodation allowance (subclause 16.2.3)
 - meal allowances (subclause 16.3.3)
 - incidental allowances (subclause 16.4.1)
- 16.12.2 The advice to employees of course arrangements shall be conveyed in writing and include details of the Centre at which claims for advance payments should be submitted. Submitted claims must include a copy of the relevant approval.
- 16.12.3 Accommodation allowances are only payable when approval is given for an employee to make his or her own accommodation arrangements.

17. Annual Leave

- 17.1 The provisions of subclauses 17.2 to 17.11 inclusive shall not apply to Executive Officers. The provisions of subclauses 17.12 to 17.17 inclusive shall not apply to Operational Firefighters. The provisions of subclause 17.18 shall apply to all employees.

Operational Firefighters

- 17.2 Annual leave to the extent of 190 hours full pay shall accrue to each employee in respect of each completed year of service. This annual leave shall be added to the 91.2 hours on full pay of thirty-eight hour week leave referred to at subclause 8.1, resulting in a combined entitlement of 281.2 hours leave which shall be known as "Annual Leave." Employees shall over a 64 week cycle accrue 344.91 hours of this combined "Annual Leave", 336 hours of which shall be taken in accordance with the leave roster at subclause 17.3, and the residual 8.91 hours of which shall be converted to an annual amount of 7.25 hours per annum which shall be credited to each employee as consolidated leave on the anniversary of the employee's date of commencement of employment as an Operational Firefighter.
- 17.3 The leave roster shall require each employee to be allocated a leave group which shall operate over a 64 week cycle, during which time each employee shall, depending on their particular leave group, either:
- 17.3.1 work 1344 hours over a 32 week period, then take 192 hours of combined annual leave and 38 hour leave over a four week period, then work 1008 hours over a 24 week period, followed by 144 hours of combined annual leave and 38 hours leave over a four week period; or
 - 17.3.2 work 1008 hours over a 24 week period, then take 192 hours of combined annual leave and 38 hour leave over a four week period, then work 1344 hours over a 32 week period, followed by 144 hours of combined annual leave and 38 hours leave over a four week period.
- 17.4 The Department may change an employee's leave group with reasonable notice provided that the following leave adjustments are made in order to ensure that employees conclude each period of "Annual Leave" neither in deficit nor credit for the thirty-eight hour week leave component (only) of their "Annual Leave" balance:
- 17.4.1 If the change of leave group delays the taking of annual leave and would therefore result in the accrual of additional thirty-eight hour week leave then the employee will not accrue that additional leave and will instead be credited with an equal number of hours of consolidated leave; and

- 17.4.2 If the change of leave group causes annual leave to be taken earlier, and before the employee would have accrued sufficient "Annual Leave", then the thirty-eight hour week leave component (only) of the employee's "Annual Leave" balance shall be zeroed at the conclusion of that annual leave period.
- 17.5 Where the commencing date of the rostered period of annual leave occurs whilst an employee is on sick leave and does not return to duty within seven days of such date, the employee concerned shall be entitled to elect whether to proceed immediately on annual leave or to commence annual leave on one of the next six succeeding Fridays.
- 17.6 Employees other than those stationed at Broken Hill or Moree shall on each anniversary of their appointment to the service be credited with 16 hours consolidated leave in addition to the period of annual leave prescribed by subclause 17.2.
- 17.7 Employees stationed at Broken Hill or Moree shall on each anniversary of their appointment to the service be credited with 38.75 hours consolidated leave in addition to the period of annual leave prescribed by subclause 17.2.
- 17.8 The taking of annual leave is subject to Departmental requirements and, when unforeseen circumstances arise, may be rescheduled by authority of the Commissioner, provided that the adjustment mechanism set out at subclause 17.4 shall then apply.
- 17.9 In the event of the termination of the employment of any employee for any cause with less than twelve months' service from the date of the last leave accrued, the employee shall be paid pro rata for leave for each month of service.
- 17.10 Occupants of Operational Support positions may apply in writing to take their annual leave at some other time and, if approved, such leave shall be deemed to have been taken in accordance with the leave roster, provided that:
- 17.10.1 employees' leave balances shall always be adjusted in accordance with the actual hours taken; and
- 17.10.2 employees must take at least four weeks annual leave in each twelve month period; and
- 17.10.3 annual leave taken under this subclause shall be taken either in one consecutive period or two periods which shall be of three weeks and one week respectively, or if the employee and the Department so agree, in either two, three or four separate periods and not otherwise; and
- 17.10.4 up to 410 hours of annual leave may be accrued before the Commissioner may direct an employee to take annual leave at a time convenient to the Department, in which case the Commissioner shall provide the employee at least 28 days notice.
- 17.11 Employees may apply in writing to swap one or more sets of shifts within their next three leave periods, and, if approved, the swapped leave shall be deemed to have been taken in accordance with the employee's own leave group.

Executive Officers

- 17.12 Executive Officers shall accrue annual leave on full pay at the rate of twenty five (25) working days per year.
- 17.13 Executive Officers shall accrue annual leave from month to month only, but for the purpose of calculating annual leave which may be due on the cessation of employment, credit shall be given for periods of service of less than one (1) month.

- 17.14 Executive Officers may accrue annual leave up to a maximum of forty (40) working days. Unless approved otherwise by the Commissioner, the right to take any accrued annual leave in excess of forty (40) working days shall be forfeited.
- 17.15 The Commissioner may direct an Executive Officer to take such leave as is convenient to the workings of the Department.
- 17.16 Executive Officers shall not be granted annual leave for any period of less than a quarter day or in other than multiples of a quarter day.
- 17.17 Where application is made by an employee in writing to the Commissioner that, by reasons of special circumstances, which shall be specified, the Commissioner may authorise, in writing, the taking of annual leave at some other time to be determined by the Commissioner for the purpose of this Award, such leave shall be deemed to have been taken in accordance with the leave roster.

All Employees

- 17.18 Prior to an employee entering upon a period of annual leave, the employee may elect to be paid with respect of the period of leave in one of the following ways:
- 17.18.1 in full when the employee commences the period of leave; or
- 17.18.2 at the same time as the employee's normal pay would have been paid if the worker had remained on duty.

18. Compassionate Leave

- 18.1 In no way restricting the right of the Commissioner to approve leave for compassionate reasons in other circumstances, an employee other than a casual employee, shall be entitled to up to two shifts (or two days in the case of day workers) compassionate leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person as prescribed in subclause 18.3 of this clause.
- 18.2 The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if requested by the employer, provide to the satisfaction of the employer proof of death.
- 18.3 Compassionate leave shall be available to the employee in respect to the death of a person being:
- 18.3.1 a spouse of the employee; or
- 18.3.2 a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and 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
- 18.3.3 a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- 18.3.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 18.3.5 a relative of the employee who is a member of the same household where, for the purposes of this subclause:
- 18.3.5.1 "relative" means a person related by blood, marriage or affinity;
- 18.3.5.2 "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

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

- 18.4 An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- 18.5 Compassionate leave may be taken in conjunction with other leave available under subclauses 22.2, 22.3, 22.4 and 22.5 of the said clause 22. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the Department.

19. Examination and Assessment Leave

- 19.1 Except as specified otherwise by the Commissioner following consultation between the Department and the Union, all examinations and/or assessments required for progression or promotion shall be arranged so that they take place when the employee is normally rostered for duty on day shift.
- 19.2 Where the Department is unable to make the necessary arrangements for an employee to sit an examination/assessment on shift as per subclause 19.1 within two months from the date the employee makes application for assessment, the employee may make arrangements to sit the examination/assessment externally. In such cases, employees shall be entitled to the conditions provided for by Clause 16, Training Course Attendance Entitlements, of this Award. The Department shall notify the employee as early as practicable of its inability to make such necessary arrangements.
- 19.3 An employee sitting for an examination or assessment as per subclause 19.1 shall be granted, prior to the examination or assessment, such paid leave as might reasonably be necessary for attendance at the examination or assessment, including travel.

20. Long Service Leave

- 20.1 Subject also to the provisions of subclause 20.8, Long Service Leave calculated from the date of appointment to the service shall accrue to employees in accordance with the following entitlements:
- 20.1.1 After service for ten years, leave for two months on full pay or four months on half pay.
- 20.1.2 After service in excess of ten years:
- 20.1.2.1 Leave pursuant to subclause 20.1.1; and
- 20.1.2.2 In addition, an amount of leave proportionate to the length of service after ten years, calculated on the basis of five months on full pay or ten months on half pay, for ten years served after service for ten years.
- 20.1.2.3 Long Service Leave shall not include annual leave.
- 20.2 Where the services of an employee with at least five years but less than seven years service are terminated by the Department 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, or by reason of the death of the employee, the employee shall, for five years' service be entitled to one month's leave on full pay and for service after five years to a proportionate amount of leave on full pay calculated on the basis of three months' leave for fifteen years' service.
- 20.3 In the event of the termination of the employment of the employee other than by death, the monetary value of Long Service Leave due, if any, shall be paid to such employee.
- 20.4
- 20.4.1 Approval to take Long Service Leave as provided by this clause shall, subject to the exigencies of the Department, be granted by the Department as and when such leave becomes due (i.e. after seven years) or any time thereafter. Provided that an employee

- shall give notice, in writing, to the Department of their intention to take such leave. The period of notice required prior to the leave being taken is set out in sub clause 20.6.1.
- 20.4.2 Notwithstanding the provisions of subclause 20.6.1, the period of notice referred to in subclause 20.6.1 may be reduced on a case by case basis, subject to the discretion of the Commissioner.
- 20.5 Approval to take Long Service Leave may be deferred by the Commissioner due to Departmental requirements.
- 20.6 An employee may apply to access long service leave for a minimum of their single rostered shift as follows:
- 20.6.1 on full pay having provided one week's notice:
- 20.6.2 on half pay having provided two weeks' notice; or
- 20.6.3 on double pay having provided two weeks' notice.
- 20.7 When an employee takes long service leave, such leave will be deducted as follows:
- 20.7.1 the number of days taken on full pay;
- 20.7.2 half the number of days taken on half pay; or
- 20.7.3 twice the number of days taken on double pay.
- 20.8 Prior to an employee entering upon a period of Long Service Leave, the employee may elect to be paid with respect of the period of leave in one of the following ways:
- 20.8.1 in full when the employee commences the period of leave; or
- 20.8.2 at the same time as the employee's normal pay would have been paid if the worker had remained on duty.
- 20.9 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:
- 20.9.1 employees may apply to take pro-rata Long Service Leave after the completion of seven (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service Leave on resignation or termination.
- 20.9.2 employees may apply to take a period of Long Service Leave at double pay provided that:
- 20.9.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
- 20.9.2.2 The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.
- 20.9.2.3 Other leave entitlements, e.g., recreation leave, sick leave and Long Service Leave will accrue at the single time rate where an employee takes Long Service Leave at double time.
- 20.9.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.

- 20.9.2.5 Where an employee other than an Executive Officer elects to take Long Service Leave at double pay, the minimum & multiple periods of actual absence as prescribed in 20.7 shall apply. Where an Executive Officer elects to take Long Service Leave at double pay, the minimum period of actual absence should be not less than one day.
- 20.9.3 where a public holiday falls during a period of Long Service Leave the employee shall be paid for that day and additionally it shall not be deducted from the period of the leave.
- 20.9.3.1 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- 20.10 Entitlements to Extended Leave (Long Service Leave) pursuant to the *Public Sector Employment and Management Act 2002* shall take effect on and from 5 October 1993, provided that the total years of service will count for the determination of entitlements accruing from that date.

21. Parental Leave

21.1 Definition of Parental Leave

- 21.1.1 For the purposes of this clause, parental leave is maternity leave, Other Parent leave or adoption leave.
- 21.1.2 Maternity leave is taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.
- 21.1.3 Other Parent leave is leave taken by an employee who becomes a parent but is ineligible to be granted either maternity leave or adoption leave but is to be the primary care giver of a child or who wishes to share the child caring duties with their partner.
- 21.1.4 Adoption leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of five (5) years (other than a child who has previously lived continuously with the employee for a period of at least six (6) months or who is a child or step-child of the employee or of the employee's spouse).
- 21.1.5 For the purposes of this clause, "spouse" includes a de facto spouse and a former spouse.

21.2 Entitlement to Parental Leave

- 21.2.1 An employee is entitled to parental leave, as provided by this clause, in connection with the birth or adoption of a child.
- 21.2.2 Maternity Leave - all female employees who do not have the necessary service as prescribed in subclause 21.3.1 for paid Maternity Leave, shall be entitled to unpaid maternity leave of up to fourteen (14) weeks before the expected date of birth of the child.
- 21.2.3 Paid Maternity Leave may be granted to a female employee subject to the following conditions -
- 21.2.3.1 The female employee has applied for Maternity Leave within such time and in such manner as herein set out; and
- 21.2.3.2 Before the expected date of birth has completed not less than forty (40) weeks' continuous service. Paid Maternity Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay from the date Maternity Leave commences.

- 21.2.3.3 In addition to the unpaid or paid Maternity leave referred to in 21.2.2 & 21.2.3.2 respectively, all female employees shall be entitled to a further period of unpaid Maternity leave, provided that the total period of absence on Maternity leave shall not exceed sixty-one (61) weeks.
- 21.2.3.4 The period over which Annual and/or Long Service Leave combined with unpaid Maternity Leave, shall not exceed a total period of two years from the date of birth of the child.
- 21.2.4 Short Adoption Leave is an unbroken period of fourteen (14) weeks of unpaid leave, taken by an employee who does not have the necessary service for paid Adoption Leave as prescribed in subclause 21.3.1, from the time of placement of the child.
- 21.2.5 Paid Adoption Leave may be granted to an employee adopting a child subject to the following conditions:
- 21.2.5.1 The employee has applied for Adoption Leave within such time and in such manner as herein set out; and
- 21.2.5.2 Before the commencement of Adoption Leave the employee has completed not less than forty (40) weeks' continuous service.
- 21.2.5.3 The employee is to be the primary care giver of the child.
- 21.2.5.4 Paid Adoption Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay of Adoption Leave or the period of Adoption Leave taken, whichever is the lesser period.
- 21.2.5.5 In addition to the unpaid or paid Adoption leave referred to in 21.2.4 & 21.2.5 of this subclause respectively, all employees shall be entitled to a further period of unpaid Adoption leave, provided that the total period of absence on Adoption leave shall not exceed sixty-one (61) weeks.
- 21.2.6 Other Parent Leave is a period of up to a maximum of fifty-two (52) weeks of either unpaid or a combination of paid and unpaid parental leave taken from the date of birth of the child, or other termination of the pregnancy. Application for such leave must be made within such time and in such manner as herein set out. Other Parent leave shall consist of -
- 21.2.6.1
- 21.2.6.1.1 an unbroken period of up to one (1) week unpaid leave (short Other Parent leave) at the time of the birth of the child, or other termination of the pregnancy, or
- 21.2.6.1.2 an unbroken period of up to one (1) week on full pay or two (2) weeks on half pay at the time of the birth of the child, or other termination of the pregnancy provided that at such time the employee has completed not less than forty (40) weeks continuous service.
- 21.2.6.2 In addition to the unpaid or paid Other Parent leave referred to in 21.2.6.1, "Other Parent" employees shall be entitled to a further period of unpaid Other Parent leave in order to be the primary care-giver of the child (extended Other Parent leave), provided that the total period of absence on Other Parent leave shall not exceed fifty-two (52) weeks.
- 21.2.7 Except as provided for in subclause 21.2.3 and 21.2.5, Parental Leave shall not extend beyond a period of 1 year after the child was born or adopted.

21.3 Length of service for eligibility

- 21.3.1 A female employee is entitled to paid maternity leave or, in the case of both male and female employees, paid Other Parent or adoption leave only if the employee has had at least 40 weeks' continuous service.
- 21.3.2 There is no minimum period of employment for eligibility for unpaid parental leave.
- 21.3.3 Continuous service is service under one or more unbroken contracts of employment, including:
- 21.3.3.1 any period of authorised leave or absence, and
 - 21.3.3.2 any period of part-time work.
 - 21.3.3.3 full or part time service within the Public Service or within a Public Sector organisation listed in the schedules attached to the *Transferred Officers Extended Leave Act 1961* and in appendices A and B contained in the Personnel Handbook published by the DPE.

21.4 Notices and Documents required to be given to Commissioner

21.4.1 Maternity leave

The notices and documents to be given to the Commissioner for the purposes of taking maternity leave are as follows:

- 21.4.1.1 The female employee should give at least 8 weeks' written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances),
- 21.4.1.2 The female employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which the employee proposes to start and end the period of leave,
- 21.4.1.3 The female employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee is pregnant and the expected date of birth.

21.4.2 Other Parent leave

The notices and documents to be given to the Commissioner for the purposes of taking Other Parent leave are as follows:

- 21.4.2.1 In the case of extended Other Parent leave, the employee should give at least 10 weeks written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances),
- 21.4.2.2 The employee must, at least 4 weeks before proceeding on leave, give notice of the dates on which the employee proposes to start and end the period of leave,
- 21.4.2.3 The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee's spouse is pregnant and the expected date of birth,
- 21.4.2.4 In the case of extended Other Parent leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - 21.4.2.4.1 any period of maternity leave sought or taken by their spouse, and

21.4.2.4.2 that they are seeking that period of extended Other Parent leave to become the primary care-giver of a child.

21.4.3 Adoption leave

The notices and documents to be given to the Commissioner for the purposes of taking adoption leave are as follows:

21.4.3.1 In the case of extended adoption leave, the employee should give written or oral notice of any approval or other decision to adopt a child at least 10 weeks before the expected date of placement (unless it is not reasonably practicable to do so in the circumstances),

21.4.3.2 The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least 14 days before proceeding on leave,

21.4.3.3 The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes,

21.4.3.4 In the case of extended adoption leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

21.4.3.4.1 any period of adoption leave sought or taken by his or her spouse, and

21.4.3.4.2 that the employee is seeking that period of extended adoption leave to become the primary care-giver of a child.

21.4.4 An employee does not fail to comply with this clause if the failure was caused by:

21.4.4.1 the child being born (or the pregnancy otherwise terminating) before the expected date of birth, or

21.4.4.2 the child being placed for adoption before the expected date of placement, or

21.4.4.3 other compelling circumstances.

In the case of the birth of a living child, notice of the period of leave is to be given within two (2) weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within two (2) weeks after the placement of the child.

21.4.5 An employee must notify the Commissioner of any change in the information provided under this clause within two (2) weeks after the change.

21.4.6 If required by the Commissioner, an employee who applies for Parental Leave is to give the Commissioner a statutory declaration, or enter into an agreement with the Commissioner, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

21.5 Continuity of service

Parental leave does not break an employee's continuity of service, but subject to subclauses 21.5.1, 21.5.2 and 21.5.3, is not to be taken into account in calculating an employee's period of service for any other purposes.

- 21.5.1 Any period of paid Adoption, paid Maternity or paid Other Parent Leave shall count as full service for the purposes of determining progression either within a classification or from one classification to another. However, unpaid Parental Leave shall not count as service for determining such progression.
- 21.5.2 Adoption Leave on full pay, Maternity Leave at full pay and Other Parent Leave at full pay shall count as full service for the purposes of determining all forms of leave.
- 21.5.3 Unpaid Parental Leave shall not count as service for determining any form of leave entitlement, except for Long Service Leave (Extended Leave) in cases where at least ten (10) years of service has been completed and unpaid Parental Leave does not exceed six (6) months.
- 21.6 Simultaneous taking of Parental Leave
- Subject to subclause 21.20.1.1, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 21.6.1 For maternity and Other Parent leave, an unbroken period of up to one week at the time of the birth of the child;
- 21.6.2 For adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.
- 21.7 Cancellation of Parental Leave
- 21.7.1 Before starting leave
- Parental leave applied for but not commenced is automatically cancelled if:
- 21.7.1.1 the employee withdraws the application for leave by written notice to the Commissioner, or
- 21.7.1.2 the pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.
- 21.7.2 After starting leave
- If:
- 21.7.2.1 the pregnancy of the employee or the employee's spouse terminates other than by the birth of a living child while the employee or spouse is on parental leave, provided:
- 21.7.2.1.1 if a child is still-born the female employee may elect to take available sick leave or maternity leave;
- 21.7.2.1.2 in the event of a miscarriage any absence from work is to be covered by the current sick leave provisions; or
- 21.7.2.2 the child in respect of whom an employee is then on parental leave dies, or
- 21.7.2.3 the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue,
- the employee is entitled to resume work at a time nominated by the Commissioner within 2 weeks after the date on which the employee gives the Commissioner a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

- 21.7.3 This provisions of subclause 21.7 do not affect an employee's entitlement to special maternity leave or special adoption leave.
- 21.8 Parental Leave and other Leave
- 21.8.1 An employee may take any annual leave, long service leave (extended leave) or consolidated leave to which the employee is entitled instead of or in conjunction with parental leave.
- 21.8.2 However, the total period of leave cannot be so extended beyond the maximum period of parental leave authorised by this clause.
- 21.8.3 The maximum period of parental leave authorised by this clause is reduced by any period of paid sick leave taken by the employee while on maternity leave.
- 21.8.4 Any paid absence authorised by law or by an award, enterprise agreement or contract of employment is not available to an employee on parental leave, except if the paid absence is:
- 21.8.4.1 annual leave, long service leave (extended leave) or consolidated leave, or
- 21.8.4.2 in the case of maternity leave - sick leave.
- 21.9 Employee and Commissioner may agree to interruption of parental leave by return to work
- 21.9.1 An employee on parental leave may, with the agreement of the Commissioner, break the period of leave by returning to work for the Department, provided that:
- 21.9.1.1 A female employee who gives birth to a living child shall not resume duty until six (6) weeks after the birth of the child unless special arrangements for early return are made at the request of the female employee and supported by a certificate from a qualified medical practitioner;
- 21.9.1.2 A female employee who has returned to full-time duty after less than her full entitlement to maternity leave, shall be entitled to revert to maternity leave either on a full-time or part-time basis if she so elects. This election may be exercised only once and a minimum of four (4) weeks notice (or less if acceptable to the Commissioner) of her intention to resume maternity leave must be given.
- 21.9.2 The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this clause.
- 21.10 Extension of period of Parental Leave
- 21.10.1 An employee may extend the period of parental leave once only by giving the Commissioner notice in writing of the extended period at least fourteen (14) days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this clause.
- 21.10.2 Subject to the provisions of subclause 21.20, an employee may extend the period of parental leave at any time with the agreement of the Commissioner. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this clause.
- 21.10.3 This section applies to an extension of leave while the employee is on leave or before the employee commences leave.

21.11 Shortening of period of Parental Leave

An employee may shorten the period of parental leave with the agreement of the Commissioner and by giving the Commissioner notice in writing of the shortened period at least fourteen (14) days before the leave is to come to an end.

21.12 Return to work after Parental Leave

21.12.1 An employee returning to work after a period of parental leave is entitled to be employed in:

21.12.1.1 the classification (if possible, at the same location) held by the employee immediately before proceeding on that leave, or

21.12.1.2 if the employee was transferred to a safe job before proceeding on maternity leave - the classification (if possible, at the same location) held immediately before the transfer.

21.12.2 If the classification no longer exists but there are other classifications available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a classification as comparable as possible in status and pay to that of the employee's former classification.

21.12.3 The provisions of subclause 21.12 extend to a female employee returning to work after a period of Special maternity leave and sick leave.

21.13 Payment

21.13.1 Payment for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Maternity Leave may be made -

21.13.1.1 in advance in a lump sum; or

21.13.1.2 on a normal fortnightly basis, and shall be at the same hourly rate as the rate paid for other forms of paid leave, and may include payment of a higher duties allowance if the employee;

21.13.1.2.1 has acted in the higher position for a period in excess of one year; and

21.13.1.2.2 the period of higher duties relief continues up to the day prior to the employee's departure on maternity leave; and

21.13.1.2.3 the higher duties relief is at the full difference in pay.

21.13.2 Payment to eligible employees for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Adoption Leave may be made -

21.13.2.1 in advance in a lump sum; or

21.13.2.2 on a normal fortnightly basis.

21.14 Commissioner's Obligations

21.14.1 Information to Employees

On becoming aware that an employee (or an employee's spouse) is pregnant, or that an employee is adopting a child, the Commissioner must inform the employee of:

21.14.1.1 the employee's entitlements to parental leave under this clause, and

21.14.1.2 the employee's obligations to notify the Commissioner of any matter under this clause.

21.14.2 Records

The Commissioner must keep, for at least six (6) years, a record of parental leave granted under this clause to employees and all notices and documents given under this clause by employees or the Commissioner.

21.15 Termination of Employment because of Pregnancy etc.

21.15.1 The Commissioner must not terminate the employment of an employee because:

21.15.1.1 the employee is pregnant or has applied to adopt a child, or

21.15.1.2 the employee has given birth to a child or has adopted a child, or

21.15.1.3 the employee has applied for, or is absent on, parental leave but otherwise the rights of the Commissioner in relation to termination of employment are not affected by this clause.

21.15.2 For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was a substantial and operative reason for termination.

21.15.3 This clause does not affect any other rights of a dismissed employee.

21.16 Replacement employees

21.16.1 A replacement employee is a person who is specifically employed as a result of an employee proceeding on parental leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).

21.16.2 Before a replacement employee is employed, the Commissioner must inform the person of the temporary nature of the employment and of the rights of the employee on parental leave to return to work.

21.16.3 A reference in this clause to an employee proceeding on leave includes a reference to a pregnant employee exercising a right to be transferred to a safe job.

21.17 Transfer to a Safe Job

21.17.1 This subclause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the Commissioner under the *Occupational Health and Safety Act 2000*.

21.17.2 The Commissioner is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to risk as follows -

21.17.2.1 Where a female employee is confirmed pregnant she is to notify the Officer-in-Charge as soon as possible who will, in turn, direct that she be withdrawn from operational firefighting duties;

21.17.2.2

21.17.2.2.1 The standard issue uniform is to be worn by members until the pregnancy becomes apparent prior to the birth and from the tenth week, if practicable, following the birth.

21.17.2.2.2 Employees will be provided with a maternity uniform for use when appropriate.

21.17.2.3 An employee on maternity leave who gives birth to a living child shall not resume operational firefighting duties until thirteen (13) weeks have elapsed after the birth of the child unless a special request for early return is made by the employee supported by a medical certificate from a qualified medical practitioner, subsequently endorsed by the Department's occupational physician.

21.17.2.4 Duties other than fire fighting may be undertaken after six (6) weeks following the birth of the child, if endorsed by the occupational physician.

21.17.2.5

21.17.2.5.1 Upon withdrawal from operational firefighting duties alternate work of a suitable nature is to be provided.

21.17.2.5.2 Allocation of duties will be determined by the Department following consultation between the Department's Occupational Health Physician, the employee's Officer-in-Charge and the employee.

21.17.3 If such an adjustment is not feasible or cannot reasonably be required to be made, the Commissioner is to transfer the employee to other work where she will not be exposed to that risk.

21.17.4 If such a transfer is not feasible or cannot reasonably be required to be made, the Commissioner is to grant the employee maternity leave under this clause (or any available paid sick leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

21.18 Special Maternity Leave and Sick Leave

If the pregnancy of an employee not then on maternity leave terminates before the expected date of birth (other than by the birth of a living child) or she suffers illness related to her pregnancy:

21.18.1 the employee is entitled to such period of unpaid leave (to be known as special maternity leave) as a medical practitioner certifies to be necessary before her return to work, or

21.18.2 the employee is entitled to such paid sick leave (either instead of or in addition to special maternity leave) as she is then entitled to and as a medical practitioner certifies to be necessary before her return to work.

21.19 Special Adoption Leave

An employee who is seeking to adopt a child is entitled to up to two (2) days unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure. This leave may also be granted from a credit of consolidated leave.

21.20 Right to request

21.20.1 An employee entitled to parental leave may request the employer to allow the employee:

- 21.20.1.1 to extend the period of simultaneous parental leave up to a maximum of eight weeks;
 - 21.20.1.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- to assist the employee in reconciling work and parental responsibilities.
- 21.20.2 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.
 - 21.20.3 Employee's request and the employer's decision to be in writing:

The employee's request and the employer's decision made under 21.20.1.1 and 21.20.1.2 must be recorded in writing.

21.21 Communication during parental leave

- 21.21.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - 21.21.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - 21.21.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 21.21.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken and whether the employee intends to return to work.
- 21.21.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 21.21.1.

22. Carer's Leave

22.1 Use of Sick Leave -

- 22.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 22.1.3.2, who needs the employee's care and support shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for at Clause 23 of this Award, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 22.1.2 The employee shall, if required, establish, 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. In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- 22.1.3 The entitlement to use sick leave in accordance with this clause is subject to:
 - 22.1.3.1 the employee being responsible for the care of the person concerned; and
 - 22.1.3.2 the person concerned being:

- 22.1.3.2.1 a spouse of the employee; or
- 22.1.3.2.2 a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and 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
- 22.1.3.2.3 a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- 22.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 22.1.3.2.5 a relative of the employee who is a member of the same household where, for the purposes of this subclause:
 - 22.1.3.2.5.1 "relative" means a person related by blood, marriage or affinity;
 - 22.1.3.2.5.2 "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - 22.1.3.2.5.3 "household" means a family group living in the same domestic dwelling.

22.1.4 An employee shall, wherever practicable, give the Department notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their 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 Department by telephone of such absence at the first opportunity on the day of absence.

22.2 Unpaid Leave for Family Purpose -

- 22.2.1 An employee may elect, with the consent of the Department, to take unpaid leave for the purpose of providing care and support to a class of person, as set out in subclause 22.1.3.2, who is ill.

22.3 Annual Leave -

- 22.3.1 An employee may elect, with the consent of the Department, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five (5) days in any calendar year at a time or times agreed upon by the Department and the Union.

22.4 Time Off in Lieu of Payment for Overtime -

- 22.4.1 An employee may elect, with the consent of the Department, to take time off in lieu of payment for overtime at a time or times agreed upon with the Department within twelve (12) months of the said election.
- 22.4.2 Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- 22.4.3 If having elected to take time as leave, in accordance with subclause 22.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the (twelve) 12 month period or on termination.
- 22.4.4 Where no election is made in accordance with subclause 22.4.1, the employee shall be paid their overtime in accordance with this Award.

22.5 Make-up Time -

- 22.5.1 An employee may elect, with the consent of the Department, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in this Award, at the ordinary rate of pay.
- 22.5.2 An employee on shift work may elect, with the consent of the Department, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

23. Sick Leave

- 23.1 The management of sick leave by the Department will be underpinned by an Attendance Management System that seeks to support employees in maintaining their health and recovering from illness or incapacity, and ensuring that sick leave is used only for legitimate purposes.
- 23.2 In every case of illness or incapacity sustained by an employee whilst off duty, the following conditions shall apply.
- 23.3 Such employee shall, as soon as practicable, inform their immediate supervisor of such inability to attend for duty and, as far as possible, shall state the estimated duration of their absence.
- 23.4 Subject to the provisions of subclause 23.8, such employee shall forward to the Department's Health and Safety Branch by Electronic Self Service (ESS), a medical certificate stating the nature of the illness or incapacity and, if known, the date the employee is fit to resume duty. If a medical certificate does not specify the date the employee is fit to resume duty, the employee must, before being entitled to resume duty, forward a further medical certificate to the effect that the employee has recovered from the illness or incapacity and is fit for duty, unless the employer dispenses with this requirement. The Health and Safety Branch shall ensure that personal medical information provided pursuant to this clause is not disclosed to any employees of the Department outside of the Health and Safety Branch.
- 23.5 If so required, such employee shall submit to examination by the Department's medical officer.
- 23.6 Every employee who is absent from duty for a period of more than twenty-eight days shall be examined by the Department's medical officer or a medical officer nominated by the Department and must be certified by such medical officer as fit for duty prior to being permitted to resume duty. An employee who is required to attend the Department's medical officer or nominated medical officer shall be reimbursed any out of pocket expenses reasonably and necessarily incurred. The Department shall meet the cost of any such consultation.
- 23.7 The granting of sick leave, the duration thereof and the pay, if any, for the same shall be on the following basis:
- 23.7.1 One hundred and forty-four hours on full pay in any one year.
- 23.7.2 Effective 17 February 1997, the sick leave prescribed in 23.7.1 shall be fully cumulative less any sick leave taken.
- 23.7.3 Sick leave beyond the scale provided for shall be sick leave without pay.
- 23.7.4 Sick leave is intended to be allowed in respect of absences from duty caused by ordinary illness or incapacity for duty as the result of an illness or injury sustained whilst off duty. When the incapacity is due to organised sporting activity or paid work, unconnected with the Department, any sick leave payment shall take into account any benefit in the nature of sick leave or workers compensation payments the employee concerned receives from the body organising the sporting activity or paid work, but to the extent of such benefit, the employee's sick leave entitlement shall not be affected.

- 23.7.5 Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement previously has been exhausted, or whose right to sick leave is not established, the Department may deduct the amount overpaid from the salary of the employee concerned in the next pay period or, if such a deduction would cause hardship, in accordance with the provisions of subclause 6.15 of this Award.
- 23.7.6 Recruit Firefighters shall be eligible for sick leave. However, such employees shall only be entitled to use up to and including 72 hours of sick leave.
- 23.7.7 When the incapacity is due to a cause which would entitle an employee to workers' compensation, the Department shall pay the difference between the amount of workers' compensation payment and the ordinary rate of pay of the employee concerned. The employee's entitlement for sick leave arising from ordinary illness shall not be affected.
- 23.7.8 The employee shall prove to the satisfaction of the Department, or, in the event of a dispute, to the satisfaction of the Industrial Relations Commission, that the employee was unable, on account of such illness or incapacity, to attend for duty on that day or days for which sick leave is claimed. Payment shall not be allowed for such leave until this condition is fulfilled. A medical certificate tendered in support of such claim shall state the illness or incapacity, and that the employee was prevented by such illness or incapacity from attending for duty on the day or days for which sick leave is claimed.
- 23.8 Employees are entitled to take unsupported sick leave absences, where no medical certificate is required, subject to the following provisions:
- 23.8.1 Such absences may not exceed 3 separate occasions in any calendar year, where an 'occasion' shall be a shift or part of a shift (or in the case of Executive Officers, 3 separate days in any calendar year; and
- 23.8.2 Such absences may not be taken on consecutive days; and
- 23.8.3 Such absences may not be taken on public holidays; and
- 23.8.4 Such absences may not be taken in relation to any matter that may be covered by workers' compensation.

Commitment to Reduction in Sick Leave Levels

- 23.9 The Parties to this Award are committed to ensuring a reduction in the cost associated with sick leave.
- 23.10 To ensure that sick leave levels are reduced, the Parties have agreed to implement a policy for the management of employee absence relating to personal illness and injury.
- 23.11 It is accepted that the Attendance Management Policy for Permanent Firefighters will place the Parties to this Award, including all employees covered by the Award, under an obligation to effectively manage sick leave in order to achieve the targeted reduction. To that end, the Parties will work co-operatively to ensure the implementation and success of the Attendance Management Policy for Permanent Firefighters.

Review Mechanisms

- 23.12 During the life of the Award, the Department and the Union will, at regular intervals, monitor and review the operation of the Attendance Management Policy for Permanent Firefighters and the data on reduction in average sick leave levels.
- 23.13 At each review the Department and the Union will assess progress against sick leave reduction targets.

- 23.14 Subject to clause 23.15, if targets are not being met the Department will, after consultation with the Union, identify and implement the additional measures required to meet the targets and will vary the Attendance Management Policy for Permanent Firefighters accordingly.
- 23.15 In the event of a dispute as to a proposed variation, then provided the Union notifies a dispute within 7 days, the issue as to any proposed variation will be dealt with by the Industrial Relations Commission and during that process the status quo in regards to sick leave then applying will operate unless otherwise varied or altered by the Commission.

Executive Officer entitlements

- 23.16 Sick Leave on full pay accumulates at the rate of fifteen (15) days each calendar year, and any such accrued leave not taken is fully cumulative.
- 23.17 For the purpose of subclause 23.16 "service" means continuous service.

23A. Domestic and Family Violence Leave

- 23a.1 The definition of domestic violence is found in clause 4, Definitions of this Award;
- 23a.2 Employees experiencing domestic violence are entitled to 10 days paid domestic and family violence leave per calendar year (non-cumulative and able to be taken in part-days, single days, or consecutive days). The leave is to be available for employees experiencing domestic and family violence, for purposes including:
- 23a.2.1 seeking safe accommodation;
 - 23a.2.2 attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
 - 23a.2.3 attending court and other legal proceedings relating to their experience of domestic and family violence;
 - 23a.2.4 organising alternative care or education arrangements for their children; or
 - 23a.2.5 other related purposes approved by the employer.
- 23a.3 The leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
- 23a.4 When approving leave, Fire and Rescue NSW needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require proof such as:
- 23a.4.1 an agreed document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession;
 - 23a.4.2 a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or
 - 23a.4.3 a medical certificate.
- 23a.5 Part-time employees will be entitled to the leave on a pro-rata basis.
- 23a.6 Where the entitlements provided by this clause have been exhausted, other available leave entitlements provided for under this Award may be applied for by employees experiencing domestic and family violence.
- 23a.7 Personal information concerning domestic violence will be kept confidential by the Department.

- 23a.8 The Department, 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.

24. Special Leave for Union Activities

24.1 Attendance at Union Conferences/Meetings

- 24.1.1 Employees who are members of the Union and accredited by the Union as a delegate are entitled to special leave with pay to attend the following:

- 24.1.1.1 annual or bi-annual conferences of the Union; and
- 24.1.1.2 annual conferences of the United Firefighters Union of Australia; and
- 24.1.1.3 meetings of the Union's Executive/Committee of Management; or
- 24.1.1.4 annual conference of Unions NSW; or
- 24.1.1.5 bi-annual conference of the Australian Council of Trade Unions.

- 24.1.2 While there is no limit on special leave for Union activities, such leave is to be kept to a minimum and is subject to the employee:

- 24.1.2.1 establishing accreditation as a delegate with the Union; and
- 24.1.2.2 providing sufficient notice of absence to the Department; and
- 24.1.2.3 lodging a formal application for special leave.

- 24.1.3 Such leave is also subject to the Union:

- 24.1.3.1 providing documentary evidence to the Department about an accredited delegate in sufficient time to enable the Department to make arrangements for performance of duties; and
- 24.1.3.2 meeting all travelling, accommodation and any other costs incurred for the accredited delegate; and
- 24.1.3.3 providing the Department with confirmation of attendance of the accredited delegate.

- 24.1.4 Providing the provisions of this clause are satisfied by both the employee and the Union, the Department shall:

- 24.1.4.1 release the accredited delegate for the duration of the conference or meeting;
- 24.1.4.2 grant special leave (with pay); and
- 24.1.4.3 ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

24.1.5 Period of Notice

- 24.1.5.1 Generally, dates of conferences or meetings are known well in advance and it is expected that the Department would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

- 24.1.5.2 Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the Department as soon as advice of the meeting is received by the accredited delegate.

24.1.6 Travel Time

- 24.1.6.1.1 Where a delegate has to travel to Sydney, inter or intra State, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

- 24.1.6.1.2 No compensation is to be provided if travel can be and is undertaken on an accredited delegate's non-working day or before or after his/her normal hours of work.

24.1.7 Payment

- 24.1.7.1 Employees entitled to special leave in terms of this clause shall, for such special leave, receive their normal rate of pay. Provided that for the purpose of this clause "normal rate of pay" will include allowances, except for the Relieving Allowance set at Item 16 of Table 3 of Part C.

24.1.8 Special leave in terms of this clause shall count as service for all purposes.

24.1.9 Availability of Special Leave

- 24.1.9.1 Special leave shall not be available to employees whilst they are rostered off duty or on any period of other leave.

24.2 Attendance at Courses/Seminars Conducted or Supported by TUEF

24.2.1 Except where inconsistent with the provisions of subclause 24.2, the provisions of subclause 24.1 of this clause shall also apply for attendance at courses or seminars conducted or supported by the Trade Union Education Foundation (TUEF).

24.2.2 Up to a maximum of 12 days in any period of two years may be granted to employees who are members of the Union.

24.2.3 The grant of leave to attend courses or seminars conducted or supported by TUEF, is subject to the following conditions:

- 24.2.3.1 Departmental operating requirements permit the grant of leave and the absence does not result in working of overtime by other employees;

- 24.2.3.2 Expenses associated with attendance at such courses or seminars, e.g. fares, accommodation, meal costs, etc., will be required to be met by the employee concerned but, subject to the maximum prescribed in subclause 24.2.2., special leave may include travelling time necessarily required during working hours to attend courses or seminars;

- 24.2.3.3 Applications for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such a course or seminar and supports the application.

25. Court Attendance Entitlements

25.1 The provisions of this clause shall apply to employees attending Court and related conferences as a:

- 25.1.1 result of the duties performed by the employee in the employee's position with the Department, including attendance at an incident.

- 25.1.2 witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.
- 25.1.3 witness in a private capacity.
- 25.2 Attendance at Court as a result of the duties performed by an employee in the employee's position with the Department, including attendance at an incident.
- 25.2.1 Such attendance shall be regarded as attendance in an Official Capacity and uniform must be worn.
- 25.2.2 The employee is entitled to be reimbursed for all expenses reasonably and necessarily incurred in excess of any reimbursement for expenses paid by the Court. Any such claim shall be in accordance with Clause 26, Travelling Compensation. Other than as provided by subclause 25.2, employees are not entitled to claim nor retain any monies as witness' expenses. Any monies received, other than reimbursement of expenses actually and necessarily incurred, shall be paid to the Department.
- 25.2.3 Where the employee is required to attend while off duty, overtime shall be paid from the time of arrival at the Court to the time of departure from the Court. Travelling time shall be compensated in accordance with Clause 26, Travelling Compensation. Where approval has been given to the employee to use the employee's private vehicle, employees shall be entitled to receive the appropriate Specified Journey Rate prescribed at Item 1 of Table 4 of Part C. All public transport costs, reasonably and necessarily incurred, shall be fully reimbursed.
- 25.2.4 Where the employee receives a subpoena or notification of a requirement to attend Court, the employee must ensure that the Officer-in-Charge is informed of those commitments immediately. As far as is practicable, employees who are required to attend Court in an Official Capacity shall do so free from their ordinary duties and responsibilities.
- 25.2.5 The following provisions are to apply to ensure that employees attending Court are given adequate time free from duty to meet Court commitments:-
- 25.2.5.1 Day Shift
- Where an employee is rostered to work a day shift arrangements must be made within the normal protocol for the employee to be relieved whilst attending Court.
- 25.2.5.2 Night Shift
- An employee required to attend Court shall not be rostered for duty on the night shift which ceases on the day of the Court proceedings. When the employee is released from duty at the Court, and if required to report for duty that evening, such duty shall not commence until an eight hour break has been taken, pursuant to subclause 9.10 of Clause 9, Overtime.
- 25.2.6 Where the employee is recalled to duty to attend Court while on Annual or Long Service Leave:
- 25.2.6.1 For each day or part thereof, such employee may elect to be re-credited with a full days leave or to be paid a minimum of eight hours at the rate of time and one half (i.e., half time in addition) for the first two hours and double time (i.e., time in addition) thereafter.
- 25.2.6.2 Time worked in excess of eight hours on any recall to duty during annual or long service leave shall be compensated at the rate of double time. The calculation of time worked for the purpose of calculating double time shall commence from the time duty commences at Court until the employee is excused from the Court.

- 25.2.6.3 Where the combined period of travelling time and Court attendance is less than or equal to eight hours, travelling time is included in the minimum payment prescribed in subclause 25.2.6.1. Where the combined period of Court attendance and travelling time exceeds eight hours, the excess travelling time shall be compensated for in terms of Clause 26, Travelling Compensation.
- 25.2.7 Where an employee is subpoenaed to attend Court while on Sick Leave it is the responsibility of the employee to ensure that the circumstances are communicated to the Court. If the employee is still required to and does attend Court, the sick leave debited for that period will be re-credited and the entitlement to reimbursement of expenses referred to above shall apply.
- 25.2.8 "Stand-By"
- 25.2.8.1 "Stand-By" for the purposes of this clause only, means a period when an employee is required to be immediately available, upon notice, to attend Court.
- 25.2.8.2 Where an employee is required to be on stand-by during a shift or, during any period when the employee is rostered off duty, the employee must, as soon as the requirement is known, advise his/her Officer-in-Charge.
- 25.2.8.3 Written confirmation from the Court of such necessity to be on Stand-By must also be provided.
- 25.2.8.4 Where an employee is rostered off-duty and is on Stand-By, the employee shall be entitled to be paid the appropriate amounts set at Item 18 of Table 3 of Part C.
- 25.3 Where an Employee Attends Court as a Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.
- 25.3.1 Employees shall be granted special leave of absence with pay for the period they are necessarily absent from duty, and shall pay to the Department all monies paid to them as witnesses, other than monies paid as a reimbursement of out of pocket expenses incurred by them in consequence of being so subpoenaed.
- 25.4 Where an Employee Attends Court in a Private Capacity, (i.e., not subpoenaed by the Crown).
- 25.4.1 Employees shall be granted leave of absence without pay for the period they are necessarily absent from duty or, if they so desire, may apply for consolidated leave and, in either case, may retain monies paid to them as witnesses.

26. Travelling Compensation

26.1 Excess Travelling Time

When an Operational Firefighter is required to travel outside their normal hours of duty the Operational Firefighter may apply for payment for excess time spent travelling, subject to the following:

- 26.1.1 If the travel is on a non-working day and is undertaken by direction of the Commissioner or an authorised officer, the Operational Firefighter is entitled to the benefit of subclause 26.1.
- 26.1.2 Where the travel is on a working day, the excess time spent travelling before the normal commencing time or after the normal ceasing time, rounded to the lower quarter hour, shall be counted for the benefit of subclause 26.1.
- 26.1.3 Payment for excess travelling time on both a working day and a non-working day shall be at the Operational Firefighter's ordinary rate of pay on an hourly basis (calculated by dividing the "Per Week" rate of pay by 40) subject to a ceiling of the hourly rate of pay of a Station Officer set at Item 3 of Table 4 of Part C.

26.1.4 Where the Operational Firefighter has travelled overnight but has been provided with sleeping facilities, the travelling time shall not include travel between 2300 hours on one day and 0730 hours on the next day.

26.1.5 Travelling time does not include time spent:

- 26.1.5.1. travelling on permanent transfer where the transfer involves promotion with increased salary; or as a consequence of a breach of discipline by the employee; or is at the employee's request; or is under an arrangement between employees to exchange positions;
- 26.1.5.2 travelling by ship on which meals and accommodation are provided; or
- 26.1.5.3 taking a meal when the employee stops a journey to take the meal.

26.1.6 Travelling time shall be calculated by reference to the use of the most practical and economic means of transport.

26.1.7 Payment will not be made or allowed for more than eight (8) hours in any period of twenty four (24) hours.

26.2 Waiting Time

When an Operational Firefighter qualifies for the benefit of Excess Travelling Time, necessary waiting time is to be counted as Travelling Time calculated as follows:

26.2.1 Where there is no overnight stay with accommodation at a centre away from the employee's residence or normal work location, one hour shall be deducted from:

- 26.2.1.1 the time between arrival at the centre and the commencement of duty; and
- 26.2.1.2 the time between ceasing duty and the time of departure from the centre.

26.2.2 Where overnight accommodation is provided, any time from arrival until departure shall not count as waiting time except as follows:

- 26.2.2.1 if duty is performed on the day of arrival, the time less one hour between arrival and the commencement of duty; and
- 26.2.2.2 if duty is performed on the day of departure, the time less one hour from the completion of duty to departure; or
- 26.2.2.3 if no duty is performed on day of departure the time after 0830 hours until departure.

26.3 Meal Allowances

26.3.1 When an employee is required to perform official duty at a temporary work location and is not required to reside away from home (a one day journey), the employee shall be eligible to be paid the following meal allowances subject to the following conditions:

- 26.3.1.1 For breakfast when required to commence travel at/or before 0600 hours and at least one and a half hours before the normal commencing time, the amount set at Item 4 of Table 4 of Part C.
- 26.3.1.2 For lunch when, by reason of the journey, an employee is unable to take lunch at the place or in the manner in which the employee ordinarily takes lunch and is put to additional expense, the amount set at Item 5 of Table 4 of Part C or an amount equivalent to the additional expense, whichever is the lesser.

- 26.3.1.3 For an evening meal when required to work or travel until or beyond 1830 hours and at least one and a half hours after the ordinary ceasing time, an amount set at Item 6 of Table 4 of Part C.
- 26.3.1.4 Meal Allowances shall not be paid where the employee is provided with an adequate meal.

26.4 Accommodation Allowances

When an employee is required to perform official duty at a temporary work location which requires the employee to reside away from home and the employee is not provided with accommodation by the Government, the employee shall be eligible to be paid the following accommodation (sustenance) allowances subject to the conditions set out below:

26.4.1 For the first 35 calendar days, the appropriate amounts set at Item 7 of Table 4 of Part C; or

26.4.2 The actual necessary expenses for meals and accommodation (actuals), together with incidental expenses as appropriate, set at Item 8 of Table 4 of Part C. The necessary expenses do not include morning and afternoon tea.

26.4.3 After the first 35 calendar days and for up to six months an employee shall be paid an allowance at the rate set at Item 9 of Table 4 of Part C provided the allowance paid to an employee, temporarily located in Broken Hill, shall be increased by 20%. The allowance is not payable in respect of:

- 26.4.3.1 Any period during which the employee returns home on weekends or public holidays commencing with the time of arrival at the residence and ending at the time of departure from the residence; or
- 26.4.3.2 Any other period during which the employee is absent from the temporary work location (including leave) otherwise than on official duty, unless approved by the Commissioner.

26.4.4 The capital city rate shall apply to Sydney as bounded by the GSA.

26.4.5

- 26.4.5.1 Where an employee proceeds directly to a temporary work location in a Capital city and returns direct, the Capital city rate applies to the whole absence.
- 26.4.5.2 Where an employee breaks the journey, other than for a meal, in a centre that is not a capital city, the capital city rate applies only in respect of the time spent in the capital city, the elsewhere rate applies to the remainder of the absence.

26.5 Incidental Expenses Allowances - Government Provided Accommodation

When an employee is required to perform official duty at a temporary work location which requires that the employee reside away from home and is provided with accommodation by the Government, the employee shall be eligible to be reimbursed expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform that duty and in addition be paid an allowance at the rate set at Item 10 of Table 4, of Part C, as appropriate. Such expenses are limited to costs in relation to food, laundry and accommodation that exceed what would normally have been incurred at home. Any meal taken at a Government establishment is to be paid for and appropriate reimbursement sought.

26.6 Additional Provisions

26.6.1 Unless specifically provided for in Clause 12, Relieving Provisions, Clause 16, Training Course Attendance Entitlements or Clause 25, Court Attendance Entitlements, the provisions of this

clause shall not apply in the circumstances provided for by those clauses. Nor do they apply to Recruits undertaking College training.

- 26.6.2 When an employee is required to travel to a temporary work location or to attend a training course or conference on what would normally be regarded as a one day journey and the time of travel will exceed four hours on any one day in addition to the normal hours of work, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence to avoid such travel time on any day and in such case shall be entitled to the accommodation allowances as appropriate.
- 26.6.3 The claim for an accommodation allowance or reimbursement of expenses shall be for the whole of the period of absence and cannot be dissected into part of the time of the absence by way of allowance and part of the absence being compensated by reimbursement.
- 26.6.4 When an employee in receipt of an accommodation allowance is granted special leave to return home from a temporary work location, the employee shall be reimbursed for the cost of the return rail fare or if a first class rail service is reasonably available, the cost of a first class return rail fare, or a motor vehicle allowance at the appropriate specified journey rate set at Item 1 of Table 4 of Part C to the value of the rail fares. No taxi fares or other incidental expenses are payable.
- 26.6.5 An employee shall be entitled to the option of using public transport or reimbursement for the use of the employee's private vehicle on the following basis:
- 26.6.5.1 Reimbursement is not to be paid for a journey if an official motor vehicle is available for the journey.
- 26.6.5.2 If an official motor vehicle was not available but public transport was reasonably available for the journey, the amount of any reimbursement is not to exceed the cost of the journey by public transport.
- 26.6.5.3 Where the employee elects to use a private vehicle the employee shall be reimbursed at the specified journey rate prescribed from time to time or the cost of public transport, whichever, unless the Commissioner approves otherwise, is the lesser.
- 26.6.5.4 Where an official motor vehicle is not available, and public transport was not reasonably available for the journey, if the employee agrees to use the employee's private vehicle, reimbursement shall be at the appropriate Official Business rate set at Item 11 of Table 4 of Part C.
- 26.6.5.5 Where the meal allowance or the accommodation allowance is insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid so as to reimburse the employee for the additional expenses incurred subject to the following:
- 26.6.5.5.1 The Commissioner may require the production of receipts or other proof that expenditure was incurred.
- 26.6.5.5.2 If any expense in respect of which an allowance is payable was not properly and reasonably incurred by the employee in the performance of official duties, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 26.6.5.5.3 If any purported expense was not incurred by the employee, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 26.6.5.6 The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.

- 26.6.5.7 Unless special circumstances exist, the employee's work, the mode of transport used and the employee's travel itineraries are to be organised and approved in advance so that compensation for excess travel time and payment of allowances is reasonably minimised.

26.7 Claims

Claims should be submitted promptly, i.e., within one month from the completion of the work or within such time as the Commissioner determines.

- 26.7.1 The Commissioner may approve applications for advance payments of travelling and sustenance allowances. Such applications should detail the appropriate expenditure anticipated and be in accordance with In Orders 1982/34.

- 26.7.2 In assessing claims for excess travelling time and payment of allowances reference should be made to the time that might reasonably have been taken by the particular mode of transport used. Provided that where an employee can demonstrate that the use of the means of transport proposed by the Department is unreasonable in the circumstances, the employee may apply to the Commissioner for a review of the Department's decision. Where an employee does not wish to use the means of transport proposed by the Department e.g. air travel as against train or car travel, travelling time and allowances should be assessed on the basis that the most practical and economical means of transport is used.

- 26.7.3 Where an allowance is payable at a daily rate and a claim is made for a portion of the day, the amount to be paid is to be calculated to the nearest half hour.

26.8

- 26.8.1 The meal, accommodation and incidental allowances in Items 4 to 10 of Table 4 of Part C, shall be adjusted on 1 July in line with the corresponding reasonable allowance amounts for the appropriate financial year as published by the Australian Taxation Office (ATO).

- 26.8.2 The per kilometre rates in Items 1 & 11 of Table 4 of Part C, shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

27. Notice of Transfer

- 27.1 When an employee is to be transferred to work at a new location and/or to a different platoon, the Commissioner shall give the employee the following notice -

- 27.1.1 Seven (7) days notice when the transfer is within the same fire district or within the GSA and on the same platoon,

- 27.1.2 Fourteen (14) days notice when the transfer is within the same fire district or within the GSA but to a different platoon,

- 27.1.3 Twenty eight (28) days notice when the transfer is outside the GSA or the employee's current fire district, and such notice shall be confirmed in writing.

- 27.2 An employee may elect to waive, in whole or in part, the notice requirements of subclause 27.1.

28. Transfers Outside of the GSA

This Clause prescribes the transfer arrangements which shall apply in the case of all Operational Firefighter vacancies which arise outside of the GSA.

28.1 Transfer Register Applications

- 28.1.1 Applications for placement on any Transfer Register shall be made by way of report to the Manager Operational Personnel. Such reports shall clearly state the Transfer Register on which the employee seeks to be placed, the employee's current classification, the employee's current address and whether or not the employee is claiming residential priority pursuant to subclause 28.4.
- 28.1.2 With the exception of Recruit Firefighters, all Non-Officers shall be eligible to apply for placement on any one or more of the Country Transfer Registers or Regional Transfer Registers listed at subclause 28.2.
- 28.1.3 With the exception of Inspectors with regards to the Blue Mountains area (only), all Station Officers and Inspectors shall be eligible to apply for placement on any one or more of the Regional Transfer Registers listed at subclause 28.2.2.
- 28.1.4 Leading Firefighters shall be entitled to apply for placement on any Officer Transfer Register but shall not be entitled to a transfer as a consequence of that placement unless and until such time as they have been promoted to Station Officer rank. Similarly, Leading Station Officers shall be entitled to apply for placement on any Senior Officer Transfer Register but shall not be entitled to a transfer as a consequence of that placement unless and until such time as they have been promoted to Inspector rank.
- 28.1.5 The Manager Operational Personnel shall acknowledge receipt of all applications within 14 days of the day upon which they are received. This receipt shall confirm the employee's service number, name, date of application, Transfer Register for which the employee has applied and, if applicable, whether or not the employee's claim for residential priority has been accepted. Applications for placement on a Transfer Register shall only be valid upon the issuing of this receipt, which shall serve as proof of an employee's application.
- 28.1.6 Employees may be removed from a Transfer Register by submitting a further report to that effect to the Manager Operational Personnel, who shall in turn issue a receipt as proof of that withdrawal.

28.2 Transfer Registers

28.2.1 Country Transfer Registers:

Transfer Register	Local Government Area
Albury	Albury City Council
Armidale	Armidale City Council
Batemans Bay	Eurobodalla Shire Council
Bathurst	Bathurst City Council
Broken Hill	Broken Hill City Council
Coffs Harbour	Coffs Harbour City Council
Dubbo	Dubbo City Council
Goulburn	Goulburn City Council
Moree	Moree Plains Shire Council
Nowra	Shoalhaven City Council
Orange	Orange City Council
Port Macquarie	Hastings Council
Queanbeyan	Queanbeyan City Council
Tamworth	Tamworth City Council
Wagga Wagga	Wagga Wagga City Council

28.2.2 Regional Transfer Registers:

Transfer Register	Local Government Area
Blue Mountains	Blue Mountains City Council
Central Coast	Central Coast Council
Illawarra	Wollongong City Council and Shellharbour City Council
Maitland	Cessnock City Council, Maitland City Council and Port Stephens Council
Newcastle	Lake Macquarie City Council and Newcastle City Council
Northern Rivers	Tweed Shire Council, Lismore City Council, Byron Shire Council and Ballina Shire Council

28.2.3 The parties agree that where permanent firefighters are to be introduced in an area outside the GSA for which no Transfer Register exists, a new Transfer Register will be established. Where a new transfer register is to be established, the Department shall advertise the establishment of that register and invite initial applications for a period of six weeks. Any applications received within the six week period shall be deemed to have been received on the date of creation of the register and placed on that register in accordance with the following provisions:

- 28.2.3.1 Notwithstanding the provisions of subclause 28.4.2, an applicant who satisfies the provisions of subclause 28.4.3 and has done so for a period of 2 or more consecutive years leading up to the date of creation of a Transfer Register shall be placed at the top of that Residential Transfer Register. Where more than one applicant satisfies this provision, placement on that Residential Transfer Register shall be determined by a ballot conducted by the Manager Operational Personnel; and
- 28.2.3.2 Applicants who are unable to satisfy the provisions of subclause 28.2.3.1 shall be placed at the top of the relevant General Transfer Register. Where more than one such application is received, the order of placement shall be determined by way of a ballot conducted by the Manager Operational Personnel.

28.3 Operation of Transfer Registers

28.3.1 The Department shall establish and maintain a General Transfer Register and a Residential Transfer Register for each category of Operational Firefighter employees as follows:

- 28.3.1.1 in the case of Non-Officers, for each of the Country Transfer Register areas and Regional Transfer Register areas listed at subclauses 28.2.1 and 28.2.2;
- 28.3.1.2 in the case of Officers, for each of the Regional Transfer Register areas listed at subclause 28.2.2; and
- 28.3.1.3 in the case of Senior Officers, for each of the Regional Transfer Register areas listed at subclause 28.2.2. Provided that there shall not be a Blue Mountains Regional Transfer Register, a Maitland Transfer Register or a Northern Rivers Regional Transfer Register for Senior Officers, and that vacancies which occur within those areas shall be filled in accordance with subclause 28.7.

28.3.2

- 28.3.2.1 Each General Transfer Register shall detail each applicant's employee service number, their name (and in the case of Officer and Senior Officer transfer registers only, their rank), the date of their original application for transfer and, if applicable, the date their application for residential priority status was accepted, the date they were elevated to that area's Residential Transfer Register and/or the date of their eventual transfer to the area in question.

- 28.3.2.2 Each Residential Transfer Register shall detail each applicant's employee service number, their name (and in the case of Officer and Senior Officer transfer registers only, their rank), the date of their original application for transfer, the date their application for residential priority status was accepted, the date they were elevated to that area's Residential Transfer Register and, if applicable, the date of their eventual transfer to the area in question.
- 28.3.3 The order of placement of each employee upon each Transfer Register shall be determined:
- 28.3.3.1 in the case of General Transfer Registers, by order of the date upon which the employee made application for placement upon that Transfer Register. Where more than one application for the same Transfer Register is submitted on the same day, the Manager Operational Personnel shall determine the order of placement of those multiple applicants by way of ballot; and
- 28.3.3.2 in the case of Residential Transfer Registers, by order of the date upon which the employee was elevated to that Residential Transfer Register. Subject to the provisions of 28.4.3, 28.4.7.1 and 28.4.7.2, an employee's elevation to a Residential Transfer Register shall be subject to: firstly, the employee having held a position on the relevant General Transfer Register for at least two years; and secondly, the employee having been recognised as having met and maintained residential priority status for that Transfer Register's area for at least two years.
- 28.3.4 Subject to the arrangements applying to Leading Firefighters and Leading Station Officers at subclauses 28.1.4 and 28.3.5, transfers shall be offered to employees upon the occurrence of a vacancy in the following order:
- 28.3.4.1 Firstly, by reference to the relevant Residential Transfer Register, with the first offer to be made to the highest placed employee on that Register and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled.
- 28.3.4.2 In the event that no employee exists on the relevant Residential Transfer Register, or that all employees on that Residential Transfer Register decline the offer of transfer, the vacancy shall then be offered to all employees on the relevant General Transfer Register, with the first offer to be made to the highest placed employee on that Register and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled.
- 28.3.4.3 In the event that no employee exists on the relevant General Transfer Register and/or all employees on that General Transfer Register decline the offer of transfer, the vacancy shall then be advertised for and open to all eligible employees.
- 28.3.5 An employee who accepts an offer of transfer pursuant to subclause 28.3.4 shall be released from their current position within twenty eight (28) days and transferred to that Transfer Register area. Declining an offer of transfer shall result in an employee's removal from the relevant Transfer Register. Employees who are so removed and who subsequently re-apply for placement on that Transfer Register will be required pursuant to subclause 28.4.6 to seek and hold residential priority for two years following their re-application in order to be elevated to that Residential Transfer Register.
- 28.3.6 The Department shall make available copies of all Transfer Registers to employees in the manner agreed between the Department and the Union.
- 28.4 Residential Priority
- 28.4.1 All employees seeking residential priority for any Transfer Register area shall be required to submit a report to the Manager Operational Personnel setting out the grounds for their claim. Such employees shall be required to provide evidence of their claim for primary residence prior

to being placed on the Transfer Register with Statutory Declarations, electoral enrolment forms, rates notices, bills and/or such other documentation or evidence which it would be reasonable for the Department to request of the employee in order to verify their claim. Vacant blocks of land, Post Office boxes, investment properties, holiday homes or the addresses of relatives or friends, when in fact the employee has primarily resided elsewhere, shall therefore be unacceptable. This report may be either the same report as that of the employee's original application made pursuant to subclause 28.1.1, or a subsequent report which is submitted due to an employee's transfer or a change of primary residence.

28.4.2 An employee shall not be entitled to recognition of residential priority on any Transfer Register prior to the date of their report making application for that recognition pursuant to subclause 28.4.1.

28.4.3 In order to recognise an employee's claim for residential priority for a particular Transfer Register, the Manager Operational Personnel must first be satisfied that the primary residence in question is located either:

28.4.3.1 within the Transfer Register area in question, or

28.4.3.2 in such a location that any permanently staffed fire station within the Transfer Register area for which the applicant is claiming residential priority is closer to their primary residence than any permanently staffed fire station within the GSA or Transfer Register area, as the case may be, to which the applicant is currently attached. For the purposes of this subclause, distances shall be determined by drawing a straight line between both locations and calculating that distance, i.e. in a straight line.

28.4.4 Employees holding residential priority status on any Transfer Register will be removed from that Transfer Register if they fail to submit a further report pursuant to subclause 28.4.1 within three months of their:

28.4.4.1 change in the location of their primary residence, even where the change did not affect the employee's residential priority status; or

28.4.4.2 transfer from the GSA to a Country or Regional Transfer Register area; or

28.4.4.3 transfer from one Country or Regional Transfer Register area to another Country or Regional Transfer Register area.

28.4.5 The Manager Operational Personnel shall acknowledge and review all reports submitted pursuant to subclause 28.4.4. If an employee's transfer or revised primary residence location means that the employee no longer satisfies the residential priority requirements of subclause 28.4.3, then the employee's records upon the relevant Transfer Register(s) shall be adjusted accordingly. It shall remain the responsibility of employees to apply for any additional residential priority status which may arise as a result of their transfer or revised primary residence.

28.4.6 Subject to the provisions of subclause 28.4.7, an employee who has held and continually maintained residential priority status upon a General Transfer Register for two years shall then be elevated to the relevant Residential Transfer Register in accordance with subclause 28.3.3.2. Provided that employees who are elevated to a Residential Transfer Register and who are later found to no longer meet the criteria for residential priority shall be returned to and placed upon the relevant General Transfer Register by order of the date of their original application.

28.4.7 In the case of Senior Firefighters who are progressed to Leading Firefighter:

28.4.7.1 if stationed within a Regional Transfer Register area at the time of their progression then such employees who make application pursuant to subclause 28.1 within three months of the date of their progression shall be placed on the

- corresponding Residential Transfer Register for Officers as of the date of that progression;
- 28.4.7.2 if holding a position on a Regional area's Residential Transfer Register for Firefighters at the time of their progression then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding Residential Transfer Register for Officers as of the date of that progression;
- 28.4.7.3 if holding a position on a Regional area's General Transfer Register for Firefighters at the time of their progression, and holding residential priority status for that area, then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Officers as of the date of that progression and recognised for the purposes of subclause 28.4.6 for that period of residential qualification already accrued.
- 28.4.7.4 if holding a position on a Regional area's General Transfer Register for Firefighters at the time of their progression, but without holding residential priority status for that area, then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Officers as of the date of that progression.
- 28.4.8 In the case of Station Officers who are progressed to Leading Station Officer:
- 28.4.8.1 if stationed within a Regional Transfer Register area at the time of their progression then subject to subclause 28.3.1.3, such employees who make application pursuant to subclause 28.1 within three months of the date of their progression shall be placed on the corresponding Residential Transfer Register for Senior Officers as of the date of that progression;
- 28.4.8.2 if holding a position on a Regional area's Residential Transfer Register for Officers at the time of their progression then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding Residential Transfer Register for Senior Officers as of the date of that progression;
- 28.4.8.3 if holding a position on a Regional area's General Transfer Register for Officers at the time of their progression, and holding residential priority status for that area, then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Senior Officers as of the date of that progression and recognised for the purposes of subclause 28.4.6 for that period of residential qualification already accrued;
- 28.4.8.4 if holding a position on a Regional area's General Transfer Register for Officers at the time of their progression, but without holding residential priority status for that area, then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Senior Officers as of the date of that progression.
- 28.4.9 Employees who are stationed within a Transfer Register area at the time of their appointment to an Operational Support position and who make application pursuant to subclause 28.1 within

three months of the date of their appointment shall be placed on that area's Residential Transfer Register as of the date of that appointment.

- 28.4.10 Subject to subclauses 14.14.2, 14.15.2 and 28.7, employees who are promoted to either Station Officer or Inspector and who are not stationed within the GSA at the time of their promotion shall be transferred to and remain within the GSA until such time as they are again transferred outside of the GSA in accordance with the other provisions of this Clause.

28.5 Appeals concerning Residential Priority

28.5.1 An employee seeking to challenge either the Department's determination of their residential priority status, or the Department's determination of the residential priority status of another employee may appeal in the first instance by way of report to the Assistant Director Operational Personnel. Such reports shall provide all relevant details and may be supported by any documentation or evidence which the employee considers relevant to their claim. An anonymous appeal against an employee shall not be investigated.

28.5.2 Where an appeal concerns the employee's own residential status, the Assistant Director Operational Personnel shall provide the employee with a written determination of that appeal, setting out the reasons for same, within 14 days of receipt of the employee's report.

28.5.3 Where an appeal concerns the residential status of another employee, the Assistant Director Operational Personnel shall forward a copy of the said report to the employee who is the subject of the challenge. The employee under challenge shall be allowed no less than 28 days to reply by way of report to the Assistant Director Operational Personnel who shall thereafter provide both employees with a written determination of the appeal, setting out the reasons for same, within 14 days of receipt of the second employee's report.

28.5.4 An employee may appeal a determination of the Assistant Director Operational Personnel by way of report to the Commissioner. The Commissioner shall consider all previous reports and documentation relating to the matter, together with any additional information which the employee or employees concerned may supply, following which the Commissioner shall provide the employee or employees concerned with a written and final determination of the matter.

28.6 Newcastle Communication Centre

28.6.1 Vacancies in the Newcastle Communication Centre shall initially be advertised in Commissioner's Orders and open to all eligible employees (Non-Officers or Officers, as the case may be) who are stationed within the Newcastle Transfer Register area. Where there are more applicants than positions available, merit selection shall determine the successful applicant.

28.6.2 In the event that no suitable applications are received at subclause 28.6.1, or that the merit selection process finds those who did apply unsuitable, the vacancy shall then be re-advertised in Commissioner's Orders and open to all eligible employees.

28.6.3 Successful applicants will be required to successfully complete the required training, and on appointment, to serve in the Newcastle Communication Centre for a minimum period of three years. Provided that if the transfer is made in accordance with subclause 28.6.2 then:

28.6.3.1 an employee who accepts an offer of transfer in the interim will be released pursuant to subclause 28.3.5; and

28.6.3.2 any subsequent transfer from the Newcastle Communication Centre will be to the GSA unless provided otherwise by this Clause.

28.7 Country Officers, Country Senior Officers and Operational Support Staff

28.7.1 Vacancies which occur amongst any of the positions listed at subclauses 28.7.2, 28.7.3 and 28.7.4 shall be advertised through Commissioner's Orders and filled by merit selection.

28.7.2 Country Officers

28.7.2.1 Country Officers, being all Station Officer positions located in areas outside of the GSA and the Regional areas listed at subclause 28.2.2, for which Leading Station Officers, Station Officers and Leading Firefighters shall be eligible to apply.

28.7.2.2 In the event that no employees apply for a Country Officer position at subclause 28.7.2.1, or that the merit selection process finds those who did apply unsuitable for the Country Officer position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from all Senior Firefighters with at least 36 months service with Fire and Rescue NSW as a Senior Firefighter as of the closing date for applications.

28.7.2.3 A Senior Firefighter who successfully applies for a Country Officer vacancy pursuant to subclause 28.7.2.2 shall be required to satisfactorily complete the Leading Firefighter Program prior to their transfer to the station/location and performance of the duties of the vacant Country Officer position pursuant to subclause 7.5.2, provided that a Senior Firefighter who successfully applies for a Country Officer vacancy pursuant to subclause 28.7.2.2 and who then satisfactorily completes the Leading Firefighter Program shall not be progressed to Leading Firefighter and/or promoted to Station Officer until they also satisfactorily complete the Station Officer Program.

28.7.3 Country Senior Officers

28.7.3.1 Country Senior Officers, being all Inspector positions located outside the GSA and the Newcastle, Central Coast and Illawarra Transfer Register areas, for which Inspectors and Leading Station Officers shall be eligible to apply.

28.7.3.2 In the event that no Inspectors or Leading Station Officers apply for a Country Senior Officer position at subclause 28.7.3.1, or that the merit selection process finds those who did apply unsuitable for the Country Senior Officer position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from all Station Officers with at least 24 months service with Fire and Rescue NSW as a Station Officer as of the closing date for applications.

28.7.3.3 A Station Officer who successfully applies for a Country Senior Officer vacancy pursuant to subclause 28.7.3.2 shall be required to satisfactorily complete the Leading Station Officer Program prior to their transfer to the station/location and performance of the duties of the vacant Country Senior Officer position pursuant to subclause 7.5.3, provided that a Station Officer who successfully applies for a Country Senior Officer vacancy pursuant to subclause 28.7.3.2 and who then satisfactorily completes the Leading Station Officer Program shall not be progressed to Leading Station Officer and/or promoted to Inspector until they also satisfactorily complete the Inspector Program.

28.7.4 Operational Support staff

28.7.4.1 Operational Support staff, being all positions defined as such by Clause 14 of this Award.

28.7.4.2 In the event that no Inspectors or Leading Station Officers apply for an Operational Support Inspector position, or that the merit selection process finds those who did

apply unsuitable for the Operational Support Inspector position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from Station Officers with at least 24 months service with Fire and Rescue NSW as a Station Officer as of the closing date for applications.

- 28.7.4.3 A Station Officer who successfully applies for an Operational Support Inspector vacancy pursuant to subclause 28.7.4.2 shall be required to satisfactorily complete the Leading Station Officer Program prior to their transfer to and performance of the duties of the vacant Operational Support Inspector position pursuant to subclause 7.5.4, provided that a Station Officer who successfully applies for an Operational Support Inspector vacancy pursuant to subclause 28.7.4.2 and who then satisfactorily completes the Leading Station Officer Program shall not be progressed to Leading Station Officer and/or promoted to Inspector until they also satisfactorily complete the Inspector Program.

29. Transferred Employee's Compensation

- 29.1 When an employee has been given notice of transfer to work in a new location and the Commissioner requires that the employee move to new accommodation, and the transfer is not subject to the exceptions set out below, the employee shall be eligible for leave or credit of leave, reimbursement of costs, and to be paid allowances set out herein.
- 29.2 Exceptions
- 29.2.1 Unless special and exceptional circumstances exist, the exceptions exclude from the benefit of this clause employees who are transferred:
- at their own request;
 - under an arrangement between employees to exchange positions;
 - on account of the employee's breach of discipline;
 - from one station/location within the Metropolitan Area to another station/location within the Metropolitan Area, or within the same Zone.
- 29.2.2 For purposes of this clause, Metropolitan Area means and includes the Sydney Region as defined by the Department of Planning but also including the area referred to as the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt. Victoria and on the Illawarra Line as far as Wollongong.
- 29.2.3 Employees who are transferred as a result of inclusion in a transfer list established in accordance with Clause 28 of this Award shall, for the purposes of this Clause, be deemed to have been transferred "at their own request" and shall not be eligible for the entitlements set out in this Clause.
- 29.2.4 Notwithstanding the provisions of subclause 29.2.1, employees who are transferred by way of a merit selection process, including employees promoted to a rank that necessitates a transfer, shall attract the relevant entitlements of this Clause.
- 29.2.5 Notwithstanding the provisions of subclause 29.2.1, employees who received compensation for transferring to a particular station/location shall, after a period of not less than 2 years service at that location, be entitled to the provisions of this Clause upon transfer to the GSA.
- 29.3 This clause does not alter the transfer procedures, as at the date of making of this Award, set out in Standing Orders. Any variation to those procedures shall be by agreement between the Department and Union.

29.4 Leave

When an employee has been given notice of transfer and is required to move to new accommodation the employee shall be eligible for leave and/or to apply for payment at the ordinary rate of pay in lieu of the granting of leave or the Commissioner may credit such leave as consolidated leave as follows to a maximum of:

- 29.4.1 Sixteen (16) working hours to visit the new location with a view to obtaining accommodation,
- 29.4.2 Sixteen (16) working hours to prepare and pack personal and household effects prior to removal or for the purpose of arranging storage,
- 29.4.3 Such leave as is necessary to travel to the new location for the purposes of obtaining suitable accommodation and/or to commence duty,
- 29.4.4 Eight (8) hours for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises.

Where an employee is eligible for, and takes leave, for part of a shift the Commissioner may direct the employee to take consolidated leave to credit for the remainder of the shift and if the employee does not have sufficient leave to credit, the shortfall may be taken as an advance against consolidated leave that may accrue or as leave without pay.

- 29.4.5 Provided suitable arrangements can be made for a performance of duties, an employee working a special roster who has been unable to secure accommodation for the family at the new location is entitled to sufficient special leave to permit a return home on weekends once each month to spend two consecutive days and nights with the family, together with an additional day and night in respect of each public holiday occurring in conjunction with the weekend and on which the employee would not normally be rostered for duty. This leave is limited to the time necessarily required in travelling on the day preceding and the day following such weekend.
- 29.4.6 Where a transferred employee working a special roster is located in a district where a return home once each month is not possible, such employee, after four weeks at the new location, will be entitled to sufficient leave to allow the transferred employee two consecutive days and nights at a weekend with the family. Following that four weeks, the employee will be allowed to accumulate special leave at the rate of sixteen (16) working hours per month until sufficient leave is available to allow the return home at a weekend for a similar period.
- 29.4.7 Special Roster is the roster specified at subclause 8.6 of this Award.

29.5 Cost of Temporary Accommodation

For the purposes of this subclause, temporary accommodation does not include a house or a flat, whether owned by the Government or privately owned, but relates to what is commonly termed board and lodging.

29.5.1 Transferred employees maintaining dependant relatives at home who are required to vacate the existing residence prior to departure for the new location and/or who find it necessary to secure board and lodging for themselves and dependant relatives at the new location pending permanent accommodation (a residence) becoming available shall be allowed up to the amount set at Item 12 of Table 4 of Part C, per week calculated as the actual cost of the temporary accommodation less an excess contribution calculated as per the following table:

Salary of Officer and Spouse Rate of Pay	Per Week	Each dependent child aged 6 years and over (maximum contribution of \$54 per week) Per Week
\$453.62	\$164	\$11

- 29.5.2 Where a transferred employee maintaining dependant relatives moves to the new location ahead of dependants, and permanent accommodation is not available, necessary board and lodging expenses in excess of the amount set at Item 13 of Table 4 of Part C, per week to a maximum allowance of the amount set at Item 12 of Table 4 of Part C, per week shall be payable.
- 29.5.3 Where a transferred employee not maintaining dependant relatives in the home is unable to secure permanent accommodation at the new location, the employee is to be paid an allowance of up to 50% of the total cost of board and lodging for a maximum period of four (4) weeks subject to a maximum the amount set at Item 12 of Table 4 of Part C, per week. Where the period of four (4) weeks is not sufficient for the employee to find suitable permanent accommodation, full particulars should be provided to allow the DPE to consider the extension of this provision.
- 29.5.4 An employee receiving an allowance for temporary accommodation as set out above is entitled to a laundry (not dry cleaning) allowance as set out at:
- 29.5.4.1 Item 14 of Table 4 of Part C, per week if the employee only is in temporary accommodation;
 - 29.5.4.2 Actual expenses to a maximum as set at Item 15 of Table 4 of Part C, per week if the employee and dependants are in temporary accommodation.
- 29.5.5 Where an employee, together with dependants are in temporary accommodation the allowances may be paid until either
- 29.5.5.1 a suitable residence becomes available; or
 - 29.5.5.2 up to twenty six (26) weeks if the transfer is to the country; or
 - 29.5.5.3 up to thirteen (13) weeks if the transfer is to the Sydney Metropolitan Area,
- whichever is the sooner. The payment of allowances in all cases is subject to:
- 29.5.5.4 the production of receipts;
 - 29.5.5.5 a written undertaking that any reasonable offer of accommodation will be accepted;
 - 29.5.5.6 evidence that the employee is taking all reasonable steps to secure a residence.

When the Commissioner considers that a transferred employee has refused to accept reasonable accommodation and as a result the payment of an allowance has been discontinued, the matter may be referred by the employee or the Union to a Committee comprising two representatives of the Union and two representatives of the DPE. If no mutual decision is arrived at by the Committee the matter may be referred to the Industrial Relations Commission of NSW.

- 29.5.6 Extension of assistance beyond the twenty six (26)/thirteen (13) week period may be approved only if the application for assistance is supported by acceptable evidence of unsuccessful attempts to obtain accommodation which constitutes reasonably suitable accommodation.

29.6 Removal Costs

- 29.6.1 A transferred employee is entitled to reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location. Provided that the journey is travelled by the shortest practicable route and completed within a reasonable time, these costs will include the actual and reasonable expenses incurred by the employee and dependants for meals and accommodation during the course of the journey.
- 29.6.2 Removal expenses allowed under this clause includes the costs of insuring furniture and effects whilst in transit up to an amount set at Item 16 of Table 4 of Part C. Where the insured value

exceeds amount, the case should be referred to the DPE for consideration. They should be provided with an inventory of items to be transferred together with a declaration that all items included in that policy are being removed or stored, or, a certificate of valuation from a registered valuer certifying the value of furniture and effects being removed or stored.

Where, due to circumstances beyond the control of the transferred employee, the furniture and effects of the employee arrive late at the new location or are moved before the employee's departure from the previous location, reimbursement of expenses for meals and accommodation properly and reasonably incurred by the employee and any dependants shall be paid.

29.6.3

29.6.3.1 A transferred employee shall be entitled to compensation for the accelerated depreciation of personal and/or household effects removed to a new location.

29.6.3.2 This entitlement is the amount set at Item 17 of Table 4 of Part C, where the Commissioner is satisfied that the employee has removed a substantial portion of what is normal household furniture, furnishing and fittings of not less value than the amount set at Item 18 of Table 4 of Part C. If the value is less than this amount, a pro rata amount is payable.

29.6.4 Where a transferred employee is required to remove the employee's furniture from temporary accommodation the employee is entitled to be reimbursed removal costs and the compensation for depreciation and disturbance in respect of each such move, notwithstanding that the employee may not be changing the location of work.

29.6.5 When an employee uses a private vehicle for the purposes of official business and finds it necessary to transport another private vehicle, normally used by a dependant relative maintained in the household, the cost of transporting or driving that second vehicle to the employee's new location shall be part of the removal costs and the employee may be paid either the cost of transportation by road or rail or, if the vehicle is driven to the new location, a car allowance at the specified journey rate set at Item 1 of Table 4 of Part C.

29.6.6 The reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location shall be the equivalent to the lowest of three competitive quotes where practicable.

29.6.7 An advance to cover the whole or part of removal expenses allowed under this subclause is available. The amount of the advance is to be adjusted by the employee within one month of the expenditure being incurred.

29.7 Storage of Furniture

Where an employee is unable to secure suitable accommodation at the new location and is required to store the furniture while waiting to secure a residence, the cost of storage and cartage to the store, and from the store to the new residence shall be reimbursed. The employee shall also be reimbursed the cost of insurance for furniture and effects while in storage on the same basis as for insuring whilst in transit.

The maximum period of storage under this Clause is twenty six (26) weeks in the country and thirteen (13) weeks in the Metropolitan Area.

29.8 Costs of Personal Transport

29.8.1 The transferred employee and one member of the household, when proceeding on leave for the purpose of visiting the new location with a view to obtaining suitable accommodation, shall be entitled to the option of return rail fares, or if a first class rail service is reasonably available, first-class return rail fares, or reimbursement at the specified journey rate as set at Item 1 of Table 4 of Part C, for the use of a private vehicle up to the cost of rail fares.

- 29.8.2 The transferred employee and all members of the household, when travelling to the new location for the purpose of commencing duty, shall be entitled to rail fares or reimbursement for the use of the private vehicle, as set out in subclause 29.8.1, provided that, where the members of the employee's household do not travel on the same occasion as the employee, the entitlement for their personal transport shall be deferred until such time as travel to take up residence at the employee's new location occurs.
- 29.8.3 A transferred employee working the special roster specified at subclause 8.6, who has been unable to secure accommodation for the family at the new location, who is entitled to special leave to permit a return home at weekends, shall be entitled to the option of rail fares or reimbursement for the use of a private vehicle as set out in subclause 29.8.1 when proceeding on leave.
- 29.8.4 Car allowance in respect of travel by the employee involved in taking up duty at the new location shall be at the official business rate as set at Item 11 of Table 4 of Part C.
- 29.8.5 When an overall saving to the Department would eventuate, an employee and one member of the household, when proceeding to visit the new location with a view to obtaining suitable accommodation, shall be entitled to economy class air fares in lieu of rail fares or reimbursement of the use of a private motor vehicle.
- 29.8.6 When an employee travels to the new location with a view to obtaining suitable accommodation and incurs expenses in relation to overnight accommodation, the employee shall be reimbursed the reasonable and actual cost of accommodation and meals for self and a member of the household provided the amount to be reimbursed does not exceed sustenance allowances allowed under Clause 26, Travelling Compensation.

29.9 Education of Children

- 29.9.1 A transferred employee who has dependant children will be entitled to the cost of essential school clothing that is required to be replaced or purchased as a direct result of the employee's transfer to a new location requiring the changing of schools. No provision is made for reimbursement of additional school fees, text books or other similar items. The basic list of school clothing is as follows:

Basic Items	
Male winter uniforms	Summer uniforms
1 Suit coat	3 shirts
2 pairs of winter trousers	3 pairs of trousers (short)
1 tie	3 pairs of long socks
3 shirts	
1 jumper/cardigan	
3 pairs of socks	
1 pair of shoes	
1 track suit/sports uniform (but not both)	
1 pair of sandshoes	
Female winter uniforms	Summer uniforms
1 hat	3 blouses
2 tunics	2 tunics
1 blazer	3 pairs stockings/socks
3 blouses	
1 tie	
3 pairs stockings/socks	
1 pair of gloves	
1 pair of shoes	
1 track suit/sports uniform (but not both)	

1 pair of sandshoes	
1 jumper/cardigan	

When an item of clothing required at the new school is not included in the basic list the DPE will consider reimbursing the cost of same but will require full particulars and circumstances surrounding the requirement to purchase.

29.9.2 In respect of dependant children undergoing secondary education in Year 12 at a school in the employee's old location, where the elected subjects are not available at a school in the employee's new location, the cost of board and lodging for these children may be reimbursed to the transferred employee. In such case the employee, on production of receipts for payment and a certificate from the Department of School Education that the elected subjects are not available at the school at the employee's new location, shall be granted the allowance. In these cases the parent/guardian will be required to pay the first amount as set at Item 19 of Table 4 of Part C, of the board and lodging expenses and the Department will reimburse further costs up to a maximum of the amount as set at Item 20 of Table 4 of Part C, per week for each child.

29.10 Conveyancing and Other Costs

A transferred employee who, as a consequence of the transfer to a new location, sells a residence at the former location and buys a residence or land upon which to erect a residence at the new location shall be entitled to reimbursement of expenses incurred in such transactions subject to the following:

29.10.1 Where a solicitor or a registered conveyancing company has been engaged to act on behalf of the employee in those transactions, the professional costs and disbursements by the solicitor or a registered conveyancing company in respect of such transactions.

29.10.2 Where an employee is entitled to reimbursement, the following expenses shall be covered:

29.10.2.1 Stamp Duty;

29.10.2.2 Where the employee has engaged a Real Estate Agent to sell the residence at the former location, the commission due to the Estate Agent.

29.10.3 Reimbursement of expenses shall be made where the sale of the employee's former residence and the purchase of either a residence or land is effected within a period commencing not earlier than six (6) months prior to the employee's transfer and ending not more than four (4) years after such transfer. The Department will be prepared to consider individual cases where the four (4) year period has been exceeded but will require full details of why sale and/or purchase of the transferred employee's residence could not be completed in the four (4) year period.

29.10.4 Where a transferred employee owns a residence at a former location and has taken up rented accommodation on transfer, the employee shall be regarded as covered by these provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or on a subsequent transfer provided the period of not more than four (4) years has elapsed since the employee's immediately preceding transfer.

29.10.5 Where it is not practicable for the transferred employee to purchase residence in the new location and such employee has disposed of the former residence, such employee is not to be excluded from the benefit of this clause when subsequently purchasing a residence in the new location on a current or subsequent transfer within the four (4) year period.

29.10.6 There is an upper ceiling, as set at Item 21 of Table 4 of Part C, on prices of the properties involved in either the sale or the purchase. This limit applies where employees are relocated from a Metropolitan Area to the country irrespective of the size, the value and the commerciality of the property being purchased provided transferred employees are not entitled to the reimbursement of costs involved in transactions where the sale or purchase of a large rural property or commercial premises might be involved.

- 29.10.7 Where a transferred employee dies before completion of either or both the sale or purchase transactions, the expenses incurred in such transactions, up to and including the finalisation of such transactions shall be payable by the Department and the family of the deceased employee is not required to reimburse the Department such expenses.

29.11 Stamp Duty and Other Charges

A transferred employee, who, as a consequence of the transfer, sells a residence at the former location and buys a residence or land upon which to erect a residence at the new location is entitled to be reimbursed:

- 29.11.1 Stamp Duty in respect of the purchase of the residence or the land and the house erected thereon at the new location;
- 29.11.2 Stamp Duty paid in respect of any mortgage entered into or the discharge of a mortgage in connection with the sale or purchase;
- 29.11.3 Registration fees on transfers and mortgages on the residence or the land and the house erected on the land on the following basis -
- 29.11.3.1 where the purchase is completed and the employee enters into occupation of the residence within 15 months of transfer, the reimbursement of Stamp Duty in full;
- 29.11.3.2 where the occupation of the residence purchased or erected is not completed within fifteen (15) months but is completed within four years of transfer, reimbursement of Stamp Duty is not to exceed the amount which would have been payable had the sale and purchase prices of the properties been the amount set at Item 21 of Table 4 of Part C, in each case.
- 29.11.4 A transferred employee who, as a consequence of the transfer to a new location, does not sell a residence at the former location but buys a residence or land upon which to erect a residence at a new location, is entitled to be reimbursed:
- 29.11.4.1 Stamp Duty in respect of the purchase of the residence or the land and a house erected on that land;
- 29.11.4.2 Stamp Duty paid on any mortgage entered into in connection with the purchase; and
- 29.11.4.3 Registration fees on transfer and mortgages on the residence or the land and a house erected on the land,
- provided the employee enters into occupation of the residence within fifteen (15) months of transfer to the new location.

29.12 Incidental Costs

- 29.12.1 A transferred employee who is entitled to the reimbursement of conveyancing and other costs for a purchase at the new location prior to the sale of the former residence is entitled to the reimbursement of any Council or any other Local Government rates levied in respect of the former residence while such former residence remains untenanted provided the employee can furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.
- 29.12.2 A transferred employee will be entitled to reimbursement of non-refundable costs in respect of the connection of gas and electricity supplies and of telephone installation at the new residence provided that:

- 29.12.2.1 the connection of gas and electricity supplies were available to the land at the time of purchase and/or
- 29.12.2.2 the cost of the telephone installation is to be reimbursed only where a telephone was installed at the former residence.
- 29.12.3 A transferred employee entitled to the reimbursement of conveyancing and other costs is entitled to reimbursement of the cost of survey certificates, pest certificates and/or Building Society registration fees reasonably incurred in seeking financial accommodation to purchase the new residence or the land upon which to erect a new residence and the fees associated with discharging the mortgage on the former residence.
- 29.12.4 A transferred employee shall be entitled to reimbursement for the fees charged by Australia Post for re-direction of mail for the first month following vacation of the former residence.

29.13 Relocation on Retirement

- 29.13.1 Upon retirement at a place other than the place of original recruitment to the Department, an employee is entitled to be reimbursed the costs actually and necessarily incurred in removing personal household effects to a location of the employee's choice together with the cost of insuring the same against damage in transit provided -
 - 29.13.1.1 the maximum amount of such reimbursement shall be limited to that payable had the employee moved to the place of original recruitment; and
 - 29.13.1.2 the employee's relocation is effected within twelve (12) months following retirement.
- 29.13.2 The above provision shall apply to any claims made by the widow or widower within a period of twelve (12) months of the transferred employee's death. In such cases the Commissioner will also be prepared to consider claims made by children or dependent relatives of the deceased in similar circumstances but will require full particulars as to the reasons.

29.14 Additional Provisions

- 29.14.1 Nothing contained in the provisions of this clause pertaining to leave shall deprive the employee of compensation for time spent in travelling.
- 29.14.2 Where the spouse of a transferred employee is also employed in the NSW Public Service and is also transferred, the assistance payable under this clause or under the Crown Employee's general provisions is to be paid to one partner only. This does not operate to restrict the leave entitlement of the transferred employee.
- 29.14.3 An employee whose appointment to a position may be subject to appeals action shall not move to the new location until the period during which appeals may be lodged has expired or all appeals action has been finalised. An employee may be directed to take up duty in the new location before appeals action is finalised but will be entitled to the leave provisions set out in this clause, in which case the following will apply:
 - 29.14.3.1 Where the employee has dependants they may claim sustenance allowance under Clause 26, Travelling Compensation, until appeals action has been finalised;
 - 29.14.3.2 Employees with dependants have a further period of up to twenty one (21) days immediately after all appeals action has been finalised to find suitable accommodation before such travelling compensation entitlements cease. Such period may be extended by the Commissioner if the Commissioner is satisfied that twenty one (21) days is insufficient time to find such accommodation.

29.14.3.3 The Commissioner shall not approve the movement of the employee's dependants or furniture and effects before all appeals action has been finalised unless exceptional or particularly difficult circumstances exist.

29.14.3.4 Employees without dependants may be given assistance with temporary accommodation pending the completion of any appeals action but are not to move their furniture and effects until appeals action has been finalised.

29.15 Adjustment of Entitlements

29.15.1 The entitlements provided by this clause, shall be adjusted in line with, and from the same effective dates, as the corresponding entitlements prescribed in the Crown Employees (Transferred Officers' Compensation) Award.

30. Rental of Premises

30.1 For the purpose of this clause only:

30.1.1 "accommodation" means quarters or premises, including a fire station, owned or leased by the Department.

30.1.2 "employee" means a Station Officer or an Inspector.

30.1.3 "market rental" means the market rental of the property as determined by the Commissioner in accordance with the Guidelines issued by the DPE.

30.2 Except as provided for in subclauses 30.3, 30.4 and 30.5, where an employee is required to and does occupy accommodation, the Department shall deduct from the rate of pay of the employee concerned an amount per week equal to 4% of the employee's "Per Week" rate of pay as prescribed in Tables 1 and 2, Rates of Pay, or 50% of the market rental of the accommodation, whichever is the lesser.

30.3 Where an employee was, on 19 August 1994, entitled to and occupying subsidised accommodation:

30.3.1 Such employee, subject to subclause 30.3.2, shall continue to pay the amount set at Item 19 of Table 3 of Part C (as adjusted from time to time in accordance with 30.4) per week unless the employee subsequently elects to move from that accommodation to different accommodation. If such an employee so elects, then the Department shall deduct from the rate of pay of the employee concerned an amount per week as prescribed in sub-clause 30.2.

30.3.2 And has exercised, or who has, a right of return transfer pursuant to Clause 30 (i) of the Fire Brigade Employees' (State) Award as published in NSW Industrial Gazette Volume 263 of 1991, such employee shall retain the right of return transfer. Provided that the continued entitlement to subsidised accommodation shall expire after a period of 2.5 years from the date of return transfer.

30.3.3 And is transferred by the Department from one country location to another country location, such employee shall retain the benefits of the provisions of sub-clause 30.3 as if the employee had not been so transferred.

30.4 The amount set at Item 19 of Table 3 of Part C, shall be increased from the same date and by the same percentage of any increase to the rate of pay prescribed for a Station Officer. All such increases shall be rounded off to the nearest 10 cents.

30.5 Employees who have entered into, or subsequently entered into, private tenancy arrangements with the Department are not entitled to the provisions of this clause.

Executive Officers

30.6 Except as provided for in subclause 30.8, where an Executive Officer is required to and does occupy accommodation, the Department shall deduct from the rate of pay of the Executive Officer an amount

per week equal to 4% of the weekly equivalent of the Executive Officer's annual salary as prescribed in Table 1 of Part C or 50% of the market rental of the accommodation, whichever is the lesser.

- 30.7 The weekly equivalent referred to in subclause 30.6 shall be derived by multiplying the annual salary by 7 and dividing the result by 365.25.
- 30.8 An Executive Officer who has entered into, or subsequently enters into private tenancy arrangements with the Department is not entitled to the provisions of this clause.

31. Protective Clothing and Uniforms

- 31.1 The Department shall supply to all employees appropriate protective clothing for operational duties which shall meet relevant national and/or international Standards or as otherwise agreed to with the Union.
- 31.2 Employees supplied with the above clothing shall wear it in accordance with Departmental instructions.
- 31.3 The provision of wet weather gear shall be in accordance with existing practice, or as otherwise agreed between the parties.

32. Clothes Drying Facility

- 32.1 A drying closet for artificially drying clothing shall be provided by the Department at all fire stations to which employees are attached.

33. Cleaning of Clothes

- 33.1 For the purposes of this clause:
- 33.1.1 "Personal Protective Equipment" means external clothing designed for personal protection at an incident.
- 33.1.2 "Duty wear" means duty wear trousers and duty wear shirt.
- 33.1.3 "Dress uniform" is limited to Dress Trousers, Slacks, Culottes, Skirts, Galatea and Pullover.
- 33.2 Where any Personal Protective Equipment or Duty wear is supplied by the Department and is required to be worn by its employees, and such Personal Protective Equipment or Duty wear becomes soiled or damaged in the execution of duty as to require cleaning or repairs, such cleaning or repairs shall be done at the expense of the Department. Provided that the above Dress Uniform items shall also be cleaned or repaired at the expense of the Department.

34. Safety Belts

- 34.1 Safety belts shall be fitted to all seats on all vehicles operated by the Department which employees are called upon to drive or to ride upon on a public road. Employees are required to wear safety belts at all times while driving or a passenger in a vehicle operated by the Department.

35. Disputes Avoidance Procedures

- 35.1 Subject to the provisions of the *Industrial Relations Act* 1996, and Clause 36.2, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply.
- 35.2 Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.

- 35.3 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 35.4 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 35.5 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.
- 35.6 No action is to be taken by the Union which would affect the Department's operations whilst a dispute is under investigation.
- 35.7 Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal.

36. Organisational Change under Subclause 36.2

- 36.1. This clause recognises the capacity of the Commissioner to make decisions to effect change within the Department
- 36.2.
- 36.2.1 This clause applies to consultation and decisions regarding clauses 4 (Definitions), clause 8 (Hours of Work), clause 13 (Progression and Promotion Provisions), clause 19 (Examination and Assessment Leave) and clause 39 (Drug and Alcohol Protocol), to the exclusion of the procedures under clause 35.
- 36.2.2 This clause also applies in circumstances where the Commissioner decides to amend, revoke or replace the Department's guidelines, policies and/or procedures for the management of employees' conduct or performance.
- 36.3 Prior to making any decision to effect change in the circumstances prescribed by subclause 36.2, the Commissioner must consult with the Union.
- 36.4 Consultation will commence with a written notification to the Union regarding the proposed change(s). Thereafter there will be a reasonable opportunity for the Union to present its views in relation to the proposed changes.
- 36.5 If, during the consultation process, there is a reasonable basis for the Commissioner to conclude that the consultation process has been exhausted, the Commissioner shall advise the Union accordingly and the following procedures shall then operate.
- 36.6. The Commissioner will notify the Union and the workforce affected by the proposed change of his/her decision in relation to the subject of the proposed change as well as the process and timetable for its implementation.
- 36.7 If the matter remains in dispute and is referred by the Union to the Industrial Relations Commission within 7 days of the notification of the decision under clause 36.6, there will be no implementation of the change until the Industrial Relations Commission determines the matter or orders otherwise.
- 36.8 The Union and the Commissioner shall be bound by any order or determination of the Industrial Relations Commission in relation to the dispute.

- 36.9 If Industrial action is engaged in at any stage in the operation of the process under this clause, then the prohibition on implementation under clause 36.7 ceases to operate.
- 36.10 The operation of this clause shall be reviewed at the end of one year from the date of its commencement, for the purpose of considering whether any amendments are appropriate.

37. Acknowledgment of Applications and Reports

- 37.1 When an employee makes an application or a report in writing, to the proper officer, the employee shall be sent a memorandum or email acknowledging its receipt and noting the matter contained therein.
- 37.2 The result of an application shall be communicated to the employee no later than fourteen days after a decision has been reached. In cases where no decision has been reached within one month the reason for the delay shall be communicated in writing, by memorandum or email, to the employee.
- 37.3 The provisions of this clause shall not apply in cases where other procedures are specifically stipulated (eg, in Standing Orders or Commissioner's Orders).

38. Procedures Regarding Reports and Charges

- 38.1 When an employee is summoned to appear before the employee's Senior Officer or before the Department on a charge, appeal or formal inquiry, the employee shall be given particulars in writing of the charge or allegation, if any, against the employee, at least forty-eight hours before the hearing of the charge or appeal or the opening of the said inquiry. The employee shall be allowed access personally or by a representative duly authorised in writing by the employee, to all or any of the official papers, correspondence or reports of the Department relating to the charge, appeal or subject of the said inquiry.
- 38.2 The employee also shall be allowed to give and to call evidence on the employee's own behalf and to hear all evidence given.
- 38.3 If an employee so requests the employee may be represented by an officer of the Union before the employee's Senior Officer or the Department on all such occasions.
- 38.4
- 38.4.1 No report about an employee shall be placed on the records or papers relating to that employee unless the employee concerned has been shown the said report.
- 38.4.2 If the employee disagrees with the report, the employee shall be entitled to make such a notation on the report.
- 38.4.3 Evidence that the employee has been shown the report will be by either the employee's signature thereon, or in accordance with subclause 38.4.4.
- 38.4.4 Where an employee refuses to sign the report, such refusal shall immediately be noted upon the report by the Senior Officer handling the report, in such cases, the Senior Officer will advise the employee that the refusal to sign will be noted on the report and that the report, together with such notation, will be placed on the records or papers relating to that employee.
- 38.4.5 Further to subclause 38.4.4, in such circumstances, the Department will notify the Union, in writing, within seven days of such refusal and the Union shall be given an opportunity of replying to the report.
- 38.4.6 If the employee so desires, any written response from either the employee or the Union shall also be placed amongst the records or papers relating to the employee or noted thereon.
- 38.5 Where the Department has, for its own purposes, arranged for a transcript to be taken of proceedings on a charge appeal or formal inquiry, a copy of such transcript shall be supplied, free of cost, to the

employee concerned if, during the hearing or at the termination of the proceedings, a request therefore, in writing, is made by the employee.

- 38.6 After the Senior Officer has announced the recommendation or when the Department has made its decision as the result of a charge or an appeal, the employee concerned shall be informed thereof, in writing, within seven days after such announcement or decision has been made or has been given, as the case may be.
- 38.7 For the purposes of this clause "Senior Officer" means the employee's Senior Officer or an Officer of a higher rank.

39. Alcohol and Other Drugs

- 39.1 The joint Protocol on Drug and Alcohol Safety and Rehabilitation in the Workplace, signed by the Department and the Union on 18 March 1998, shall apply to all employees covered by this Award until 4 September 2013, when it will be replaced by the FRNSW Alcohol and Other Drugs Policy and associated FRNSW Alcohol and Other Drugs Testing Procedures which shall thereafter then apply to all employees covered by this Award.
- 39.2 The Department may develop a new Protocol, or revised Policy or Procedures following consultation between the Department and the Union.

40. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 40.1 The entitlement to salary package in accordance with this clause is available to permanent full-time employees.
- 40.2 For the purposes of this clause:
- 40.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Rates of Pay and Allowances, Part C of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 40.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 40.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 40.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
- 40.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 40.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 40.5 The agreement shall be known as a Salary Packaging Agreement.
- 40.6 Except in accordance with subclause 40.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.
- 40.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:

- 40.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*;
or
- 40.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 40.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 40.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 40.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 40.9.1 *Police Regulation (Superannuation) Act 1906*;
- 40.9.2 *Superannuation Act 1916*;
- 40.9.3 *State Authorities Superannuation Act 1987*; or
- 40.9.4 *State Authorities Non-contributory Superannuation Act 1987*, the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 40.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 40.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 40.11 Where the employee makes an election to salary package:
- 40.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 40.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Rates of Pay and Allowances, or Part C of this Award if the Salary Packaging Agreement had not been entered into.
- 40.12 The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 40.13 The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

41. Anti-Discrimination

- 41.1 It is the intention of the parties bound by this Award to seek to achieve the object in 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.

- 41.2 It follows that in fulfilling their obligations under the Disputes Avoidance Procedures prescribed by Clause 35 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 41.3 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.
- 41.4 Nothing in this Clause is taken to affect:
- 41.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 41.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 41.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 41.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 41.5 This Clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this Clause.

42. Employees' Duties

- 42.1 An employee may be directed to carry out duties which are within the limits of his or her skills, competence, and training, in such a manner, as may be required by the Department, provided that:
- 42.1.1 the direction is reasonable,
- 42.1.2 an employee who elects to relinquish a rank or qualification shall cease to be considered to be capable of carrying out the duties associated with that former rank or qualification, and
- 42.1.3 the direction is not otherwise inconsistent with a provision of this Award.
- 42.2 Any direction issued by the Department pursuant to subclause 42.1 shall be consistent with:
- 42.2.1 the provision of a safe and health working environment,
- 42.2.2 ensuring that the Department responds to relevant technological changes and changes in its operating environment in a timely and effective manner.
- 42.3 The parties to this Award shall work collaboratively to ensure the effective and reasonable operation of this clause.

43. No Extra Claims

- 43.1 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.
- 43.2 The terms of subclause 43.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

44. Area, Incidence and Duration

- 44.1 This Award rescinds and replaces the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2017 published 6 October 2017 (381 IG 696).
- 44.2 This Award shall apply to all employees as defined in Clause 4, Definitions, of this Award and shall take effect on and from 17 February 2020, and shall remain in force until 25 February 2021.

PART C**MONETARY RATES****Table 1 - Rates of Pay effective on and from the dates shown**

	Per Week \$
Classification	17 February 2020
Recruit Firefighter	\$1,268.27
Firefighter	\$1,470.93
Qualified Firefighter	\$1,634.36
Senior Firefighter	\$1,732.42
Leading Firefighter	\$1,830.49
Station Officer	\$2,075.65
Leading Station Officer	\$2,124.67
Inspector	\$2,451.54
Superintendent	\$159,117
Chief Superintendent	\$171,919

Table 2 - Rates of Pay effective on and from the dates shown

Classification	Per Week 17 February 2020
Operational Support Level 1	\$1,836.33
Operational Support Level 2	\$2,081.53
Operational Support Station Officer /Level 2	\$2,081.53
Operational Support Level 2a	\$2,192.14
Operational Support Inspector	\$2,457.37
Operational Support Inspector/Level 3	\$2,457.37
Operational Support Level 3a	\$2,664.60

Table 3 - Allowances

The following allowances are effective on and from the date shown.

Item No.	Clause No.	Description	Unit	Amount 17/02/202 \$
1	6.6.1	Laundry expenses	per week	41.40
2	6.6.2 9.8 12.7 12.15.4 12.16	Kilometre Allowance	per km	1.34
3	6.6.3	Major Aerial Allowance	per week	62.51
4	6.6.4	Minor Aerial Allowance	per week	23.45
5	6.6.5	Hazmat Allowance	per week	125.04
6	6.6.6	Communications Allowance, Non-Officers	per week	194.39
7	6.6.7	Communications Allowance, Officers	per week	210.78
8	6.6.8	Communications Allowance, Senior Officers	per week	245.77
9	6.6.9	Country Allowance	per week	8.48
10	6.6.10	Remote Area Allowance	per week	32.48
11	6.6.11	Rescue Allowance	per week	54.33
12	6.6.12	Service Allowance - 5 years or more, but less than 10 years - 10 years or more, but less than 15 years - 15 years or more	per week	5.03 10.07 15.10
13	6.6.13	Marine Allowance	per week	62.51
14	12a.6.2 10.2 - 10.4	Meal Allowance	per meal	31.25
15	10.2 - 10.4	Refreshment Allowance	per meal	15.65
16	12.6	Relieving Allowance	per rostered shift	35.95
17	12a.7	Deployment Allowance	per day	189.81
18	25.2.8.4	Court Attendance Stand-By Rate - Periods of less than 24 hours - Periods of 24 hours		16.80 25.18
19	30.3.1	Accommodation Contribution	per week	42.95
20	14.18	ComSafe Duties	per hour	83.10

Note: The amounts at Item 14 and Item 15 are subject to adjustment on 1 July each year pursuant to subclause 10.4.

Table 4 - Travelling / Transferred Employees Compensation Allowances

Item No.	Clause No.	Description	Unit	On and from 1 July 2019	
1	16.5.2 25.2.3 26.6.4 29.6.5 & 29.8.1	Specified (Casual) Journey Rate (Dependent on Engine Capacity) 2601cc & over 1601 to 2600cc Under 1600cc	Per km	38.93 cents 36.40 cents 30.56 cents	
2	25.2.8.4	Stand By Rate - see Item 17 in Table 3			
3	26.1.3	Hourly Rate – Travelling Compensation	Per hour	\$51.89	
4	26.3.1.1	Breakfast	Per meal	## 28.15	^^ 25.20
5	26.3.1.2	Lunch	Per meal	## 31.65	^^ 28.75
6	26.3.1.3	Dinner	Per meal	## 53.90	^^ 49.60
7	12a5.1, 26.4.1	Accommodation first 35 days (includes all meals)	Per day	\$321.75 Sydney \$290.75 Adelaide \$308.75 Brisbane \$301.75 Canberra \$353.75 Darwin \$280.75 Hobart \$306.75 Melbourne \$313.75 Perth \$298.75 Bourke \$273.75 Gosford \$285.75 Maitland \$279.75 Mudgee \$276.75 Muswellbrook \$302.75 Newcastle \$323.75 Norfolk Island \$288.75 Orange \$291.75 Port Macquarie \$277.75 Wagga Wagga \$288.75 Wollongong \$268.75 Bathurst \$278.75 Bega \$272.75 Broken Hill \$270.75 Coffs Harbour \$272.75 Queanbeyan \$257.60 Albury \$257.60 Armidale \$257.60 Cooma \$257.60 Dubbo \$257.60 Goulburn \$257.60 Griffith \$257.60 Gunnedah \$257.60 Lismore \$257.60 Nowra \$257.60 Tamworth \$257.60 Tumut	
		- Other Country Centres		\$237.60	
8	12a5.2 26.4.2	Actual Necessary Expenses - all locations	Per day	\$20.05	
9	26.4.3	Accommodation - after first 35 days and up to 6 mths	Per day	50% of the appropriate location rate	
10	26.5	Government Accommodation - Incidental Expenses – all locations	Per day	\$20.05	

11	26.6.5.4 & 29.8.4	Official Business Rate (Dependant on Engine Capacity) Over 2601cc 1601 to 2600cc under 1600cc	Per km	109.78 cents 101.44 cents 73.27 cents
12	29.5.1 - 29.5.3	Temporary Accommodation	Per week (up to a maximum of)	\$254.00
13	29.5.2	Board & Lodging expenses to be covered by Employee	Per week	\$51.00
14	29.5.4.1	Laundry Allowance - Employee only rate	Per week	\$4.50
15	29.5.4.2.	Laundry Allowance - Employee and Dependants rate	Per week (actual expenses to a maximum of)	\$13.00
16	29.6.2	Cost of insurance of furniture and effects in transit and in Storage	(up to a maximum of)	\$38,000
17	29.6.3.2	Accelerated depreciation of personal/household effects in transit	(up to a maximum of)	\$1,126
18	29.6.3.2	Value of furnishings and fittings	(up to a maximum of)	\$7,037
19	29.9.2	Board & Lodging to be covered by parent/guardian	Per week	\$27.00
20	29.9.2	Board & Lodging cost for Dependent staying in initial location due to Year12 subjects	Per week	\$56.00
21	29.10.6 & 29.11.3.2	Relocation - City to Country for sale of property	(up to a maximum of)	\$520,000

Legend: Effective Dates are with effect from the first pay period to commence on or after the date.

= Capital Cities & High Cost Country Centres.

^^ = Tier 2 Country Centres & Other Country Centres.

J.V. MURPHY, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (FIRE AND RESCUE NSW RETAINED FIREFIGHTING STAFF) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by _Fire Brigade Employees' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 44143 of 2020)

Before Commissioner Murphy

1 April 2020

AWARD

PART A

1. Introduction

- 1.1 This Award shall be known as the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2020.
- 1.2 This Award regulates the rates of pay and conditions of employment for employees covered by this Award.
- 1.3 All references in this Award to Firefighter, Deputy Captain or Captain shall also be taken to be a reference to CFR Firefighter, CFR Deputy Captain and CFR Captain respectively and vice versa, excepting for Table 2 of Part B and any other specific reference to CFR in this Award.

2. Index

Clause No.	Subject Matter
1.	Title
2.	Index
3.	Basic Wage
4.	Definitions
5.	Intentions and Commitments
6.	Rates of Pay and Allowances
7.	Higher Duties
8.	Meals and Refreshments
9.	Use of Personal Transport
10.	Annual Leave
11.	Compassionate Leave
12.	Long Service Leave
13.	Military Leave
14.	Parental Leave
15.	Carer's Leave
16.	Sick Leave
16a	Domestic and Family Violence Leave
17.	Special Leave for Union Activities
18.	Court Attendance Entitlements
19.	Training Course Attendance Entitlements
20.	Travelling Compensation
21.	Transfers
22.	Procedures Regarding Reports and Charges
23.	Acknowledgment of Applications and Reports
24.	Training and Staff Development

25. Protective Clothing and Uniforms
26. Disputes Avoidance Procedures
27. Organisational Change under clause 27.2
28. Attendance and Availability Requirements
29. Attendance at Major Emergencies
30. Alcohol and Other Drugs
31. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
32. Employees' Duties
33. Anti-Discrimination
34. No Extra Claims
35. Area, Incidence and Duration

PART B

MONETARY RATES

- Table 1 - Retainers
- Table 2 - Rates of Pay
- Table 3 - Allowances
- Table 4 - Authorised Duties
- Table 5 - Travelling Compensation Allowances

3. Basic Wage

This Award, in so far as it fixes rates of pay, is made by reference and in relation to the adult basic wage currently in force under the said Clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and other provisions, of the *Industrial Relations Act 1996*.

4. Definitions

"Brigade" for the purposes of this Award means any individual brigade of Fire and Rescue NSW constituted under the *Fire Brigades Act 1989*.

"Commissioner" means Commissioner of the Department holding office as such under the *Government Sector Employment Act 2013*.

"CFR" means Community First Responder, the medical first response role performed by CFR firefighters as at 21 June 2012 in support (but not in lieu) of the Ambulance Service of NSW.

"CFR Brigade" means any Brigade that is designated as such by Fire & Rescue NSW from time to time and such designation may be attached or withdrawn following consultation with the Union.

"CFR firefighter" means an employee who is both attached to a CFR Brigade and who is qualified to undertake CFR duties. Any retained firefighter attached to a CFR Brigade may request CFR training and then shall be provided with such training as soon as practicable. Any CFR firefighter may at any time elect to relinquish their CFR qualification and classification.

"Department" means Fire and Rescue NSW established by the *Fire Brigades Act 1989* and as a Public Service Executive Agency under Schedule 1 of the *Government Sector Employment Act 2013*.

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

"Emergency Meal" means a Long Life Meal Pack supplied when the provision of a Substantial Meal is not practicable, the basis of which shall be a self-heating 320g meal that is generally meat based (except for special diet packs such as vegetarian or vegan packs) and shall also include one dried fruit or fruit and nut mix (Sunbeam Fruit and Nut 40g, Fruit on the Go 50g, or similar) and one cheese and biscuits (Uncle Tobys Le

Snak Cheddar Cheese 20g, or similar) or one fruit pack (Goulburn Valley no added sugar 220g, or similar) and one 100% fruit juice box (Just Juice 250 ml, or similar).

"Employee" means a person classified by the Department as a Retained Firefighter and appointed as a Volunteer Firefighter pursuant to the provisions of the *Fire Brigades Act 1989*.

"Fire District" has the same meaning as in the *Fire Brigades Act 1989*.

"GSA" (Greater Sydney Area) means within the area bounded by the Local Government areas of Northern Beaches, Hornsby, Baulkham Hills, Hawkesbury, Penrith, Liverpool, Wollondilly, Campbelltown and Sutherland.

"Incident" means a fire call or any other emergency incident attended by Fire and Rescue NSW.

"Merit selection" means a fair, transparent, impartial process that assesses the merit of all applicants so that the employee selected is the applicant who is the most suitable to perform the duties of the vacant position.

"Refreshments" means tea bags, instant coffee, boiling water, sugar, long life milk, two biscuits and one cereal bar (any bar from the following list: K Time Twists 37 g bar, All-Bran Baked Bars 40g bar, Uncle Tobys Crunchy Muesli Bars Apricot, Uncle Tobys Fruit Twist - Apple and Pear, or similar) or one Goulburn Valley or similar fruit pack 220 g (no added sugar) and one liquid meal drink (any drink from the following list: Sustagen Sport 250 ml, Up and Go 250 ml, or similar) or one carbohydrate/electrolyte beverage (Sqwincher Qwik Serv 42g sachet, or similar).

"Retainer" means the relevant amount set out at the Entitlement Codes at subclause 6.3.1.1 that is paid per fortnight to employees in accordance with their classification, less the fortnightly equivalent of any contribution required pursuant to the Crown Employees (NSW Fire Brigades Firefighting Staff Death and Disability) Award 2012 or its successors.

"Service" for the purposes of determining leave entitlements, means continuous service.

"Special Leave Without Pay" means a period of approved unpaid leave during which the employee's retainer shall be unaffected.

"Substantial Meal" means a meal identified in the Department's Incident Ground Meals Guide, as published at the date of the making of this Award, or a meal of a similar nutritional and sensory quality standard.

"Union" means the Fire Brigade Employees' Union of New South Wales.

5. Intentions and Commitments

- 5.1 The intention of this Award is to regulate the rates of pay and conditions of employment for employees covered by this Award.
- 5.2 The specific commitment in relation to this Award is for the parties to jointly investigate, agree upon and ensure the introduction of a software application that shall be used by all employees in receipt of the RTAAS Allowance to declare their compulsory availability and, if they elect, any additional availability that they may wish to declare, and to monitor their brigade's availability on both a projected and real-time basis.

6. Rates of Pay and Allowances

- 6.1 Rates of pay and Retainers shall be paid in accordance with the Entitlement Codes for an employee's classification, as prescribed in subclause 6.3.1. The monetary amounts corresponding to the Entitlement Codes are as set out in Tables 1 and 2 of Part B, Monetary Rates.
- 6.2 The Retainers are paid in recognition of and compensation for the attendances and periods of declared availability required of employees by Clause 28, and include a loading in compensation for:

6.2.1 Annual leave loading.

6.2.2 The driving and operating of all vehicles operated by appropriately qualified employees as at 30 September 1999 and rescue and hazmat vehicles outside the GSA and the Newcastle, Lake Macquarie, Wollongong, Shellharbour, Central Coast and Blue Mountains Local Government Areas. The operation of any other vehicles shall be by agreement between the Union and the Department.

6.2.3 Rescue, Cordage, Hazmat & Unit Trainer capabilities and CBT qualifications required to be held under subclause 6.3.

6.3 Retainers, Rates of Pay and Classifications

6.3.1 Entitlement Codes

6.3.1.1 Firefighter Retainers

Recruit Firefighter, Firefighter and CFR Firefighter	Retainer Level	Compulsory availability per week	Entitlement Code
Standard Retainers (anytime, any day of the week)			
	Base	24 hours	A
	50%	48 hours	B
	75%	72 hours	C
	100%	96 hours	D
Weekday Retainers (between 0600 hours and 1800 hours, Monday to Friday only)			
	50%	30 hours	B
	75%	40 hours	C
	100%	50 hours	D

6.3.1.2 Deputy Captain Retainers

Deputy Captain and CFR Deputy Captain	Retainer Level	Compulsory availability per week	Entitlement Code
Standard Retainers (anytime, any day of the week)			
	Base	24 hours	E
	50%	48 hours	F
	75%	72 hours	G
	100%	96 hours	H
Weekday Retainers (between 0600 hours and 1800 hours, Monday to Friday only)			
	50%	30 hours	F
	75%	40 hours	G
	100%	50 hours	H

6.3.1.3 Captain Retainers

Captain and CFR Captain	Retainer Level	Compulsory availability per week	Entitlement Code
Standard Retainers (anytime, any day of the week)			
	Base	24 hours	I
	50%	48 hours	J
	75%	72 hours	K

	100%	96 hours	L
	Weekday Retainers (between 0600 hours and 1800 hours, Monday to Friday only)		
	50%	30 hours	J
	75%	40 hours	K
	100%	50 hours	L

6.3.1.4 Hourly Rates

Classification	1st Hour	Each subsequent half-hour or part thereof
Recruit Firefighter	M	N
Firefighter	O	P
CFR Firefighter	Q	R
Deputy Captain	S	T
CFR Deputy Captain	U	V
Captain	W	X
CFR Captain	Y	Z

6.3.2

Transitional arrangements

- 6.3.2.1 Employees who on 29 May 2014 held the classification of Firefighter C and who commenced employment on or after 1 January 2014 shall on and from 30 May 2014 be re-classified as Recruit Firefighter.
- 6.3.2.2 Employees who on 29 May 2014 held the classification of Firefighter C and who commenced employment prior to 1 January 2014 shall on and from 30 May 2014 be re-classified as Firefighter.
- 6.3.2.3 Employees who on 29 May 2014 held the classification of Firefighter A or Firefighter B or CFR Firefighter A, CFR Firefighter B or CFR Firefighter C shall on and from 30 May 2014 be re-classified as Firefighter or CFR Firefighter respectively.
- 6.3.2.4 Employees who on 29 May 2014 held the classification of Deputy Captain A or B or CFR Deputy Captain A or B shall on and from 30 May 2014 be re-classified as Deputy Captain or CFR Deputy Captain respectively.
- 6.3.2.5 Employees who on 29 May 2014 held the classification of Captain A or B or CFR Captain A or B shall on and from 30 May 2014 be re-classified as Captain or CFR Captain respectively.
- 6.3.2.6 Once re-classified, all employees shall commence on the Base level of the Standard Retainer for their classification.
- 6.3.3 All new employees shall commence employment in the classification of Recruit Firefighter and on the Base level of the Standard Retainer, and shall not progress to a higher and/or Weekday Retainer other than in accordance with subclause 6.3.6.
- 6.3.4 Progression from Recruit Firefighter to Firefighter shall be subject to six (6) months service from the date of commencement as a Recruit Firefighter and to the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Firefighter.
- 6.3.4.1 Failure to achieve progression to Firefighter within a reasonable time, will result in the employee being considered unsuitable for continued employment, and the

employment of such an employee will be terminated accordingly. In such circumstances, the Department will advise the Union that the services of the employee are to be terminated.

- 6.3.4.2 The reference to "reasonable time" in subclause 6.3.4.1 means a period in excess of six (6) months. The excess time to be allowed shall be determined by the Commissioner after taking into account all the circumstances of the case of the employee concerned.
- 6.3.5 Progression from Firefighter to Deputy Captain or Captain, or from Deputy Captain to Captain shall in each case be subject to a vacancy and shall be determined solely on the basis of merit selection.
- 6.3.6 Progression from one Standard Retainer to any higher Standard Retainer, or from one Standard Retainer to any Weekday Retainer, or from one Weekday Retainer to any higher Weekday Retainer shall be subject to the occurrence of a vacancy and shall be determined solely on the basis of merit selection. The number of higher and/or Weekday Retainers available at any brigade (if any) will remain solely at the Department's discretion and subject to expansion or reduction pursuant to subclause 6.3.7.
- 6.3.7
- 6.3.7.1 An employee who applies for and is subsequently appointed to a higher Standard Retainer and/or a Weekday Retainer may be transferred to a lower Retainer, either Standard or Weekday, without the employee's consent provided; firstly, that the Department provides the employee(s) concerned with at least one month's written notice of such transfer; and secondly, that such transfers are applied as equitably within the brigade as reasonably possible in the circumstances; and thirdly, that the employee's transfer is not a consequence of disciplinary action, in which case neither of the preceding requirements will apply and the transfer may be affected immediately.
- 6.3.7.2 An employee's Retainer (Standard or Weekday) and Level (Base, 50%, 75% or 100%) shall remain unaffected by a change in the employee's classification. By way of example, a Firefighter on a Weekday 50% Retainer under subclause 6.3.1.1 at the time of their appointment to Deputy Captain would continue on a 50% Weekday Retainer under subclause 6.3.1.2 until transferred to a higher Retainer pursuant to subclause 6.3.6, or to a lower Retainer pursuant to subclause 6.3.7.1.
- 6.3.8 Progression of employees to their corresponding CFR classification (Firefighter, Deputy Captain or Captain, whichever applies) shall be subject to:
- 6.3.8.1 attachment to a CFR Brigade; and
- 6.3.8.2 the satisfactory completion of the training and/or training competencies specified for CFR duties.
- 6.4 Employees appointed as Unit Trainers shall receive payment at the rates prescribed at Items W and X when delivering training at regular station drills, for the duration of the drill.
- 6.5 Calculation of Payment for Duties Performed
- 6.5.1 Employees shall be paid, subject to the provisions of subclauses 6.5.2 and 6.5.3, for the total period of time spent performing duties, which shall be calculated as follows:
- 6.5.1.1 Attendance at Scheduled Weekend Training courses - the period of attendance shall be equivalent to the scheduled training hours.

- 6.5.1.2 Major Emergencies - Periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 29.5.
 - 6.5.1.3 Attendance at Zone Conferences - the period of attendance shall be equivalent to the scheduled hours of the conference.
 - 6.5.1.4 Royal Easter Show and ComSafe - periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 6.8.2.
 - 6.5.1.5 In all other instances - employees shall be paid for the period that elapses from the time the employee signed on in the occurrence book at the employee's station, until the time such employee signs off in the occurrence book at the employee's station.
- 6.5.2 The minimum periods of payment shall be as follows:
- 6.5.2.1 Attendance at an incident, hazard reduction, and unit training - a minimum payment of one hour. All subsequent time thereafter shall be paid to the half hour.
 - 6.5.2.2 Regular drills (of which there shall be two per station, per month) - a minimum payment of two hours.
 - 6.5.2.3 All other authorised duties (excepting Travelling Time) - a minimum payment of one hour. All subsequent time to be paid to the minute.
 - 6.5.2.4 Travelling time - where an employee is entitled to travelling time in terms of this Award, all such time shall be paid to the minute.
 - 6.5.2.5 Relief Duties - where an employee performs relief duties in accordance with subclause 6.7 for three hours or less, such employee shall receive a minimum payment of three hours for each such relief. All subsequent time thereafter shall be paid to the minute.
 - 6.5.2.6 Attendance at scheduled weekend training courses and zone conferences - a minimum payment of eight hours per day spent in attendance.
 - 6.5.2.7 Royal Easter Show and ComSafe - where an employee performs duties in accordance with subclauses 6.8 or 6.8a for three hours or less, such employee shall receive a minimum payment of three hours. All subsequent time shall be paid to the minute.
 - 6.5.2.8 Except in the case of regular drills and authorised duties, where the purpose for which an employee was required to report for duty is completed, the employee shall be released.
- 6.5.3 An employee who attends either the station or the incident within 30 minutes of notification shall for each such attendance be entitled to payment pursuant to subclause 6.5.2.1 unless the employee was already performing duty at the time of the notification (for example, the employee had returned from a previous incident but had not signed off in the occurrence book prior to notification of the subsequent incident).
- 6.5.4 If the non-availability of retained firefighting staff at any brigade requires the Department to maintain minimum staffing with either a permanent firefighter, or a retained firefighter from another station pursuant to subclause 6.8, then only those employees who had declared their availability shall be responded until such time as the minimum staffing by that brigade's employees is restored and the permanent firefighter or retained firefighter performing relief duties has been released, whereupon the ordinary notification and response of employees attached to the brigade shall resume.

6.6 Authorised Duties

- 6.6.1 Where an employee is required to attend meetings or to perform other authorised duties, payment shall be made at the appropriate rate of pay for the employee's classification pursuant to subclause 6.5.1.5. Such authorised duties include, but are not limited to, those duties that are set out in Table 4 - Authorised Duties, of Part B, Monetary Rates.
- 6.6.2 Employees seeking to attend meetings and/or perform duties in accordance with subclause 6.6.1 which are not referred to in the said Table 4 must receive authorisation from the relevant Captain, Inspector or higher ranking officer prior to the performance of such duties.
- 6.6.3 Each station shall be allowed not less than:
- 6.6.3.1 26 hours per month of station-based duties; and
 - 6.6.3.2 1.5 hours per week, per vehicle of Engine Keeper duties; and
 - 6.6.3.3 2 hours per week, per vehicle of Station Inventory Management System (SIMS) duties; and
 - 6.6.3.4 16 hours per annum of attendance at station open days and local shows; and
 - 6.6.3.5 in the case of any and all other authorised duties:
 - 6.6.3.5.1 14 hours per month if attending 100 incidents or less per year.
 - 6.6.3.5.2 19 hours per month if attending more than 100 but less than 200 incidents per year.
 - 6.6.3.5.3 24 hours per month if attending 200 or more incidents per year.

6.7 Relief Duties

- 6.7.1 Where an employee is required to maintain minimum staffing due to the non-availability of retained or permanent firefighting staff at another station, or permanent firefighting staff at the employee's own station, such employee shall be paid the amount prescribed at Entitlement Code "RD3" of Table 2 of Part B for the first three hours, or part thereof, and at the rate prescribed at Entitlement Code "RDH" of Table 2 of Part B for any period thereafter which elapses from the time the employee signed on in the occurrence book of the relief station, until the time such employee signs off in the occurrence book of the relief station. Provided that employees who perform relief duties in accordance with this subclause shall not attract additional payment under this Clause for attendance at incidents or performing authorised duties or drills during the period of the relief.
- 6.7.2 Employees who relieve at a station other than their own shall be paid the appropriate rate per hour prescribed for the employee's classification for the duration of the forward and return journeys between the employee's station and the location of the relief. All such time shall be paid to the minute.
- 6.7.3 Where it is necessary for an employee to use the employee's private vehicle to perform relief duties, such employee shall be paid the rate per kilometre prescribed at Entitlement Code "KM" of Table 3 of Part B for the forward and return journeys between their residence and their station, and the forward and return journeys between their station and the location of the relief.

6.8 Attendance at the Royal Easter Show

- 6.8.1 The following hourly rates shall be paid to employees working at the Royal Easter Show:

- 6.8.1.1 For Recruit Firefighter and Firefighter, the rate prescribed at Entitlement Code "RASf" of Table 2 of Part B of this Award.
- 6.8.1.2 For Deputy Captain, the rate prescribed at Entitlement Code "RASDC" of Table 2 of Part B of this Award.
- 6.8.1.3 For Captain, rate prescribed at Entitlement Code "RASC" of Table 2 of Part B of this Award.

6.8a Performance of ComSafe duties

- 6.8.1 Employees who perform Comsafe duties shall be paid the hourly rate prescribed at Entitlement Code "CSD" of Table 2 of Part B of this Award.
- 6.8.2 The rates prescribed in subclauses 6.8.1 and 6.8a.1 are all incidence of employment rates and, notwithstanding anything else prescribed in this Award, employees receiving such rates shall:
 - 6.8.2.1 only be entitled to be paid for the hours actually worked, subject to continuous payment for work performed on any calendar day. Provided that, if an employee cannot attend for duty at the Royal Easter Show (only) due to illness or incapacity and provides a medical certificate pursuant to subclause 16.3 then the employee shall be entitled to be paid for the hours that would have otherwise been worked.
 - 6.8.2.2 not be entitled to any payment or compensation for travelling time or travelling costs in connection with the work performed;
 - 6.8.2.3 not be entitled to any payment or compensation with respect to either meals (except as provided for by subclause 6.8.4) and/or accommodation (except as provided for by subclause 6.8.2.6) in connection with the work performed;
 - 6.8.2.4 not be entitled to the payment of overtime in connection with the work performed;
 - 6.8.2.5 not be entitled to payment of downtime in connection with attendance at the Royal Easter Show;
 - 6.8.2.6 be paid the accommodation allowance set at Item 4 of Table 5 of Part B for each day that the distance travelled between the employee's residence and the furthest location where the ComSafe work is performed exceeds 100 kms and the employee resides away from home (evidence of which may be required prior to payment).
- 6.8.3 All payments made under this subclause shall count for the purpose of any paid leave.
- 6.8.4 In the event that the employees attend an incident while working at the Royal Easter Show such employees shall be entitled to the provisions of Clause 8 - Meals and Refreshments.
- 6.8.5 Attendance at the Royal Easter Show and/or the performance of ComSafe duties shall be treated as a period of authorised absence for the purposes of subclause 28.2.
- 6.8.6 It is expressly provided that attendance at the Royal Easter Show and/or the performance of ComSafe duties are not performed as Authorised Duties.

6.9 RTAAS Allowance

6.9.1 The Retained Telephone Alerting and Availability System Allowance prescribed at Entitlement Code "RTAAS" of Table 3 of Part B of this Award shall be paid to employees who provide the Department with a valid telephone number in compensation for the maintenance of that primary contact number and the use of an agreed software application to declare their compulsory availability and, if they elect, any additional availability that they may wish to declare, and to monitor their brigade's availability on both a projected and real-time basis.

6.10 Overtime

6.10.1 Where an employee works in excess of ten (10) consecutive hours, such employee shall be paid at overtime rates for the hours worked in excess of ten (10). Provided that the provisions of this subclause shall not apply to employees receiving payment under either Clause 29, Attendance at Major Emergencies, subclause 6.7, Relief Duties or subclause 6.8, Attendance at the Royal Easter Show.

6.10.2 Overtime shall be paid for at the rate of time and one half for the first two (2) hours and at the rate of double time thereafter, for the rate(s) prescribed for the employee's classification, provided that all overtime shall be paid to the half hour in accordance with subclause 6.5.2.1.

6.10.3 Employees who work on Easter Sunday or on any additional public holiday that is Gazetted or otherwise confirmed by the NSW Government shall be paid at overtime rates for all hours worked on each such day. For the purposes of this subclause, additional public holidays shall not include local public holidays.

6.11 Overpayments

6.11.1 In cases where an employee has been overpaid, the Department shall be entitled to recover such overpayment in full. Unless the employee agrees otherwise, the maximum rate at which the overpayment can be recovered is an amount calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly remuneration.

6.11.2 In all cases where overpayments have occurred, the Department shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Department will also advise the employee of the pay period from which the recovery of the overpayment is to commence.

6.11.3 The recovery rate of 10% of an employee's gross fortnightly remuneration referred to in subclause 6.11.1, may be reduced by approval of the Commissioner if the Commissioner is satisfied that such a rate of recovery would cause undue hardship to the employee concerned.

6.11.4 Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause 6.11.1, the Department shall have the right to deduct any balance of such overpayment from any monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

6.12 Payment of Monies

6.12.1 Employees shall be paid fortnightly.

6.12.2 Payments shall be made into a bank account specified by the employee, or other financial institutions acceptable to the Department and Union.

6.12.3 Employees shall be paid within two pay periods of the date of any work performed under this Award.

6.13 Payroll Deductions

- 6.13.1 Except as provided for in subclause 6.13.2, all salary deductions shall be made in accordance with Treasury Guidelines.
- 6.13.2 Upon application by an employee, the Department shall make deductions from the employee's pay for Union subscriptions and shall forward the amount so deducted to the Union as soon as possible thereafter.

6.14 Method of Calculation of any Future Adjustment

- 6.14.1 The Retainers at Table 1 of Part B shall in future be adjusted by calculating the increase for each 100% Level Retainer to the nearest cent and then calculating the remaining Levels for each classification by the corresponding percentage, with the Base Level Retainer at subclause 6.3.1.1 to be calculated at 25% and the Base Level Retainers at subclauses 6.3.1.2 and 6.3.1.3 to be calculated at 37.5%.
- 6.14.2 The Rates of Pay for Entitlement Codes M to Z inclusive at Table 2 of Part B shall in future be adjusted:
- 6.14.2.1 firstly, by calculating the increase for the Deputy Captain classification to the nearest cent to arrive at a new 1st hour, 100% rate and:
- 6.14.2.2 secondly, by then multiplying the new 100% rate by 80%, by 90% and by 112% and rounding each result to the nearest cent to arrive at the new rate for the Recruit Firefighter, Firefighter and Captain classifications respectively, and
- 6.14.2.3 thirdly, by then multiplying the new 100% rate and each of the new rates produced by subclause 6.14.2.2 by 107% and then rounding each result to the nearest cent to arrive at the new rates for the corresponding CFR classifications, and
- 6.14.2.4 finally, by then dividing each of the new 1st hour rates produced by this subclause by two and then rounding to the nearest cent in order to arrive at the corresponding new half hour rate for each classification.
- 6.14.3 The Rates of Pay for Entitlement Codes RASF, RASDC and RASC at Table 2 of Part B shall in future be adjusted:
- 6.14.3.1 firstly, by calculating the increase for the Firefighter rate at Entitlement Code RASF to the nearest cent, and
- 6.14.3.2 secondly, by then subtracting the new Firefighter rate at Entitlement Code O from the new Royal Easter Show firefighter rate at Entitlement Code RASF, and
- 6.14.3.3 thirdly, by then adding the amount produced at subclause 6.14.3.2 to the new Deputy Captain rate at Entitlement Code S and to the new Captain rate at Entitlement Code W to arrive at the new Royal Easter Show rates for the Deputy Captain and Captain classifications at Entitlement Codes RASDC and RASC respectively.

7. Higher Duties

- 7.1 In selecting Firefighters to perform Higher Duties at the Deputy Captain classification, or Deputy Captains (including Acting Deputy Captains) to perform Higher Duties at the Captain classification, a merit based selection process need not be applied provided, firstly, that in making such appointments the Department shall have regard to the principles of equitably sharing career development opportunities, and secondly, that as soon as it becomes known that the duration of the relief may last for two months or more then expressions of interest are to be called for from employees holding the relevant classification and determined on the basis of merit selection.

- 7.2 An employee shall not be entitled to perform Higher Duties unless the employee is qualified to perform such duties.
- 7.3 An employee performing Higher Duties shall be paid for the period of relief, the difference between the employee's usual hourly rates of pay and the hourly rates of pay for the classification in which the Higher Duties are performed. Provided that:
- 7.3.1 The difference between the employee's Retainer payment and the Retainer payment for the classification in which the Higher Duties are performed shall not be paid unless the Higher Duties are performed for a continuous period of seven days or more; and
- 7.3.2 The employee shall do so at their ordinary Retainer Level (e.g., Base, 50%, 75% or 100%) and not at the Level of the employee into whose position they are acting unless the employee who is performing the Higher Duties agrees otherwise.
- 7.4 Attendance at an Incident
- 7.4.1 Any Higher Duties entitlement in terms of this clause which was actually being paid, or which should have been paid, during a period immediately prior to an incident, shall not be diminished as a consequence of the incident.
- 7.4.2 Except as provided for in 7.4.1, the only other circumstances under which a Higher Duties payment is to be made during an incident is in a case where neither the Captain nor the Deputy Captain of that Brigade attends the incident. In such cases, only one employee shall be entitled to a Higher Duties payment at the Deputy Captain hourly rate of pay and that employee shall be the employee who was in charge of the Brigade for the majority of the time. To avoid doubt, in the case of attendance by multiple Retained Brigades, a Higher Duties payment shall be made to the relevant employee from each Brigade whose Captain and Deputy Captains(s) do not attend the incident.
- 7.4.3 For the purposes of 7.4.2, the term "Captain" and "Deputy Captain" shall also mean "Acting Captain" and "Acting Deputy Captain" in cases where an employee was, during the period immediately prior to the incident, the Acting Captain or Acting Deputy Captain in terms of this clause.

8. Meals and Refreshments

- 8.1 Attendance at an Incident
- 8.1.1 For the purposes of this clause, an "incident" also includes hazard reduction.
- 8.1.2 Where an employee attends an incident which extends for two hours or more Refreshments shall be provided no later than two hours after the start of the incident.
- 8.1.3 Where such an incident extends for four hours or more, the employee shall be provided with a Substantial Meal. After every subsequent four hours of attendance at such an incident, a further Substantial Meal shall be provided.
- 8.2 Payment in Lieu of the Provision of Refreshments/Meals
- 8.2.1 Where Refreshments are not provided in terms of subclause 8.1.2, the Refreshment Allowance set at Entitlement Code "RA" of Table 3 of Part B, shall be paid.
- 8.2.2 Where an Emergency Meal is supplied in lieu of a Substantial Meal, the Refreshment Allowance set at Entitlement Code "RA" of Table 3 of Part B, shall be paid.
- 8.2.3 Where a Substantial Meal or Emergency Meal is not provided in terms of subclause 8.1.3, the Meal Allowance set at Entitlement Code "MA" of Table 3 of Part B, shall be paid.

8.3 Calculation of Future Adjustments to Refreshments/Meal Allowances

8.3.1 The allowances referred to in this clause shall be calculated as follows:

- 8.3.1.1 The Meal Allowance at Entitlement Code "MA" of Table 3 of Part B, is the average, rounded to the nearest five cents, of the amounts prescribed for the overtime meal allowances for breakfast, lunch and dinner at Item 19 of Table 1 Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002 as subsequently adjusted pursuant to subclause 8.3.1.3.
- 8.3.1.2 The Refreshment Allowance at Entitlement Code "RA" of Table 3 of Part B, is half, rounded to the nearest five cents, of the amount at Entitlement Code "MA" of Table 3 of Part B.
- 8.3.1.3 The amounts specified in subclauses 8.3.1.1 and 8.3.1.2 shall be adjusted on 1 July in line with the corresponding reasonable allowance amount for overtime meals for the appropriate financial year as published by the Australian Taxation Office (ATO).

9. Use of Personal Transport

9.1 Attendance at an incident

9.1.1 Where it is necessary for an employee to use the employee's private vehicle to attend an incident, the employee shall be paid at the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, per kilometre, as follows:

- 9.1.1.1 The return distance from the employee's residence to the station or the distance actually travelled on the forward and return journeys to the station, which ever is the lesser, provided that payment shall be limited in all instances to a return distance of 14 kilometres; and
- 9.1.1.2 The return distance from the station to the incident, if it is necessary for the employee to use the employee's private vehicle to travel from the station to the incident.

9.2 Attendance at Authorised Meetings and Other Duties

9.2.1 Where an employee is required to use the employee's private vehicle to attend such meetings or to perform such other authorised duties as prescribed in subclause 6.6, the employee shall be paid the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, of this Award per kilometre for the actual distance necessarily and reasonably travelled for that purpose.

- 9.2.1.1 Provided that where an employee is authorised to, and does, use his or her own private vehicle and the principal purpose of the journey is, or is as a consequence of, the transportation of the Department's equipment and/or appliances from one location to another, then such employee shall be paid the appropriate rate per hour prescribed for the employee's classification in addition to the rate per kilometre prescribed at Entitlement Code "KM" of Table 3 of Part B. Provided further that, for the purposes of this subclause:
- 9.2.1.1.1 An employee's turnout gear shall not be regarded as equipment.
- 9.2.1.1.2 The hourly rate shall be paid on a basis similar to travelling time. That is, no minimum period of payment and all time to be paid to the minute.
- 9.2.1.1.3 Where the reason for the journey is to attend an incident, the normal provisions of this Award shall apply in lieu of the provisions of this subclause.

9.2.2 The provisions of this clause shall not apply where transport is provided by the Department.

9.2.3 Employees who are required to attend such meetings or perform such authorised duties, but do not use their private vehicle and are therefore not entitled to claim the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, shall be entitled to claim travelling time and/or travelling expenses in accordance with clause 19, Travelling Compensation.

10. Annual Leave

- 10.1 On each anniversary of an employee's appointment to the Brigade, an employee shall be entitled to annual leave. Such annual leave shall accrue at the rate of four weeks for each completed year of service and shall, subject to subclause 10.8, be taken in multiple periods of not less than 3 consecutive days.
- 10.2 An employee with less than twelve months service may, subject to approval by the Department and the requirements of subclause 10.1, take in advance leave which has accrued.
- 10.3 Wherever possible, annual leave shall be taken within six months of the date on which the leave becomes due. Provided that, in all cases, annual leave must be granted and taken within twelve months of the date on which it becomes due.
- 10.4 As far as possible, annual leave shall be granted to coincide with the employee's leave period from the employee's primary form of employment.
- 10.5 Payment for annual leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department, excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (e.g. payments for meals, accommodation and for kilometres travelled).
- 10.6 An employee who is directed to return to duty in the case of an emergency whilst on annual leave, shall have any day or part thereof re-credited.
- 10.7 An employee shall be paid in advance for a period of approved annual leave, providing such employee has given a minimum of six weeks written notice of the date on which the leave is to commence.
- 10.8 An employee may elect, with the consent of the Department, to take annual leave not exceeding ten days in single-day periods in any calendar year.

11. Compassionate Leave

- 11.1 An employee, other than a casual employee, shall be entitled to up to two days compassionate leave without deduction of pay, on each occasion of the death of a person as prescribed in subclause 11.3 of this clause.
- 11.2 The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 11.3 Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Carer's Leave as set out in subparagraph 15.1.3.2 of clause 15, Carer's Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- 11.4 An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- 11.5 Compassionate leave may be taken in conjunction with other leave available under subclauses 15.2 and 15.3 of clause 15. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the Department.

12. Long Service Leave

- 12.1 Subject also to the provisions of subclause 12.9, an employee shall be entitled to long service leave calculated on the following bases:
- 12.1.1 For all continuous service prior to 1 April 1963, and provided that such previous service is also continuous with the employee's current service, at the rate of three months, for twenty years of service.
 - 12.1.2 For all continuous service on and subsequent to 1 April 1963, in the case of an employee who has completed ten years service, two months long service leave and for each five years completed service thereafter, a further one month long service leave.
- 12.2 On termination of services, in respect of the number of years service with the Department since the employee last became entitled to an amount of long service leave, a proportionate amount on the basis of two months for ten years service.
- 12.3 In the case of an employee who has completed at least seven years service and whose services are terminated or cease for any reason, such employee shall be paid a proportionate amount calculated at the rate of two months for ten years service.
- 12.4 In the case of an employee who has completed at least five years but less than seven years service and whose services are terminated by the Department for any reason, other than serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, such employee (or in the event of the death of the employee, the employee's estate) shall be paid a proportionate amount calculated at the rate of two months for ten years service.
- 12.5 Long service leave shall be granted subject to the convenience of the Department, as and when such leave becomes due (i.e. after seven (7) years) or any time thereafter.
- 12.6 Long service leave shall be granted for a minimum of a single day, subject to subclause 12.5 and be paid:
- 12.6.1 on full pay having provided one week's notice;
 - 12.6.2 on half pay having provided two weeks' notice; or
 - 12.6.3 on double pay having provided two weeks' notice..
- 12.7 For purposes of this clause:
- 12.7.1 full pay shall mean the greater average monthly remuneration received by the employee calculated over either the preceding twelve months or five years excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. The averages referred to in this subclause shall be calculated up to and including the end of the month immediately prior to the month during which the long service leave is taken or commences, as the case may be.
 - 12.7.2 half pay shall mean half the greater average monthly remuneration received by the employee calculated over either the preceding twelve months or five years excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. The averages referred to in this subclause shall be calculated up to and including the end of the month immediately prior to the month during which the long service leave is taken or commences, as the case may be.
- 12.8 The Employee's leave balance will be debited as follows:
- 12.8.1 the number of days taken on full pay.
 - 12.8.2 half the number days taken on half pay.

12.8.3 twice the number of days taken on double pay.

12.9 The term "remuneration" referred to in subclause 12.7 shall include all payments made to the employee by the Department, excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (e.g. payments for meals, accommodation and for kilometres travelled).

12.10 An employee who is directed to return to duty in the case of an emergency while on long service leave shall have any day or part thereof re-credited.

12.11 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:

12.11.1 employees may apply to take pro-rata Long Service leave after the completion of seven (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service leave on resignation or termination.

12.11.2 employees may apply to take a period of Long Service leave at double pay provided that:

12.11.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.

12.11.2.2 The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

12.11.2.3 Other leave entitlements, e.g., recreation leave, sick leave and Long Service leave will accrue at the single time rate where an employee takes Long Service leave at double time.

12.11.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.

12.11.2.5 Where an employee elects to take Long Service leave at double pay, the minimum period of actual absence should be not less than one (1) week.

12.11.3 where a public holiday falls during a period of Long Service leave the employee shall be paid for that day and additionally it shall not be deducted from the period of the leave.

12.11.3.1 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

13. Military Leave

13.1 Military leave may be granted to employees who are volunteer part-time members of the Defence Forces Reserves.

13.2 Such leave shall be available in accordance with the following provisions on a twelve month to twelve month basis, commencing on 1 July each year:

13.2.1 For members of the Navy Reserve - thirteen calendar days for the purpose of annual training and thirteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.

13.2.2 For members of the Army Reserve - fourteen calendar days for the purpose of annual training and fourteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.

- 13.2.3 For members of the Air Force Reserve - sixteen calendar days for the purpose of annual training and sixteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.
- 13.3 Where a Commanding Officer certifies in writing that it is obligatory for a member of the Reserves to attend training for a period that exceeds the leave granted under subclause 13.2, the Commissioner may grant further Military Leave up to four calendar days in any one Military Leave year.
- 13.4 Periods of approved Military Leave shall be regarded as Special Leave Without Pay.

14. Parental Leave

14.1 Definition of Parental Leave

14.1.1 For the purposes of this clause, Parental Leave is Maternity Leave, Other Parent Leave or Adoption Leave.

14.1.2 Maternity Leave is leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity Leave consists of an unbroken period of leave.

14.1.3 Other Parent Leave is leave taken by an employee who becomes a parent but is ineligible to be granted either Maternity Leave or Adoption Leave, but is to be the primary care giver of a child or who wishes to share the child caring duties with their partner.

14.1.4 Adoption Leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of five years (other than a child who has previously lived continuously with the employee for a period of at least six months or who is a child or step-child of the employee or of the employee's spouse).

14.1.5 For the purposes of this clause, "spouse" includes a de facto spouse and a former spouse.

14.2 Entitlement to Parental Leave

14.2.1 An employee is entitled to parental leave, as provided by this clause, in connection with the birth or adoption of a child.

14.2.2 Maternity Leave - all female employees who do not have the necessary service as prescribed in subclause 14.3.1 for paid Maternity Leave, shall be entitled to unpaid Maternity Leave of up to fourteen (14) weeks before the expected date of birth of the child.

14.2.3 Paid Maternity Leave may be granted to a female employee subject to the following conditions:

14.2.3.1 The female employee has applied for Maternity Leave within such time and in such manner as herein set out.

14.2.3.2 Before the expected date of birth has completed not less than forty weeks' continuous service. Paid Maternity Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay from the date Maternity Leave commences.

14.2.3.3 In addition to the unpaid or paid Maternity leave referred to in 14.2.2 & 14.2.3.2 respectively, all female employees shall be entitled to a further period of unpaid Maternity leave, provided that the total period of absence on Maternity leave shall not exceed sixty-one (61) weeks.

14.2.3.4 The period over which Annual and/or Long Service Leave combined with unpaid Maternity Leave, shall not exceed a total period of two years from the date of birth of the child.

14.2.4 Short Adoption Leave is an unbroken period of fourteen (14) weeks of unpaid leave, taken by an employee who does not have the necessary service for paid Adoption Leave as prescribed in subclause 14.3.1, from the time of placement of the child.

14.2.5 Paid Adoption Leave may be granted to an employee adopting a child subject to the following conditions:

14.2.5.1 The employee has applied for Adoption Leave within such time and in such manner as herein set out.

14.2.5.2 Before the commencement of Adoption Leave the employee has completed not less than forty weeks' continuous service.

14.2.5.3 The employee is to be the primary care giver of the child.

14.2.5.4 Paid Adoption Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay of Adoption Leave or the period of Adoption Leave taken, whichever is the lesser period.

14.2.5.5 In addition to the unpaid or paid Adoption leave referred to in 14.2.4 & 14.2.5.4 of this subclause respectively, all employees shall be entitled to a further period of unpaid Adoption leave, provided that the total period of absence on Adoption leave shall not exceed sixty-one (61) weeks.

14.2.6 Other Parent Leave is a period of up to a maximum of fifty-two (52) weeks of either unpaid or a combination of paid and unpaid parental leave taken from the date of birth of the child, or other termination of the pregnancy. Application for such leave must be made within such time and in such manner as herein set out. Other Parent leave shall consist of:

14.2.6.1 an unbroken period of up to one (1) week unpaid leave at the time of the birth of the child, or other termination of the pregnancy (short Other Parent leave) an unbroken period of up to one (1) week on full pay or two (2) weeks on half pay at the time of the birth of the child, or other termination of the pregnancy provided that at such time the employee has completed not less than forty (40) weeks continuous service

14.2.6.2 In addition to the unpaid or paid Other Parent leave referred to in 14.2.6.1, employees shall be entitled to a further period of unpaid Other Parent leave in order to be the primary care-giver of the child (extended Other Parent leave), provided that the total period of absence on Other Parent leave shall not exceed fifty-two (52) weeks.

14.2.7 Except as provided for in subclause 14.2.3 and 14.2.5, Parental Leave shall not extend beyond a period of one year after the child was born or adopted.

14.3 Length of Service for Eligibility

14.3.1 A female employee is entitled to paid Maternity Leave or, in the case of both male and female employees, paid Other Parent or Adoption Leave only if the employee has had at least forty weeks' continuous service.

14.3.2 There is no minimum period of employment for eligibility for unpaid Parental Leave.

14.3.3 Continuous service is service under one or more unbroken contracts of employment, including:

14.3.3.1 Any period of authorised leave or absence.

14.3.3.2 Any period of part-time work.

14.3.3.3 Full or part-time service within the public sector.

14.4 Notices and Documents required to be given to the Commissioner

14.4.1 Maternity Leave - The notices and documents to be given to the Commissioner for the purposes of taking Maternity Leave are as follows:

14.4.1.1 The female employee should give at least eight weeks' written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances).

14.4.1.2 The female employee must, at least four weeks before proceeding on leave, give written notice of the dates on which the employee proposes to start and end the period of leave.

14.4.1.3 The female employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee is pregnant and the expected date of birth.

14.4.2 Other Parent Leave - The notices and documents to be given to the Commissioner for the purposes of taking Other Parent Leave are as follows:

14.4.2.1 In the case of extended Other Parent Leave, the employee should give at least ten weeks written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances).

14.4.2.2 The employee must, at least four weeks before proceeding on leave, give notice of the dates on which the employee proposes to start and end the period of leave.

14.4.2.3 The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee's spouse is pregnant and the expected date of birth.

14.4.2.4 In the case of extended Other Parent leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

14.4.2.4.1 Any period of Maternity Leave sought or taken by their spouse.

14.4.2.4.2 That they are seeking that period of extended Other Parent Leave to become the primary care-giver of the child.

14.4.3 Adoption Leave - The notices and documents to be given to the Commissioner for the purposes of taking Adoption Leave are as follows:

14.4.3.1 In the case of extended Adoption Leave, the employee should give written or oral notice of any approval or other decision to adopt a child at least ten weeks before the expected date of placement (unless it is not reasonably practicable to do so in the circumstances).

14.4.3.2 The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least fourteen days before proceeding on such leave.

14.4.3.3 The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes.

- 14.4.3.4 In the case of extended Adoption Leave, the employee must, before the start of such leave, provide a statutory declaration by the employee stating:
- 14.4.3.4.1 Any period of Adoption Leave sought or taken by his or her spouse.
- 14.4.3.4.2 The employee is seeking that period of extended Adoption Leave to become the primary care-giver of the child.
- 14.4.4 An employee does not fail to comply with this clause if the failure was caused by:
- 14.4.4.1 The child being born (or the pregnancy otherwise terminating) before the expected date of birth.
- 14.4.4.2 The child being placed for adoption before the expected date of placement.
- 14.4.4.3 Other compelling circumstances.
- 14.4.5 In the case of the birth of a living child, notice of the period of leave is to be given within two weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within two weeks after the placement of the child.
- 14.4.6 An employee must notify the Commissioner of any change in the information provided under this clause within two weeks after the change.
- 14.4.7 If required by the Commissioner, an employee who applies for Parental Leave is to give the Commissioner a statutory declaration, or enter into an agreement with the Commissioner, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.
- 14.5 Continuity of Service - Parental leave does not break an employee's continuity of service, but subject to subclauses 14.5.1, 14.5.2 and 14.5.3 is not to be taken into account in calculating an employee's period of service for any other purposes.
- 14.5.1 Any period of paid Adoption, paid Maternity or paid Other Parent Leave shall count as full service for the purposes of determining progression either within a classification or from one classification to another. However, unpaid Parental Leave shall not count as service for determining such progression.
- 14.5.2 Adoption Leave on full pay, Maternity Leave at full pay and Other Parent Leave at full pay shall count as full service for the purposes of determining all forms of leave.
- 14.5.3 Unpaid Parental Leave shall not count as service for determining any form of leave entitlement, except for Long Service Leave in cases where at least ten years of service has been completed and unpaid Parental Leave does not exceed six months.
- 14.6 Simultaneous taking of Parental Leave - Subject to subclause 14.20.1.1, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 14.6.1 For maternity and Other Parent leave, an unbroken period of up to one week at the time of the birth of the child;
- 14.6.2 For adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

14.7 Cancellation of Parental Leave -

14.7.1 Before starting leave - Parental leave applied for but not commenced is automatically cancelled if:

14.7.1.1 The employee withdraws the application for leave by written notice to the Commissioner.

14.7.1.2 The pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.

14.7.2 After starting leave -

If:

14.7.2.1 The pregnancy of the employee or the employee's spouse terminates other than by the birth of a living child while the employee or spouse is on parental leave, provided:

14.7.2.1.1 If a child is still-born the female employee may elect to take available Sick Leave or Maternity Leave.

14.7.2.1.2 In the event of a miscarriage any absence from work is to be covered by the current Sick Leave provisions.

14.7.2.2 The child in respect of whom an employee is then on Parental Leave dies, or

14.7.2.3 The placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee is entitled to resume work at a time nominated by the Commissioner within two weeks after the date on which the employee gives the Commissioner a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

14.7.3 The provisions of subclause 14.7 do not affect an employee's entitlement to special maternity leave or special adoption leave.

14.8 Parental Leave and other Leave

14.8.1 An employee may take any annual leave or long service leave to which the employee is entitled instead of, or in conjunction with parental leave.

14.8.2 However, the total period of leave cannot be so extended beyond the maximum period of Parental Leave authorised by this clause.

14.8.3 The maximum period of Parental Leave authorised by this clause is reduced by any period of paid sick leave taken by the employee while on Maternity Leave.

14.8.4 Any paid absence authorised by law or by an award, enterprise agreement or contract of employment is not available to an employee on Parental Leave, except if the paid absence is:

14.8.4.1 Annual Leave or Long Service Leave.

14.8.4.2 In the case of Maternity Leave - Sick Leave.

14.9 Employee and Commissioner may agree to interruption of Parental Leave by return to work -

14.9.1 An employee on Parental Leave may, with the agreement of the Commissioner, break the period of leave by returning to work for the Department, provided that:

14.9.1.1 A female employee who gives birth to a living child shall not resume duty until six weeks after the birth of the child, unless special arrangements for early return are made at the request of the female employee and supported by a certificate from a qualified medical practitioner.

14.9.1.2 A female employee who has returned to full-time duty after less than her full entitlement to maternity leave, shall be entitled to revert to maternity leave either on a full-time or part-time basis if she so elects. This election may be exercised only once and a minimum of four weeks notice (or less if acceptable to the Commissioner) of her intention to resume maternity leave must be given.

14.9.2 The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this clause.

14.10 Extension of period of Parental Leave

14.10.1 An employee may extend the period of parental leave once only, by giving the Commissioner notice in writing of the extended period at least fourteen days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this clause.

14.10.2 Subject to the provisions of subclause 14.20, an employee may extend the period of parental leave at any time with the agreement of the Commissioner. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this clause.

14.10.3 This subclause applies to an extension of leave whilst the employee is on leave or before the employee commences leave.

14.11 Shortening of period of Parental Leave

14.11.1 An employee may shorten the period of Parental Leave with the agreement of the Commissioner and by giving the Commissioner notice in writing of the shortened period at least fourteen days before the leave is to come to an end.

14.12 Return to work after Parental Leave

14.12.1 An employee returning to work after a period of Parental Leave is entitled to be employed in:

14.12.1.1 The classification (if possible, at the same location) held by the employee immediately before proceeding on that leave.

14.12.1.2 If the employee was transferred to a safe job before proceeding on Maternity Leave - the classification (if possible, at the same location) held immediately before the transfer.

14.12.2 If the classification no longer exists but there are other classifications available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a classification as comparable as possible in status and pay to that of the employee's former classification.

14.12.3 The provisions of subclause 14.12 extend to a female employee returning to work after a period of Special Maternity Leave and Sick Leave.

14.13 Payment

14.13.1 Payment for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Maternity Leave may be made:

14.13.1.1 In advance in a lump sum.

14.13.1.2 On a normal fortnightly basis.

14.13.1.3 Payment for such period of leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (e.g. payments for meals, accommodation and for kilometres travelled).

14.13.2 Payment to eligible employees for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Adoption Leave may be made:

14.13.2.1 In advance in a lump sum.

14.13.2.2 On a normal fortnightly basis.

14.13.2.3 Payment for such period of leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause "total amount" shall include all payments made to the employee by the Department excluding payments made as compensation or reimbursement for expenses (e.g. payments for meals, accommodation and for kilometres travelled).

14.14 Commissioner's Obligations

14.14.1 Information to Employees - On becoming aware that an employee (or an employee's spouse) is pregnant, or that an employee is adopting a child, the Commissioner must inform the employee of:

14.14.1.1 The employee's entitlements to Parental Leave under this clause.

14.14.1.2 The employee's obligations to notify the Commissioner of any matter under this clause.

14.14.2 Records - The Commissioner must keep for at least six years, a record of Parental Leave granted under this clause to employees and all notices and documents given under this clause by employees or the Commissioner.

14.15 Termination of Employment because of Pregnancy etc.

14.15.1 The Commissioner must not terminate the employment of an employee because:

14.15.1.1 The employee is pregnant or has applied to adopt a child.

14.15.1.2 The employee has given birth to a child or has adopted a child.

14.15.1.3 The employee has applied for, or is absent on Parental Leave, but otherwise the rights of the Commissioner in relation to termination of employment are not affected by this clause.

14.15.2 For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was a substantial and operative reason for termination.

14.15.3 This clause does not affect any other rights of a dismissed employee.

14.16 Replacement Employees

14.16.1 A replacement employee is a person who is specifically employed as a result of an employee proceeding on Parental Leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).

14.16.2 Before a replacement employee is employed, the Commissioner must inform the person of the temporary nature of the employment and of the rights of the employee on Parental Leave to return to work.

14.16.3 A reference in this clause to an employee proceeding on leave includes a reference to a pregnant employee exercising a right to be transferred to a safe job.

14.17 Transfer to a Safe Job

14.17.1 This subclause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the Commissioner under the *Work Health and Safety Act 2011*.

14.17.2 The Commissioner is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to risk as follows:

14.17.2.1 Where a female employee is confirmed pregnant she is to notify the Regional Commander or Officer-in-Charge as soon as possible who will, in turn, direct that she be withdrawn from operational firefighting duties.

14.17.2.2

14.17.2.2.1 The standard issue uniform is to be worn by members until the pregnancy becomes apparent prior to the birth and from the tenth week, if practicable, following the birth.

14.17.2.2.2 Employees will be provided with a maternity uniform for use when appropriate.

14.17.2.3 An employee on maternity leave who gives birth to a living child shall not resume operational firefighting duties until thirteen weeks have elapsed after the birth of the child, unless a special request for early return is made by the employee supported by a medical certificate from a qualified medical practitioner, subsequently endorsed by the Department's Occupational Health Physician.

14.17.2.4 Duties other than fire fighting may be undertaken after six weeks following the birth of the child, if endorsed by the Occupational Health Physician.

14.17.2.5

14.17.2.5.1 Upon withdrawal from operational firefighting duties alternate work of a suitable nature is to be provided.

- 14.17.2.5.2 Allocation of duties will be determined by the Department following consultation between the Department's Occupational Health Physician, the employee's Officer-in-Charge and the employee.
- 14.17.3 If such an adjustment is not feasible or cannot reasonably be required to be made, the Commissioner is to transfer the employee to other work where she will not be exposed to that risk.
- 14.17.4 If such a transfer is not feasible or cannot reasonably be required to be made, the Commissioner is to grant the employee Maternity Leave under this clause (or any available paid Sick Leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.
- 14.18 Special Maternity Leave and Sick Leave
- 14.18.1 If the pregnancy of an employee not then on maternity leave terminates before the expected date of birth (other than by the birth of a living child) or she suffers illness related to her pregnancy:
- 14.18.1.1 The employee is entitled to such period of unpaid leave (to be known as special Maternity Leave) as a medical practitioner certifies to be necessary before her return to work.
- 14.18.1.2 The employee is entitled to such paid sick leave (either instead of or in addition to special Maternity Leave) as she is then entitled to and as a medical practitioner certifies to be necessary before her return to work.
- 14.19 Special Adoption Leave
- 14.19.1 An employee who is seeking to adopt a child is entitled to up to two days unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure.
- 14.20 Right to request
- 14.20.1 An employee entitled to parental leave may request the employer to allow the employee:
- 14.20.1.1 to extend the period of simultaneous parental leave up to a maximum of eight weeks;
- 14.20.1.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- to assist the employee in reconciling work and parental responsibilities.
- 14.20.2 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.
- 14.20.3 Employee's request and the employer's decision to be in writing:
- The employee's request and the employer's decision made under 14.20.1 and 14.20.2 must be recorded in writing.
- 14.21 Communication during parental leave
- 14.21.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- 14.21.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- 14.21.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 14.21.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken and whether the employee intends to return to work.
- 14.21.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause 14.21.1.

15. Carer's Leave

15.1 Use of Sick Leave

- 15.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 15.1.3.2, who needs the employee's care and support shall be entitled to use, in accordance with this clause, any current or accrued Sick Leave entitlement, provided for at clause 15, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 15.1.2 The employee shall, if required, establish 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. In normal circumstances an employee must not take Carer's Leave under this clause where another person has taken leave to care for the same person.
- 15.1.3 The entitlement to use Sick Leave in accordance with this clause is subject to:
 - 15.1.3.1 The employee being responsible for the care of the person concerned.
 - 15.1.3.2 The person concerned being:
 - 15.1.3.2.1 A spouse of the employee.
 - 15.1.3.2.2 A de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and 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.
 - 15.1.3.2.3 A child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee.
 - 15.1.3.2.4 A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis.
 - 15.1.3.2.5 A relative of the employee who is a member of the same household where, for the purposes of this subclause:
 - 15.1.3.2.5.1 "Relative" means a person related by blood, marriage or affinity.
 - 15.1.3.2.5.2 "Affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other.

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

15.1.4 An employee shall, wherever practicable, give the Department notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their 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 Department by telephone of such absence at the first opportunity on the day of absence.

15.2 Unpaid Leave for Family Purpose

15.2.1 An employee may elect, with the consent of the Department, to take unpaid leave for the purpose of providing care and support to a class of person, as set out in subclause 15.1.3.2, who is ill.

15.3 Annual Leave

15.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

15.3.2 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

16. Sick Leave

16.1 In every case of illness or incapacity sustained by an employee whilst off duty, the following conditions shall apply.

16.2 Such employee shall, as soon as practicable, inform their immediate supervisor of such inability to attend for duty and as far as possible, shall state the estimated duration of their absence.

16.3 Subject to the provisions of subclause 16.8, such employee shall forward to their immediate supervisor, a medical certificate stating the nature of the illness or incapacity and, if known, the date the employee is fit to resume duty. If a medical certificate does not specify the date the employee is fit to resume duty, the employee must, before being entitled to resume duty, furnish a further medical certificate to the effect that the employee has recovered from the illness or incapacity and is fit for duty, unless a person authorised by the Commissioner dispenses with this requirement.

16.4 If so required, such employee shall submit to an examination by, or arranged by, the Department's medical officer.

16.5 Every employee who is absent from duty for a period of more than twenty-eight days will have their case reviewed by the Department's medical officer, or a medical officer nominated by the Department, and must be certified by such medical officer as fit for duty prior to being permitted to resume duty. An employee who is required to attend the Department's medical officer or nominated medical officer shall be reimbursed any out of pocket expenses reasonably and necessarily incurred. The Department shall meet the cost of any such consultation.

16.6 The granting of Sick Leave, the duration thereof and the pay, if any, for the same shall be on the following basis:

16.6.1 One week paid sick leave for each year of service, cumulative, less any paid Sick Leave taken, to a maximum of twenty six weeks.

16.6.2 Sick Leave beyond that provided for in subclause 16.6.1 shall be Sick Leave without pay.

16.6.3 Payment for Sick Leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or

suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (e.g. payments for meals, accommodation and for kilometres travelled).

- 16.7 Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement has already been exhausted, or whose right to sick leave is not established, the Department may deduct the amount overpaid from any future payments made to the employee concerned in accordance with the provisions of subclause 6.13.
- 16.8 Employees are entitled to take unsupported sick leave absences, where no medical certificate is required, subject to the following provisions:
- 16.8.1 Such absences may not exceed 3 separate days in any calendar year; and
- 16.8.2 Such absences may not be taken on consecutive days; and
- 16.8.3 Such absences may not be taken on public holidays; and
- 16.8.4 Such absences may not be taken in relation to any matter that may be covered by workers' compensation.

16A. Domestic and Family Violence Leave

- 16a.1 The definition of domestic violence is found in clause 4, Definitions, of this Award;
- 16a.2 Employees experiencing domestic violence are entitled to 10 days paid domestic and family violence leave per calendar year (non-cumulative and able to be taken in part-days, single days, or consecutive days). The leave is to be available for employees experiencing domestic and family violence, for purposes including:
- i. seeking safe accommodation;
 - ii. attending medical, legal police or counselling appointments relating to their experience of domestic and family violence;
 - iii. attending court and other legal proceedings relating to their experience of domestic and family violence;
 - iv. organising alternative care or education arrangements for their children; or
 - v. other related purposes approved by the employer.
- 16a.3 The leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
- 16a.4 When approving leave, the Department needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require proof such as:
- i. an agreed document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession;
 - ii. a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or
 - iii. a medical certificate.
- 16a.5 Part-time employees will be entitled to the leave on a pro-rata basis

- 16a.6 Where the entitlements provided by this clause have been exhausted, other available leave entitlements provided for under this Award may be applied for by employees experiencing domestic and family violence.
- 16a.7 Personal information concerning domestic and family violence will be kept confidential by the Department
- 16a.8 The Department 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.

17. Special Leave for Union Activities

- 17.1 Attendance at Union Conferences/Meetings
- 17.1.1 Employees who are members of the Union and accredited by the Union as a delegate are entitled to special leave with pay to attend the following:
- 17.1.1.1 Annual or bi-annual conferences of the Union.
 - 17.1.1.2 Annual conferences of the United Firefighters Union of Australia; and
 - 17.1.1.3 Meetings of the Union's Executive/Committee of Management.
 - 17.1.1.4 Annual conference of Unions NSW.
 - 17.1.1.5 Bi-annual conference of the Australian Council of Trade Unions.
- 17.1.2 While there is no limit on special leave for Union activities, such leave is to be kept to a minimum and is subject to the employee:
- 17.1.2.1 Establishing accreditation as a delegate with the Union.
 - 17.1.2.2 Providing sufficient notice of absence to the Department.
 - 17.1.2.3 Lodging a formal application for special leave.
- 17.1.3 Such leave is also subject to the Union:
- 17.1.3.1 Providing documentary evidence to the Department about an accredited delegate in sufficient time to enable the Department to make arrangements for performance of duties.
 - 17.1.3.2 Meeting all travelling, accommodation and any other costs incurred for the accredited delegate.
 - 17.1.3.3 Providing the Department with confirmation of attendance of the accredited delegate.
- 17.1.4 Providing the provisions of this clause are satisfied by both the employee and the Union, the Department shall:
- 17.1.4.1 Release the accredited delegate for the duration of the conference or meeting.
 - 17.1.4.2 Grant special leave (with pay).
 - 17.1.4.3 Ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

17.1.5 Period of Notice -

- 17.1.5.1 Generally, dates of conferences or meetings are known well in advance and it is expected that the Department would be notified as soon as accreditation has been given to a delegate, or at least two weeks before the date of attendance.
- 17.1.5.2 Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the Department as soon as advice of the meeting is received by the accredited delegate.

17.1.6 Travel Time -

- 17.1.6.1 Where a delegate has to travel to Sydney, inter or intra State, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

17.1.7 Payment -

- 17.1.7.1 An employee entitled to special leave in terms of this clause shall, for the period of such special leave, be deemed to have attended any incident, drill or other authorised duties which occurred at the employee's Brigade during such leave, and be paid accordingly.

17.1.8 Special leave in terms of this clause shall count as service for all purposes.

17.1.9 Availability of Special Leave -

- 17.1.9.1 Special leave shall not be available to employees whilst they are on any period of other leave.

17.2 Attendance at Courses/Seminars Conducted or Supported by Trade Union Education Foundation (TUEF).

17.2.1 Except where inconsistent with the provisions of subclause 17.2, the provisions of subclause 17.1 of this clause shall also apply to attendance at courses or seminars conducted or supported by TUEF.

17.2.2 Up to a maximum of twelve days in any period of two years may be granted to employees who are members of the Union.

17.2.3 The grant of leave to attend courses or seminars conducted or supported by TUEF, is subject to the following conditions:

- 17.2.3.1 Departmental operating requirements permit the grant of leave and the absence does not result in working of overtime by other employees.
- 17.2.3.2 Expenses associated with attendance at such courses or seminars, eg. fares, accommodation, meal costs, etc., will be required to be met by the employee concerned but, subject to the maximum prescribed in subclause 17.2.2, special leave may include travelling time necessarily required to attend courses or seminars.
- 17.2.3.3 Applications for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such a course or seminar and supports the application.

17.3 Union officers and staff

17.3.1 Employees who are selected, by election or appointment, to hold a position of full time employment with the Union or an honorary office on the Union's State Committee of Management may, upon request, have such dates and times as were reasonably necessary for them to perform their Union duties excluded in accordance with subclause 28.2 when determining their levels of attendance.

18. Court Attendance Entitlements

18.1 The provisions of this clause shall apply to employees attending Court (which term shall include any related conferences) as a:

18.1.1 Result of the duties performed by the employee in the employee's position with the Department, including attendance at an incident.

18.1.2 Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.

18.1.3 Witness in a private capacity.

18.2 Attendance at Court as a result of the duties performed by an employee in the employee's position with the Department, including attendance at an incident.

18.2.1 Such attendance shall be regarded as attendance in an official capacity and uniform must be worn.

18.2.2 Other than monies paid as reimbursement for loss of income as an employee of the Department, employees may retain all monies paid in connection with their attendance as a witness.

18.2.3 In addition to any monies to which an employee may be entitled pursuant to subclause 18.2.2, employees shall be paid at the rate applicable to the employee's classification, from the time the employee is required to attend Court to the time on that day that the employee is no longer required by the Court.

18.2.4 Travelling time and travel expenses in excess of any compensation therefor paid by the Court or other party shall be compensated in accordance with clause 20, Travelling Compensation.

18.2.5 Where the employee is recalled to duty to attend Court while on Annual or Long Service Leave, such employee shall be re-credited with a full days leave, for each day or part thereof.

18.2.6 Where an employee is subpoenaed to attend Court while on Sick Leave it is the responsibility of the employee to ensure that the circumstances are communicated to the Court. If the employee is still required to and does attend Court, the sick leave debited for that period shall be re-credited and the entitlements provided for in subclauses 18.2.2, 18.2.3 and 18.2.4 shall apply.

18.3 Where an Employee Attends Court

18.3.1 As a Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department; or as a witness in a Private Capacity, (i.e., not subpoenaed by the Crown):

18.3.1.1 The employee shall only be entitled to Special Leave Without Pay from the Department to attend Court.

18.3.1.2 Any claim for reimbursement of expenses, compensation for travelling time, lost income etc. is to be made by the employee to the Court and/or the party issuing the subpoena. The employee may retain all monies paid as a consequence of such claims.

- 18.4 An employee who attends jury duty is entitled to Special Leave Without Pay for the duration of the jury duty if attending court affects their availability to turn out. This leave is available whether or not the employee accepts jury fees.

19. Training Course Attendance Entitlements

- 19.1 The provisions of this clause shall apply to attendance at training programs (other than regular drills) delivered by, on behalf of, or approved by the Department.

19.2 Accommodation

19.2.1 The Commissioner (or delegate) shall approve appropriate accommodation for an employee, if it can be demonstrated that an unreasonable amount of travelling time and/or distance is involved when travelling to and from the employee's residence to the training venue.

19.2.2 Where Departmental accommodation is not provided to an employee with an entitlement to accommodation, the relevant accommodation provisions prescribed by clause 20, Travelling Compensation, shall be paid.

19.2.3 Where it is not possible for an employee to travel to the training venue on the first day of the course or where the travelling time would be unreasonable to travel on the first day of the course, the employee shall be entitled to appropriate accommodation on the evening prior to the start of the course. If it is not possible for an employee to travel from the training venue to his or her residence at the conclusion of the course or if the travelling time would be unreasonable, the employee shall be entitled to appropriate accommodation on the evening of the last day of the course. Approval must be obtained from the Commissioner (or delegate) prior to bookings being made.

19.2.4 Notwithstanding the provisions of this subclause, any employee who considers that these criteria would cause undue hardship etc. may make application for special consideration. All such applications will be considered on their individual merits according to the program content and the starting and completion times, on a daily basis.

19.3 Meals

19.3.1 All employees attending training programs which extend for a whole day shall be provided with morning/afternoon tea and lunch.

19.3.2 Where employees have been granted approval for overnight accommodation and when such accommodation is provided by the Department, expenses reasonably and properly incurred shall be reimbursed in accordance with clause 20, Travelling Compensation.

19.3.3 Employees who are not required to accommodate themselves overnight shall, where appropriate, be paid the relevant meal allowances prescribed by clause 20, Travelling Compensation.

19.3.4 Meal allowances are not payable during times at which an accommodation allowance (as prescribed in subclause 19.2.2) has been paid. A component of the accommodation allowance compensates for the costs associated with breakfast, lunch and evening meals.

19.4 Incidentals

19.4.1 Employees who are provided with Departmental accommodation shall be entitled to claim the appropriate incidental allowance as prescribed by clause 20, Travelling Compensation.

19.4.2 The incidental allowance cannot be claimed for any day during which an accommodation allowance referred to in subclause 19.2.2 is paid. The incidental allowance forms a component of the accommodation allowance and amongst other things, recognises the cost associated with personal telephone calls, etc.

19.5 Travelling Time

19.5.1 Compensation shall be in accordance with Clause 20, Travelling Compensation.

20. Travelling Compensation

20.1 Travelling Time - When an employee is required to travel for purposes other than attending regular drills or incidents, the employee may apply for payment, at the rate applicable to the employees' classification, for time spent travelling subject to the following:

20.1.1 Where the employee has travelled overnight but has been provided with sleeping facilities, the travelling time shall not include travel between 2300 hours on one day and 0730 hours on the next day.

20.1.2 Travelling time does not include time spent taking a meal when the employee stops a journey to take the meal.

20.1.3 Travelling time shall be calculated by reference to the use of the most practical and economic means of transport.

20.1.4 Payment will not be made or allowed for more than eight hours in any period of twenty-four hours.

20.1.5 Where an employee is in receipt of the kilometre allowance prescribed at Entitlement Code "KM" of Table 3 of Part B, such employee shall not be entitled to claim compensation for travelling time.

20.2 Meal Allowances - When an employee is required to perform official duty at a temporary work location, other than attendance at incidents or regular drills, and is not required to reside away from home (a one day journey), the employee shall be eligible to be paid the following meal allowances, subject to the following conditions:

20.2.1 For breakfast when required to commence travel at/or before 0600 hours, the amount set at Item 1 of Table 5 of Part B.

20.2.2 For lunch when, by reason of the journey, an employee is unable to take lunch at the place or in the manner in which the employee ordinarily takes lunch and is put to additional expense, the amount set at Item 2 of Table 5 of Part B, or an amount equivalent to the additional expense, whichever is the lesser.

20.2.3 For an evening meal when required to work or travel until or beyond 1830 hours, an amount set at Item 3 of Table 5 of Part B.

20.2.4 Meal Allowances shall not be paid where the employee is provided with an adequate meal.

20.3 Accommodation Allowances - When an employee is required to perform official duty at a temporary work location, other than attendance at incidents or regular drills, which requires the employee to reside away from home and the employee is not provided with accommodation by the Government, the employee shall be eligible to be paid the following accommodation (sustenance) allowances subject to the conditions set out below:

20.3.1 For the first thirty five calendar days, the appropriate amounts set at Item 4 of Table 5 of Part B.

20.3.2 The actual necessary expenses for meals and accommodation (actuals), together with incidental expenses as appropriate, set at Item 5 of Table 5 of Part B. The necessary expenses do not include morning and afternoon tea.

20.3.3 After the first thirty five calendar days and for up to six months an employee shall be paid an allowance at the rate set at Item 6 of Table 5 of Part B provided the allowance paid to an

employee, temporarily located in Broken Hill shall be increased by 20%. The allowance is not payable in respect of:

20.3.3.1 Any period during which the employee returns home on weekends or public holidays, commencing with the time of arrival at the residence and ending at the time of departure from the residence.

20.3.3.2 Any other period during which the employee is absent from the temporary work location (including leave) otherwise than on official duty, unless approved by the Commissioner.

20.3.4 The capital city rate shall apply to Sydney as bounded by the GSA.

20.3.5

20.3.5.1 Where an employee proceeds directly to a temporary work location in a Capital city and returns direct, the Capital city rate applies to the whole absence.

20.3.5.2 Where an employee breaks the journey, other than for a meal, in a centre that is not a Capital city, the Capital city rate applies only in respect of the time spent in the Capital city, the elsewhere rate applies to the remainder of the absence.

20.4 Incidental Expenses Allowances - Government Provided Accommodation - When an employee is required to perform official duty at a temporary work location which requires that the employee reside away from home and is provided with accommodation by the Government, the employee shall be eligible to be reimbursed expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform that duty and in addition be paid an allowance at the rate set at Item 7 of Table 5, of Part B as appropriate. Such expenses are limited to costs in relation to food, laundry and accommodation that exceed what would normally have been incurred at home. Any meal taken at a Government establishment is to be paid for and appropriate reimbursement sought.

20.5 Additional Provisions

20.5.1 Unless specifically provided for in Clause 19, Training Course Attendance Entitlements or Clause 18, Court Attendance Entitlements, the provisions of this clause shall not apply in the circumstances provided for by those clauses.

20.5.2 When an employee is required to travel to a temporary work location or to attend a training course or conference on what would normally be regarded as a one day journey and the total time of absence will exceed 13 hours, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence. In such cases, employees shall be entitled to the accommodation allowances or reimbursement of expenses, as appropriate.

20.5.3 The claim for an accommodation allowance or reimbursement of expenses shall be for the whole of the period of absence and cannot be dissected into part of the time of the absence by way of allowance and part of the absence being compensated by reimbursement.

20.5.4 When an employee in receipt of an accommodation allowance is granted leave to return home from a temporary work location, the employee shall be reimbursed for the cost of the return rail fare or, if a first class rail service is reasonably available, the cost of a first class return rail fare. No taxi fares or other incidental expenses are payable.

20.5.5 Employees shall be entitled, subject to Departmental approval, to use either their private vehicle or public transport on the following basis:

20.5.5.1 Reimbursement is not to be paid for a journey if an official motor vehicle is used for the journey.

- 20.5.5.2 Where employees are granted approval to use their private vehicles, such employees shall receive the kilometre rate, set at Entitlement Code "KM" of Table 3 of Part B, for the actual distance necessarily and reasonably travelled. Employees in receipt of the rate set at Entitlement Code "KM" of Table 3 of Part B, shall not be entitled to the provisions of subclause 20.1, Travelling Time.
- 20.5.5.3 Employees who are required to utilise public transport shall be reimbursed the necessary costs incurred.
- 20.5.5.4 The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.
- 20.5.5.5 Unless special circumstances exist, the employee's work, the mode of transport used and the employee's travel itineraries are to be organised and approved in advance so that compensation for travel time and payment of allowances is reasonably minimised.
- 20.5.6 Where a meal allowance or an accommodation allowance is insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid so as to reimburse the employee for the additional expenses incurred, subject to the following:
- 20.5.6.1 The Commissioner may require the production of receipts or other proof that expenditure was incurred.
- 20.5.6.2 If any expense in respect of which an allowance is payable was not properly and reasonably incurred by the employee in the performance of official duties, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 20.5.6.3 If any purported expense was not incurred by the employee, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 20.6 Claims - Claims should be submitted promptly, i.e., within one month from the completion of the work or within such time as the Commissioner determines.
- 20.6.1 The Commissioner may approve applications for advance payments of travelling and sustenance allowances. Such applications should detail the appropriate expenditure anticipated and be in accordance with In Orders 1982/34.
- 20.6.2 In assessing claims for travelling time and payment of allowances, reference should be made to the time that might reasonably have been taken by the particular mode of transport used. Provided that where an employee can demonstrate that the use of the means of transport proposed by the Department is unreasonable in the circumstances, the employee may apply to the Commissioner for a review of the Department's decision. Where an employee does not wish to use the means of transport proposed by the Department, e.g. air travel as against train or car travel, travelling time and allowances should be assessed on the basis that the most practical and economical means of transport is used.
- 20.6.3 Where an allowance is payable at a daily rate and a claim is made for a portion of the day, the amount to be paid is to be calculated to the nearest half hour.
- 20.7 The amounts set at Items 1 to 7 in Table 5 of Part B, shall be adjusted on 1 July in line with the corresponding reasonable allowance amounts for the appropriate financial year as published by the Australian Taxation Office (ATO).

21. Transfers

- 21.1 Subject to satisfactory attendance and service and the employee meeting Departmental residential guidelines, an employee may apply for a transfer from one Volunteer Brigade to another Volunteer Brigade.

- 21.2 In the event that the station to which the transfer is sought does not have a vacancy, the Department may appoint such employee as a supernumerary. Where an employee is not appointed as a supernumerary, such employee shall be placed on an eligibility list for appointment at the station when a vacancy arises.
- 21.3 Where a transfer does not result in a break in service, the employee's service shall be regarded as continuous.
- 21.4 Any employee transferred from one Volunteer Brigade to another Volunteer Brigade shall not be entitled to compensation or reimbursement of expenses in relation to that transfer.
- 21.5 When an employee is transferred to a new brigade, the employee's seniority in the new brigade will be determined as if that employee had always been with the new brigade, that is, firstly by rank and in the case employees of equal rank, by length of continuous service with FRNSW.
- 21.6 Employees holding the rank of Captain and Deputy Captain must relinquish that rank before they transfer, whereupon they will be placed in the new brigade in accordance with subclause 21.5.

22. Procedures Regarding Reports and Charges

- 22.1 When an employee is summoned to appear before the employee's Senior Officer or before the Department on a charge, appeal or formal inquiry, the employee shall be given particulars in writing of the charge or allegation, if any, against the employee, at least 48 hours before the hearing of the charge or appeal or the opening of the said inquiry. The employee shall be allowed access personally or by a representative duly authorised in writing by the employee, to all or any of the official papers, correspondence or reports of the Department relating to the charge, appeal, or subject of the said inquiry.
- 22.2 The employee also shall be allowed to give and to call evidence on the employee's own behalf and to hear review all evidence given.
- 22.3 If an employee so requests, the employee may be represented by an officer of the Union before the employee's Senior Officer or the Department on all such occasions.
- 22.5 Where the Department has for its own purposes, arranged for a transcript to be taken of proceedings on a charge, appeal or formal inquiry, a copy of such transcript shall be supplied free of cost to the employee concerned if, during the hearing or at the termination of the proceedings, a request therefor, in writing, is made by the employee.
- 22.6 After the Senior Officer has announced the recommendation or when the Department has made its decision as the result of a charge or an appeal, the employee concerned shall be informed thereof, in writing, within seven days after such announcement or decision has been made or has been given, as the case may be.
- 22.7 For the purposes of this clause "Senior Officer" means the employee's Senior Officer or an Officer of a higher rank.

23. Acknowledgment of Applications and Reports

- 23.1 When an employee makes an application or a report in writing to the proper officer, the employee shall be sent a memorandum or email acknowledging its receipt and noting the matter contained therein.
- 23.2 The result of an application shall be communicated to the employee no later than fourteen days after a decision has been reached. In cases where no decision has been reached within one month, the reason for the delay shall be communicated in writing, by memorandum or email, to the employee.
- 23.3 The provisions of this clause shall not apply in cases where other procedures are specifically stipulated (e.g. in Standing Orders or Commissioners Orders).

24. Training and Staff Development

- 24.1 The parties confirm their commitment to training and staff development for employees of the Department.
- 24.2 Employees covered by this Award shall be required to complete appropriate training to improve the productivity and efficiency of the Department's operations.
- 24.3 Employees shall be required to complete training in accordance with competency requirements as determined by the Commissioner.
- 24.4 An employee may be directed to carry out any duties appropriate to the employee's classification that are within the employee's level of skill, competence and training, provided that such direction does not promote deskilling.
- 24.5 Training Review Committee (TRC)
- 24.5.1 The TRC shall provide advice to the Commissioner on an effective and equitable system of training in Fire and Rescue NSW using the principles of Competency Based Training.
- 24.5.2 The structure of the TRC will consist of 3 representatives of the Department and 3 representatives of the Union.
- 24.5.3 The Chairperson of the Committee will alternate every 12 months between a nominee of the Department and the Union.
- 24.5.4 The role of the TRC will include (but not be limited to):
- 24.5.4.1 advising the Commissioner on the further development of training throughout Fire and Rescue NSW;
- 24.5.4.2 overseeing the implementation of a Competency Based Training regime throughout Fire and Rescue NSW;
- 24.5.4.3 considering Recognised Prior Learning (RPL) policy generally and in particular, it will consider individual applications for RPL.
- 24.5.5 Procedure
- 24.5.5.1 The TRC will meet at least once every four weeks, or as otherwise agreed between the parties.
- 24.5.5.2 Members of the TRC shall be released from day to day operations, except in the event of an incident or other emergency circumstances, for the purposes of fulfilling the above roles.
- 24.5.5.3 The TRC will be adequately resourced by the Department so that it can effectively fulfil the above roles.
- 24.5.6 The Commissioner is not bound to accept the advice of the TRC and may act independently of the TRC to implement changes to training within Fire and Rescue NSW provided that notice of any such decision to implement change is notified in accordance with clause 27.6, in which case clauses 27.7 to 27.9 inclusive shall apply.

25. Protective Clothing and Uniforms

- 25.1 For the purpose of this Clause:
- 25.1.1 "Personal Protective Equipment" means external clothing designed for personal protection at an incident.
- 25.1.2 "Duty Wear" means duty wear trousers and duty wear shirt.
- 25.1.3 "Dress Uniform" is limited to Dress Trousers, Slacks, Culottes, Skirts, Galatea and Pullover.
- 25.2 The Department shall supply to all employees two sets of appropriate Personal Protective Equipment and Duty Wear which shall meet relevant National and/or International Standards, or as otherwise agreed to with the Union.
- 25.3 Employees supplied with the above clothing shall wear it in accordance with Departmental instructions.
- 25.4 The provision of wet weather gear shall be in accordance with existing practice.
- 25.5 Where any Personal Protective Equipment or Duty Wear is supplied by the Department and is required to be worn by its employees, and such Personal Protective Equipment or Duty Wear becomes soiled or damaged in the execution of duty as to require cleaning or repairs, such cleaning or repairs shall be done at the expense of the Department. Provided that the above Dress Uniform items shall also be cleaned or repaired at the expense of the Department.
- 25.6 When an employee retires, resigns or is terminated, the Personal Protective Equipment issued to that employee shall be returned to the station to which the employee was attached. As much of that returned Personal Protective Equipment shall be retained at the station as is necessary to maintain an emergency supply of spare Personal Protective Equipment, provided that only properly fitting, cleaned and treated structure coats and over-trousers may be re-issued to another employee and further, that all new employees will be supplied with at least one new complete set of PPE regardless.

26. Disputes Avoidance Procedures

- 26.1 Subject to the provisions of the *Industrial Relations Act* 1996, and Clause 27.2, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply.
- 26.2 Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.3 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.4 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.5 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.
- 26.6 No action is to be taken by the Union which would affect the Department's operations whilst a dispute is under investigation.

26.7 Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal.

27. Organisational Change under Subclause 27.2

27.1. This clause recognises the capacity of the Commissioner to make decisions to effect change within the Department.

27.2

27.2.1 This clause applies to consultation and decisions regarding clause 24 (Training and Staff Development) and clause 30 (Alcohol and Other Drugs), to the exclusion of the procedures under clause 26.

27.2.2 This clause also applies in circumstances where the Commissioner decides to amend, revoke or replace the Procedural Guidelines specified in the Fire Brigades Amendment (Disciplinary Process) Regulation 2012, which amends Part 4 of the Fire Brigades Regulation 2008.

27.2.3 This clause also applies to any proposal by the Department which will result in, or is likely to result in, a substantial and ongoing reduction in the work collectively available to a brigade's employees.

27.3 Prior to making any decision to effect change under the specified clauses the Commissioner must consult with the Union.

27.4 Consultation will commence with a written notification to the Union regarding the proposed change(s). Thereafter there will be a reasonable opportunity for the Union to present its views in relation to the proposed changes.

27.5 If, during the consultation process, there is a reasonable basis for the Commissioner to conclude that the consultation process has been exhausted, the Commissioner shall advise the Union accordingly and the following procedures shall then operate.

27.6 The Commissioner will notify the Union and the workforce affected by the proposed change of his/her decision in relation to the subject of the proposed change as well as the process and timetable for its implementation.

27.7 If the matter remains in dispute and is referred by the Union to the Industrial Relations Commission within 7 days of the notification of the decision under clause 27.6, there will be no implementation of the change for a further 14 days from the date of notification, subject to any orders of the Industrial Relations Commission.

27.8 The Union and the Commissioner shall be bound by any order or determination of the Industrial Relations Commission in relation to the dispute.

27.9 If Industrial action is engaged in at any stage in the operation of the process under this clause, then the prohibition on implementation under clause 27.7 ceases to operate.

28. Attendance and Availability Requirements

28.1 The following attendance guidelines shall apply to employees covered by this Award:

28.1.1 Attendance at Incidents -

28.1.1.1 Employees are required to attend a minimum of 33% of all calls received by the employee's brigade in any six month period.

28.1.1.2 Employees are also required to attend a minimum of 80% of all calls received by the employee's brigade during periods of compulsory availability in any four week period.

- 28.1.2 Attendance at Drills - Employees are required to attend a minimum of 75% of all regular drills conducted at their brigade in any six month period.
- 28.2 Any calls received or drills conducted during a period of approved leave or authorised absence shall be deemed to have been attended at the relevant minimum level, being either 33%, 75% or 80% subject to subclause 28.1, when determining an employee's levels of attendance.
- 28.3 In cases where an employee's attendance falls below the requirements prescribed by subclause 28.1, the employee's Area Commander shall notify the employee in writing of such deficiency and inform the employee that his/her attendance will be monitored over the next 3 months. If the employee's attendance does not meet the required levels pursuant to subclause 28.1.1 for that 3 month period then disciplinary action may be initiated.
- 28.4 Employees who have been notified in terms of subclause 28.3 may make application to the Commissioner for special consideration.
- 28.5 The attendance requirements referred to in subclause 28.1 may be altered by agreement between the Department and the Union.
- 28.6 Compulsory Availability
- 28.6.1 Employees are required to declare a minimum number of hours during which they will be available to respond over the course of the coming week, and the days and times upon which this declared availability will apply. The minimum number of hours required of each employee shall be known as compulsory availability, and shall be determined by their current Retainer as provided at subclause 6.3.1.1.
- 28.6.2 Subject to subclauses 28.6.3 and 28.6.4, the day(s) and time(s) of any period(s) of compulsory availability shall be determined by the firefighter in consultation with their Captain and the other employees attached to their brigade and confirmed by each employee using an agreed system or, if the Department and Union are not agreed, a system determined by the Industrial Relations Commission.
- 28.6.3 Employees who have not declared their compulsory availability for the requisite number of hours for the week commencing 0001 hours Friday by 1800 hours on the Wednesday immediately beforehand may be allocated the day(s) and time(s) of their period(s) of compulsory availability for the coming week by the Duty Commander in consultation, if practicable, with the brigade's Captain, provided that an employee on the Standard Retainer cannot be assigned to a Weekday Retainer period without their consent.
- 28.6.4 If by 1800 hours on the Wednesday it is found that a surplus number of employees have declared their availability for a particular period then the Duty Commander may select the surplus employee(s) and allocate alternate day(s) and time(s) of compulsory availability for the employee(s) in consultation, if practicable, with them and the brigade's Captain, provided that an employee on the Standard Retainer may not be reassigned to a Weekday Retainer period without their consent.
- 28.6.5 The surplus number of employees referred to in subclause 28.6.4 shall be determined by reference to the following table:

Minimum number of employees required to maintain safe and effective staffing	Surplus number of employees for the purpose of subclause 28.6.4
2	3 or more
4	6 or more
6	8 or more
8	10 or more

28.6.6 An employee who has declared a particular day(s), time(s) and/or period(s) of availability for the coming week may subsequently arrange a mutual exchange with another employee provided that the minimum number of hours required of the employee by subclause 28.6.1 will still be met and further, that the exchange receives the prior approval of the brigade's Captain or Deputy Captain.

28.6.7 An employee who has been allocated a particular day(s), time(s) and/or period(s) of availability for the coming week pursuant to subclause 28.6.3 may apply to have such day(s), time(s) and/or period(s) varied, either in whole or in part, by written application to the Duty Commander, but must maintain that allocated availability unless and until advised otherwise by the Duty Commander.

29. Attendance at Major Emergencies

29.1 The provisions of this clause shall apply to those employees who attend a Major Emergency which has, following specification as such by the Commissioner, been deemed to attract such entitlements.

29.2 Travel Entitlements

29.2.1 Employees who are required to collect their firefighting uniform from the station shall be paid in accordance with subclause 9.1.1.1.

29.2.2 Employees who are required to use their private vehicle to attend the incident or a "pick up point" that is not at their station, shall be paid at the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, for the return distance from the station to the incident or pick up point.

29.2.3 Employees who are provided with transport for any part of the forward and return journeys between their residence and the incident shall be entitled to be paid travelling time at the appropriate rate of pay for the employee's classification for the time spent travelling, provided that:

29.2.3.1 Travelling Time shall not be paid for any part of a journey where the employee received payment under subclauses 29.2.1 or 29.2.2 of this Award; and

29.2.3.2 Travelling Time for the forward journey shall be calculated as being the total time between departure from the station or pick up point to arrival at the incident; and

29.2.3.3 Travelling Time for the return journey shall be calculated as being the total time between departure from the incident to arrival at the pick up point or station.

29.3 Accommodation Entitlements

29.3.1 Employees who reside further than 50 kilometres from the scene of the major emergency shall be entitled to be provided with appropriate accommodation where their attendance at the emergency extends beyond a single day or in such cases where it would be unreasonable to travel at the conclusion of duty.

29.3.2 Notwithstanding the provisions of subclause 29.3.1, the Commissioner may grant approval to provide appropriate accommodation to employees who reside within 50 kilometres of the scene of a major emergency.

29.3.3 Employees who are provided with accommodation shall be entitled to claim the incidental allowance prescribed at Item 7 of Table 5 of Part B, for each day of attendance.

29.3.4 Employees who have an entitlement to accommodation but are not provided with appropriate accommodation shall be entitled to claim an accommodation allowance in accordance with subclause 20.3.

29.4 Meals

29.4.1 Employees shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of attendance at a major emergency.

29.4.2 Where meals are not provided to employees in accordance with subclause 29.4.1, an allowance set at Entitlement Code "MA" of Table 3 of Part B shall be paid.

29.4.3 Where employees are required to work between the meals provided for in subclause 29.4.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 8.1.

29.5 Payment for time spent in Attendance

29.5.1 Where an employee's period of attendance at a major emergency is less than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee's classification for the entire period of attendance.

29.5.2 Where an employee's period of attendance at a major emergency is greater than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee's classification for the following periods:

29.5.2.1 on the day of departure from the employees' residence, the period from the time of departure to 2400 hrs; and

29.5.2.2 on the day of arrival at the employees' residence following attendance at the major emergency, the period from 0000 hrs to the time of arrival; and

29.5.2.3 for the period between the day of departure to and the day of return from attendance at a major emergency, all time less any periods of down time, provided that employees will receive payment of a minimum of 16 hours per day.

29.5.3 For the purposes of this subclause the "period of attendance at a major emergency" shall mean the entire period from the time of departure from the employee's residence until the time of return to the employee's residence following attendance at the emergency.

29.5.4 For the purposes of this subclause "periods of down time" shall mean periods of not less than 8 consecutive hours where employees are neither performing operational duties nor on stand by to perform such duties.

30. Alcohol and Other Drugs

30.1 The joint Protocol on Drug and Alcohol Safety and Rehabilitation in the Workplace, signed by the Department and the Union on 18 March 1998, shall apply to all employees covered by this Award until 4 September 2013, when it will be replaced by the FRNSW Alcohol and Other Drugs Policy and associated FRNSW Alcohol and Other Drugs Testing Procedures which shall thereafter then apply to all employees covered by this Award.

30.2 The Department may develop a new Protocol, or revised policy or procedures following consultation between the Department and the Union.

31. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

31.1 The entitlement to salary package in accordance with this clause is available to permanent part-time employees.

- 31.2 For the purposes of this clause:
- 31.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Rates of Pay and Allowances, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 31.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 31.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 31.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
- 31.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 31.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 31.5 The agreement shall be known as a Salary Packaging Agreement.
- 31.6 Except in accordance with subclause 31.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.
- 31.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 31.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 31.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 31.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 31.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 31.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 31.9.1 *Police Regulation (Superannuation) Act 1906*;
- 31.9.2 *Superannuation Act 1916*;
- 31.9.3 *State Authorities Superannuation Act 1987*; or
- 31.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- 31.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 31.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 31.11 Where the employee makes an election to salary package:
- 31.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 31.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Rates of Pay and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 31.12 The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 31.13 The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

32. Employees' Duties

- 32.1 An employee may be directed to carry out duties which are within the limits of his or her skills, competence, and training, in such a manner, as may be required by the Department, provided that:
- 32.1.1 the direction is reasonable, and
 - 32.1.2 the direction is not otherwise inconsistent with a provision of this Award.
- 32.2 Any direction issued by the Department pursuant to subclause 32.1 shall be consistent with:
- 32.2.1 the provision of a safe and health working environment,
 - 32.2.2 ensuring that the Department responds to relevant technological changes and changes in its operating environment in a timely and effective manner.
- 32.3 The parties to this Award shall work collaboratively to ensure the effective and reasonable operation of this clause.

33. Anti-Discrimination

- 33.1 It is the intention of the parties bound by this Award to seek to achieve the object in 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.
- 33.2 It follows that in fulfilling their obligations under the Disputes Avoidance Procedures prescribed by Clause 26, 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.

33.3 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.

33.4 Nothing in this Clause is taken to affect:

33.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

33.4.2 offering or providing junior rates of pay to persons under 21 years of age;

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

33.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

34. No Extra Claims

34.1 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.

34.2 The terms of subclause 34.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

35. Area, Incidence and Duration

35.1 This Award rescinds and replaces the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2017 published 6 October 2017 (381 I.G. 780) as varied.

35.2 This Award shall take effect on and from 17 February 2020 and shall remain in force until 25 February 2021.

PART B

MONETARY RATES

The following retainers, rates of pay and allowances are effective on and from the dates shown.

Table 1 - Retainers

Clause No.	Retainers per fortnight	Retainer Level	Code	17 February 2020 \$
6.3	Firefighters (all)	Base	A	73.55
		50%	B	147.10
		75%	C	220.64
		100%	D	294.19
	Deputy Captains (all)	Base	E	122.58
		50%	F	163.45
		75%	G	245.16
		100%	H	326.88

	Captains (all)	Base	I	137.29
		50%	J	183.05
		75%	K	274.59
		100%	L	366.11

Table 2 - Rates of Pay

Clause No.	Description		Code	17 February 2020
				\$
6.3	Recruit Firefighter	1st hour	M	31.14
		Each further ½ hour or part	N	15.57
	Firefighter	1st hour	O	35.03
		Each further ½ hour or part	P	17.52
	CFR Firefighter	1st hour	Q	37.48
		Each further ½ hour or part	R	18.74
	Deputy Captain	1st hour	S	38.92
		Each further ½ hour or part	T	19.46
	CFR Deputy Captain	1st hour	U	41.65
		Each further ½ hour or part	V	20.83
	Captain	1st hour	W	43.59
		Each further ½ hour or part	X	21.80
	CFR Captain	1st hour	Y	46.65
		Each further ½ hour or part	Z	23.33
6.7.1	Relief Duties, all ranks	1st three hours	RD3	195.73
		Each further hour	RDH	78.30
6.8.1	Royal Easter Show	Firefighters (all) per hour	RASF	54.18
		Deputy Captains (all) per hour	RASDC	58.08
		Captains (all) per hour	RASC	62.75

Table 3 - Allowances

Clause	Description		Code	17 February 2020
				\$
6.8a.1	ComSafe duties	per hour	CSD	83.10
6.9	RTAAS Allowance	per fortnight	RTAS	16.46
6.7.3, 9 (all), 20.5.5 29.2	Kilometre Allowance	per kilometre	KM	1.34
8.2.2, 8.3.1, 29.4.2	Meal Allowance	per meal	MA	31.25
8.2.1, 8.3.1	Refreshment Allowance	per meal	RA	15.65

Note 1: The amounts marked (#) are subject to adjustment on 1 July each year in accordance with subclause 8.3.

Table 4 - Authorised Duties

<p>Attendance at:</p> <ul style="list-style-type: none"> • Bushfire Management Committee Meetings • Local/District Emergency Management Committee Meetings • Local Government Meetings • Zone/Regional conferences and information days • Other such meetings as authorised by the Department. <p>Completion of Fire Reports where insufficient time available at the conclusion of calls</p> <p>Testing of Fire Alarms</p> <p>Attendance at station to enable service and maintenance work to be carried out</p> <p>Station maintenance (i.e. lawn mowing, cleaning, BA and equipment checks)</p> <p>Performance of Engine Keeper duties</p> <p>Transporting FRNSW equipment in private vehicle</p> <p>Restowing of Firefighter vehicles</p> <p>Hose Repairs</p> <p>Transporting a Firefighting Vehicle for servicing and/or repairs from the Station to another location</p> <p>Recharging of BA cylinders</p> <p>Participation in selection committees</p> <p>Attendance at PR activities (i.e. open days, fetes, career markets, information displays, etc.)</p> <p>Attendance at Public Education activities (i.e. sessions in schools/community groups, smoke alarm campaigns)</p> <p>Participation in joint training sessions/exercises with other emergency services</p> <p>Attendance at training exercises/schools additional to the regular drill program</p> <p>Hydrant Inspections</p> <p>Pre-incident planning exercises</p>

Table 5 - Travelling Compensation Allowances

Item No.	Clause No.	Description	Unit	On and from 1 July 2019	
1	20.2.1	Breakfast	Per meal	## \$28.15	^^ \$25.20
2	20.2.2	Lunch	Per meal	## \$31.65	^^ \$28.75
3	20.2.3	Dinner	Per meal	## \$53.90	^^ \$49.60
4	20.3.1	Accommodation first 35 days (includes all meals)	Per day		
		- Capital Cities		\$321.75 Sydney \$290.75 Adelaide \$308.75 Brisbane \$301.75 Canberra \$353.75 Darwin \$280.75 Hobart \$306.75 Melbourne \$313.75 Perth	
		- High Cost Country Centres		\$298.75 Bourke \$273.75 Gosford \$285.75 Maitland \$279.75 Mudgee \$276.75 Muswellbrook \$302.75 Newcastle \$323.75 Norfolk Island \$288.75 Orange \$291.75 Port Macquarie	

				\$277.75 Wagga Wagga \$288.75 Wollongong \$268.75 Bathurst \$278.75 Bega \$272.75 Broken Hill \$270.75 Coffs Harbour \$272.75 Queanbeyan
		- Tier 2 Country Centres		\$257.60 Albury \$257.60 Armidale \$257.60 Cooma \$257.60 Dubbo \$257.60 Goulburn \$257.60 Griffith \$257.60 Gunnedah \$257.60 Lismore \$257.60 Nowra \$257.60 Tamworth \$257.60 Tumut
		- Other Country Centres		\$237.60
5	20.3.2 & 29.3.3	Actual Necessary Expenses - all locations	Per day	\$20.05
6	20.3.3	Accommodation - after first 35 days and up to 6 mths	Per day	50% of the appropriate location rate
7	20.4	Incidental Expenses	Per day	\$20.05

Legend: Effective Dates are with effect from the first pay period to commence on or after the date.

= Capital Cities & High Cost Country Centres.

^^ = Tier 2 Country Centres & Other Country Centres.

J.V. MURPHY, *Commissioner*

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(1920)

SERIAL C9134

ROADS AND MARITIME SERVICES CONSOLIDATED SALARIED AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 200857 of 2019)

Before Chief Commissioner Kite

11 September 2019

AWARD

Arrangement

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PART A - CORE CONDITIONS

SECTION 1 - APPLICATION, OPERATION AND GENERAL PROVISIONS

1. Definitions

Accrued Day Off (ADO) means a day, not being a holiday, that an Employee has off duty arising from working additional hours over a roster cycle to accrue a day off.

BSO - means a Boating Education Officer, Boating Safety Officer or Senior Boating Safety Officer in Maritime.

Cadet means a person completing a four year engineering degree course, or equivalent, at a recognised Australian University.

Call-out/Call-back means a call or direction to return to work to attend to an emergency or breakdown.

Casual means a person who is employed and paid by the hour with no guaranteed hours of work and whose employment terminates at the end of each engagement, as specified by subclause 13.5.

Chief Executive means the Chief Executive of Roads and Maritime Services.

(Note: a reference to any action taken by the Chief Executive or the Employer under this Award is, where appropriate, taken to mean a reference to action taken by a delegate of the Chief Executive).

COI means a Compliance Operations Inspector (formerly Enforcement Operations Inspector (EOI) and Inspector Vehicle Regulator (IVR).

Continuous Shift Work means a pattern of work designed to cover the business operations with consecutive shifts of Employees throughout 24 hours per day, for a period of at least six consecutive days without interruption, except during breakdowns, meal breaks or owing to unavoidable causes beyond the Employers' control.

Crib break or a paid meal break means a break which is treated as time worked, where Employees remain available to carry out duties.

Day Worker means an Employee whose ordinary hours of work are set out in clause 23.

Dispute Settlement Procedure (DSP) means the procedure outlined in clause 5.

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

Employee means a person employed as a member of the Transport Service in the RMS Group and covered by this Award.

Employee's Representative means a person of the Employee's choice, who may be a union official, appointed by the Employee to represent them, concerning matters at work.

Employer means the Secretary of the Department of Transport in accordance with s.68C(3) of the *Transport Administration Act 1988*.

ESO means an Environmental Service Officer.

Extended Leave means long service leave as provided by clause 33.

FACSL means Family and Community Service Leave as provided by clause 30.

Family Member means:

- (a) a spouse of the Employee;
- (b) a de facto spouse, who, in relation to a person is a person of the opposite or same sex to the Employee who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee.
- (c) a child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the Employee or of the spouse or de facto spouse of the Employee.
- (d) a relative of the Employee who is a member of the same household, where for the purposes of this definition:

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

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

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

Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member) or, attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).

Field Work means work which is not incidental to the Employee's current role and is undertaken away from the Employee's Headquarters.

Flexitime means a flexible system of arranging working hours that includes the ability for Employees to accrue and take flex leave in accordance with this Award.

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in subclause 23.2.

General Provisions means those provisions referred to in Part A, Core Conditions, of this Award.

Graduate Engineer means a Professional Engineer who is participating in the Employer's Entry Level Talent Program (or equivalent).

Headquarters means the centre to which an Employee's position is attached for administrative purposes.

Hourly Rate means the rate payable for one hour worked calculated by dividing the weekly rate by 35 or 38 depending upon the ordinary hours applicable to each classification.

Hours of Work means the Ordinary Hours Employees are required to work.

IRC means Industrial Relations Commission of New South Wales.

Letter of appointment means the letter sent to Employees offering them employment in the RMS Group.

Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.

Local Holiday means a holiday which is declared as an additional public holiday for a specified part of the State under the Public Holidays Act. It does not include Local Event Days unless such days have been gazetted as a public holiday for the local area.

LWOP means Leave Without Pay.

Major Transport Disruption means a major transport incident such as a derailment or a motor vehicle accident resulting in significant delays to the travelling public.

Maritime Employees means those Employees assigned to positions within the structure of Maritime; excluding Transport Service senior executives and Transport Service senior managers as defined by section 68D of the TA Act.

MESO means Maritime Environmental Services Officer.

Official Business Rate means the rate Employees are paid for using a private vehicle on official business when:

no Employer owned vehicle is available; or

no hire car is available; or

no public or other transport is available; or

Employees are unable to use public or other transport because of a disability; or

Employees are requested to use the vehicle and agree to do so; or

Employees are required to do so as specified by subclause 21.5.10 (Transfer of Dependents), or when the Employer approves use of a private vehicle when other forms of transport are available for travel to a temporary work location.

On Call means a direction to be available outside ordinary hours to provide a response to an emergency/breakdown.

Ordinary rate of pay means the base rate Employees are paid on an hourly basis, according to their hours of work and their annual salary.

Overtime means time which Employees work outside their ordinary hours as per clause 25.

P and MA Act shall mean the *Ports and Maritime Administration Act 1995*.

Part-Time Employee means a person employed in accordance with subclause 13.4 and who has hours of work that are less than those of full-time Employees.

Permanent residence means where an Employee lives.

Personal salary means, for Maritime Employees, any salary in excess of the value of the position as determined by the process of job evaluation or, for those Employees who moved from the Award system into the MSB Enterprise Agreement interpolated/alterated rate which resulted from redeployment or transfer at the time of transition.

Professional Engineer means an Employee who holds an undergraduate degree in engineering (4 or 5 year course) from an Australian university or equivalent, as recognised by Engineers Australia. For the purposes of entitlement in this Award, excluding Schedule A, Part 2, Professional Engineer includes Cadet and Graduate Engineer.

Professional Engineering Duties means duties, any portion of which are required to be carried out by Employees who have qualifications as a Professional Engineer.

Regular Aquatic Event means an event that occurs on a regular basis and is included in the annual event calendar, for example Boxing Day, New Year's Eve and Australia Day.

RMS Group means the group of staff designated by the Secretary of the Department of Transport in accordance with the *Transport Administration Act 1988* as being part of the RMS Group who are not part of any other Group of Staff. A Memorandum of Understanding dated 31 July 2019 between the Secretary of the Department of Transport and the Secretary of Unions NSW applies to any proposed changes to an employee's designation as being part of the RMS Group throughout the life of this Award. In the event of any dispute about the MOU, clause 5, Disputes Settlement Procedure applies.

Rostered Day Off (RDO) means the day that an Employee has off duty in accordance with the rostering arrangements in their area of operation.

Salaried Employee means those Employees employed in the Salaried Classifications in Schedule A, Part 1, of this Award. Unless specified otherwise, it includes Compliance Operations Inspectors.

Saturday means the period between 12 midnight Friday and 12 midnight Saturday.

Shift means a turn of duty during which work is performed.

Shift loading means a payment for working shifts other than day shift, as specified in subclause 24.3, to compensate for the inconvenience of hours worked.

Shift work means a pattern of work in which the ordinary hours may be performed outside standard hours, as per subclause 24.2.

Special Aquatic Event means a unique aquatic event that is not regularly included in the annual event calendar and occurs outside of the events currently supported by on-water Employees. For example, Sydney Harbour Fleet Review was deemed to be a Special Aquatic Event.

Specialist Engineer means a Professional Engineer who has additional qualifications or skills as determined by the process defined in Clause 52.

Specific Provisions means those provisions contained in Part B of this Award and which apply to the relevant specified classifications.

Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.

TA Act means *Transport Administration Act* 1988.

Temporary Employee means an Employee employed for a specific period of time or project as prescribed in subclause 13.6.

Temporary work location means the place where Employees temporarily perform their ordinary work if required to work away from their headquarters.

Time Credit means the amount of time worked in a settlement period that exceeds the ordinary hours of work, under a flexitime arrangement.

TL ES means Team Leader Environmental Services.

Trainee means an Employee engaged under a recognised traineeship.

Traineeship means a structured training program, lasting up to 24 months that combines practical experience at work and training with a Registered Training Organisation (RTO).

Transport Service means the Transport Service of New South Wales established by the *Transport Administration Act* 1988.

Union means an organisation of Employees registered under the *Industrial Relations Act* 1996.

Weekly Rate means the calculation arrived at by dividing the annual salary by 52.17857.

2. Title

This Award shall be known as the Roads and Maritime Services Consolidated Salaried Award 2019.

3. Area, Incidence and Duration

3.1 This Award Shall Apply to:

- (a) the Employer; and
- (b) Employees employed in the classifications covered by this Award.

3.2 Parties to this Award are:

- (a) the Employer;
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- (c) the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) (APESMA) (also referred to as Professionals Australia);

- (d) the Australian Services Union of NSW (ASU);
 - (e) Australian Maritime Officers' Union of New South Wales (AMOU);
 - (f) Australian Institute of Marine and Power Engineers New South Wales District (AIMPE); and
 - (g) the Seamens' Union of Australia, New South Wales Branch (MUA).
- 3.3 This Award rescinds and replaces the Roads and Maritime Services Consolidated Salaried Award 2017 published 6 April 2018 (382 I.G. 988).

This Award comes into effect on 1 July 2019 and will remain in force until 30 June 2021.

Any specific provisions contained in Part B of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in Part A of this Award.

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

4. No Extra Claims

- 4.1. During the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Award by a party to this Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before the IRC, by a party to this Award.
- 4.2. The terms of subclause 4.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.
- 4.3. Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (NSW) are not prohibited by this clause.

5. Dispute Settlement Procedure

- 5.1 The purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.
- 5.2 Subject to Clause 4.1, this procedure shall apply to any Dispute that arises about the following:
 - (a) matters pertaining to the relationship between the Employer and Employees;
 - (b) matters pertaining to the relationship between the Employer and the union parties to this award which pertain to the Award and/or the relationship between the Employer and Employees; or
 - (c) the operation and application of this Award.
- 5.3 Any Dispute shall be resolved according to the following steps:

STEP 1: Where a Dispute arises it shall be raised in the first instance in writing by the Employee(s) or their Union delegate directly with the Employer. The Employer shall provide a written response to the Employee(s) or their Union delegate concerning the dispute within 48 hours of receipt of the Dispute notification advising them of the action being taken. The status quo before the emergence of the dispute shall continue whilst the dispute settlement procedure is being followed. For this purpose, "status quo" means the work procedures and practices in place immediately prior to the change that gave rise to the dispute.

STEP 2: If the Dispute remains unresolved, or if the Dispute involves matters other than local issues, the Director Industrial and Workforce Relations or their nominee, a divisional management representative and the Employee(s) and/or the Employee(s) representative, Union delegate or official shall confer and take appropriate action to arrive at a settlement of the matters in dispute within 72 hours of the completion of Step 1 or the Director Industrial and Workforce Relations being notified of a dispute involving other than local issues.

STEP 3: If the Dispute remains unresolved, each party to the Dispute shall advise in writing of their respective positions and negotiations about the dispute will be held between the Employee representative(s) or Union official, the Secretary or their nominee who will meet and conclude their discussions within 48 hours.

STEP 4: If the Dispute remains unresolved any party may refer the matter to the IRC for conciliation. If conciliation does not resolve the Dispute the matter shall be arbitrated by the IRC.

- 5.4 By mutual agreement confirmed in writing, Step 3 outlined above may be avoided, and the parties to the dispute may seek the assistance of the IRC in the terms outlined at Step 4.
- 5.5 The referral of the Dispute to the IRC must take place within 72 hours of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the Dispute. Any Dispute that is not so referred will be deemed to be no longer a matter in dispute.
- 5.6 The parties to the Dispute may extend the timeframe of Steps 2 - 4 by agreement. Such agreement shall be confirmed in writing.
- 5.7 All timeframes above are exclusive of weekends and public holidays.
- 5.8 The Employer can raise a Dispute using the same process as in 5.3 but reversing the roles of the Employee or Union and the Employer in the process.
- 5.9 Safety Issues

Matters which are based on a reasonable concern by an Employee about an imminent risk to an Employee's health or safety shall be excluded from the Dispute Settlement Procedure. Where a matter is raised involving such an issue, the Employee shall agree to comply with a direction by the Employer to perform other available work which is safe and reasonable and within their skills and competence with no reduction in the rostered rate of pay of the Employee while the alternative work is being performed.

6. Grievance Procedure

- 6.1 A grievance is a personal concern about work or the work environment for which Employees seek hearing or resolution.
- 6.2 A grievance may, for example, relate to:
 - (a) allocation of work or development opportunities,
 - (b) a perceived denial of an entitlement, or
 - (c) suspected discrimination or harassment.
- 6.3 The RMS Group's Grievance Resolution Procedure, as amended by the Employer from time to time, is to be followed when a grievance arises. The Procedure as at 1 July 2019 is at Schedule C of this Award.
- 6.4 While the Grievance Resolution Procedure is being followed, normal work is to continue.

7. Consultation and Significant Workplace Change

- 7.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees. This includes but is not limited to, monthly Peak Consultative Committee meetings unless varied by agreement.
- 7.2 The Employer is committed to consultation on workplace policies and such policies will continue to have effect until such time as the Employer amends, replaces or rescinds policy.
- 7.3 The Consultative Committee will also consider strategic workforce planning and implementation issues. Relevant information will be provided to the Unions to facilitate these discussions such as:
- (i) Divisional organisation structures;
 - (ii) Establishment details showing position by classification by Division, grade and location;
 - (iii) Available breakdown figures for full time, part time, casual and temporary employees, as well as numbers, usage and length of hire of contractors and labour hire.
 - (iv) Other relevant information concerning the Employer's use of contractors, supplementary labour, and project work.
- 7.4 The Employer is committed to implementing change in accordance with the NSW Public Service Agency Change Management Guidelines to improve the process of assisting employees when impacted by reform. When developing a plan for change, the Employer will address the impact on affected employees in accordance with the above Guidelines and clause 7.3.
- 7.5 Employer to Notify
- (a) Where the Employer intends to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer undertakes to notify the employees who may be affected by the proposed changes and the relevant Branch or State Secretary of the Union(s).
 - (b) Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or relocation or transfer of employees to other work or locations, the restructuring of jobs, changes to the working arrangements of Employees, changes to employment conditions (for example, due to legislative or regulatory change), the use of contractors to perform work normally performed by employees covered by this Award and the legal or operational structure of the business.
- 7.6 Employer to Consult
- (a) The Employer undertakes to discuss with the Employees affected and the Union(s) in good faith the introduction of any change referred to in subclause 7.5, the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on Employees and to give prompt consideration to matters raised by the Employees and/or the Union in relation to the changes.
 - (b) The discussion shall commence as early as practicable and before the Employer has made a final decision to adopt and implement any changes referred to in subclause 7.5. For the purposes of such discussion, the Employer undertakes to provide in writing to the Employees concerned and the Union, appropriate relevant information about such changes including the nature of the proposed changes, what they are intended to achieve and the expected effects of the changes on Employees.

- (c) The Employees will be given an opportunity and sufficient time in which to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (d) The Employer will genuinely consider and respond in writing to any feedback provided by Employees and the Employer Representatives.
- (e) Where, subject to the provisions of this Clause, the Employer makes a final decision to implement change in the workplace and the Union disagrees with that decision, subject to there being no stoppage of work as a result of the decision of the Employer, the Union may refer the matter in dispute to the NSW Industrial Relations Commission for conciliation and/or arbitration in accordance with the Dispute Resolution Procedure in clause 5 of this Award.

8. Trade Union Activities

- 8.1 The Employer acknowledges that Union delegates represent and speak on behalf of members in the workplace and that their representation rights in relation to matters that pertain to the employment relationship are integral to the proper operation of the Dispute Settlement Procedure contained at clause 5 of this Award.
- 8.2 The Employer acknowledges the requirements under section 210 of the Industrial Relations Act 1996 in relation to the role of Union delegates.
- 8.3 Accordingly the Employer will allow Union delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
- (a) represent members in bargaining;
 - (b) represent the interests of members to the Employer;
 - (c) address new Employees about the benefits of union membership at the time that they enter employment;
 - (d) consult with union members and other Employees for whom the delegate is a representative; and
 - (e) place union information on a union noticeboard in a readily accessible and visible location.
 - (f) Advise the parties to the Award of the details of upcoming induction sessions for new employees in sufficient time to enable the parties to arrange representation at the sessions.
- 8.4 Union delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with the Employer or disciplinary or grievance meetings where a union member requires the presence of a union delegate, where operational requirements allow the taking of such time.
- 8.5 Where a workplace meeting is called with the Employer, including meetings under the Dispute Settlement Procedure, Union delegates that attend will be paid by the Employer any travel and/or accommodation costs necessarily and reasonably incurred.
- 8.6 Union delegates must give reasonable notice to the Employer of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.
- 8.7 Special leave with pay will be granted for the following activities undertaken by a Union delegate as specified below:
- (a) annual or biennial conferences of their own Union, Unions NSW or the Australian Council of Trade Unions (ACTU);

- (b) attendance at meetings called by Unions NSW involving the Unions which requires attendance of a delegate;
 - (c) attendance at their Unions National Executive, State Executive, Divisional Committee of Management (or equivalent), National Council or State Council;
 - (d) giving evidence before an Industrial Tribunal or in another jurisdiction in proceedings as a witness for the Union, briefing counsel, appearing as an advocate on behalf of a Union or assisting Union officials with preparation of cases; and
 - (e) attendance at meetings as a member of a vocational or industry committee.
- 8.8 Employees who are members of a Union will be granted Special Leave with pay up to 12 working days in any period of 2 years to attend training courses endorsed by their Union, Unions NSW or the ACTU, subject to:
- (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of a relief Employee;
 - (b) all travelling expenses being met by the Employee or the Union;
 - (c) attendance being confirmed in writing by the Union or a nominated training provider.
- 8.9 The Employer must be notified in writing by the Union or, where appropriate, by the Union delegate as soon as the date and/or time of the meeting, conference, training or other accredited activity referred to above is known.
- 8.10 Any payment to an Employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- 8.11 If a delegate undertakes duties in accordance with this clause while on leave, the Employer will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.
- 8.12 Union Delegates' access to the Employer's facilities
- (a) The Employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as a Union delegate and consulting/meeting with workplace colleagues in accordance with this provision.
 - (b) The Employer shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.
- 8.13 Employees on loan to Unions - Subject to the operational requirements of the workplace, on loan arrangements will apply as follows:
- (a) Employees loaned to a Union party to this Award on a temporary basis may perform work at the Union when it makes application to the Employer because:
 - (i) it needs the Employee's services, or
 - (ii) the Employee is a member of the Executive or Council of the Union and is required by the Union to undertake a country tour.
 - (b) When proceeding to work at the Union, Employees must complete a leave form in the usual manner which shows the reason for absence as "On loan to the relevant union."
 - (c) When performing work for the Union, the following applies:

- (i) the period of the loan counts for service in respect of all entitlements,
- (ii) the Employee remains on the Employers' payroll,
- (iii) the Employer will seek reimbursement from the Union at regular intervals of all salary and associated on costs, including superannuation. The Union is required to meet such costs as specified by NSW Treasury from time to time,
- (iv) if the Employee wishes to apply for leave whilst at the Union they should make application for leave to the Employer in the usual manner.

9. Work Environment

- 9.1 Workplace Health and Safety - The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces through:
- (a) the development of policies and guidelines on Workplace Health, Safety and Rehabilitation;
 - (b) assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
 - (c) identifying training strategies for Employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - (d) developing strategies to assist the rehabilitation of injured Employees.
- 9.2 The Employer will allow Employees elected as committee members and Health and Safety Representatives (HSR), reasonable time during working hours to attend meetings of the workplace's Workplace Health and Safety Committee and participate in all official activities relating to the functions and responsibilities of a Workplace Health and Safety Committee Member and or HSRs.
- 9.3 Equality of Employment and Elimination of Discrimination - The parties to this Award are committed to providing a work environment which promotes the achievement of equity, access and elimination of discrimination in employment.
- 9.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital or domestic status, physical or mental disability, sexuality, transgender identity, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. The Employer and Employees are required to refrain from, or be party to, any form of harassment in the workplace.

10. Anti-Discrimination

- 10.1 It is the intention of the Employer to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 10.2 It follows that in fulfilling their obligations under clause 5 (Dispute Settlement Procedure) of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 10.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- 10.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 10.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

11. Diversity

- 11.1 The Employer is committed to building a culture that plans for and encourages diversity. The Employer recognises that a diverse workforce benefits our Employees and customers.
- 11.2 To this end, the parties will work together during the life of the Award on proposals for promoting, developing and retaining a diverse workforce, including:
- (a) programs aimed at professional development and leadership development; and
 - (b) promoting flexible working arrangements amongst staff and managers - including part time and job sharing arrangements - that support personal and professional needs, subject to the ability of the Employer to meet customer service, operational and business requirements.
- 11.3 The Employer will report on the progress of Diversity and Inclusion initiatives for employees covered by this award. This information is to be provided at the PCC.
- 11.4 The Employer will ensure that Workplace Change, as defined by clause 7.5(a), will not disadvantage diversity groups.

12. Negotiation of Next Award

- 12.1 The parties agree to begin negotiations for the next Award no later than six months prior to the nominal expiry date of this Award.

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

13. Forms of Employment

- 13.1 The Employer will use direct permanent employment as the preferred and predominant staffing option.
- 13.2 Basis of Employment

Employees are employed on either a full-time, part-time, casual or temporary employment basis.

13.3 Full-Time

A Full-Time Employee is an Employee employed to work the relevant full-time hours.

13.4 Part-Time

- (a) A Part-Time Employee shall be engaged to work fewer contracted ordinary hours than the ordinary hours of a Full-Time Employee in the same classification. Part-time Professional Engineers must work a minimum of 3 hours per day.
- (b) Part-Time work may be undertaken with the agreement of the Employer. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.
- (c) Part-Time Employees shall be paid at the same hourly rate as a Full-Time Employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award.
- (d) Part-Time Employees receive entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (e) Subject to any specific provisions, the Employer may request, but not require, a Part-Time Employee to work additional hours or overtime in excess of their contract hours.
- (f) Subject to subclause 13.4(h), Salaried Employees and Professional Engineers who work on a Part-Time basis who work in excess of their usual daily hours may elect to:
 - (i) be paid at the ordinary rate of pay plus a loading of 1/12th for such additional hours in lieu of accrual of annual leave (5/47th loading for Employees entitled to 5 weeks annual leave) up to a maximum which is equal to the daily hours of Full-Time Employees in the relevant classification; or
 - (ii) have the additional hours counted for the accrual of annual and sick leave.
- (g) Subject to subclause 13.4(h), Maritime Employees who are part-time and work additional hours shall, subject to the specific provisions in this Award, be paid at the ordinary rate of pay for such hours and such time shall count for the purposes of annual leave accruals.
- (h) Part-Time Employees who work overtime, that is hours where an equivalent Full-Time Employee is entitled to overtime payments, shall be entitled to the same rate of overtime pay and conditions of overtime as those of their Full-Time equivalent.
 - (i) Part-Time Employees may work, with approval of the Employer, under a flexitime arrangement as set out at subclause 23.2. Any work performed within the normal bandwidth is paid at the ordinary rate and any hours worked outside the bandwidth is paid at the applicable overtime rate which is applicable to full time Employees in the relevant classification. The provisions of clause 25.2(c) also apply.

13.5 Casual Employment

- (a) Employees may be employed on a casual basis:
 - (i) to carry out work that is irregular or intermittent, or
 - (ii) to carry out work on a short-term basis, or
 - (iii) to carry out urgent work or to deal with an emergency, and
 - (iv) must possess the qualifications required of a permanent Employee in the same classification.

- (b) Casual Employees are employed on an hourly basis for a minimum of three hours per engagement.
- (c) Casual Employees who work less than three hours per engagement are paid for three hours.
- (d) Casual Employees are paid at the ordinary hourly rate applicable to the first year of the base grade of their classification.
- (e) Casual Employees shall be paid a loading on the appropriate ordinary hourly rate of pay of 17% in recognition of the casual nature of the employment and compensate the Employee for all leave, other than annual leave and extended leave, and all incidences of employment, except overtime and penalty rates.
- (f) Casual Employees shall also receive a 1/12th loading in lieu of annual leave.
- (g) Casual Employees will be entitled to overtime payments when they are required to work hours that would normally attract overtime payments for full-time Employees in accordance with clause 25, Overtime or, for Maritime Employees, clause 67, Overtime. Casual Employees are similarly entitled to attract Shift Work penalty in accordance with clause 24, Shift Work and allowances (except for Transfer Allowances) as set out in clause 21, Allowances.
- (h) The following provisions do not apply to Casual Employees (unless specified otherwise):
 - (i) Clause 14 (Probationary Period);
 - (ii) Clause 16 (Notice of Termination of Employment);
 - (iii) Subclause 21.5 (Transfer Allowances);
 - (iv) Section Five (Leave and Public Holidays);

13.6 Temporary Employment

- (a) A Temporary Employee shall be entitled to the same salary and conditions as permanent Employees in the same classification.
- (b) Temporary Employees are not entitled to redundancy payments.
- (c) Subject to subclause 13.6(d), an engagement of a Temporary Employee may be for a fixed period of not more than 24 months, for a specific project, or for maternity relief of not more than 24 months, on either a full-time or part-time basis.
- (d) Where a Temporary Employee is engaged for a fixed period of more than 24 months the Employee will be made permanent.

13.7 Trainees

Employees who are undergoing a recognised Traineeship shall be paid according to the Crown Employees (Public Service Training Wage) Reviewed Award 2008, as amended from time to time.

14. Probationary Period

- 14.1 Subject to subclauses 14.2 all new Employees, other than Employees who immediately prior to their employment with the Employer were employed in the NSW Public Sector, will be subject to a probationary period of 3 calendar months, unless they are employed in a position which, due to the nature of the work or compulsory training, has a probationary period of six months.
- 14.2 Engineering Cadets and COIs are subject to a probation period of 12 months.

14.3 Prior to the conclusion of the probationary period, the Employer may either:

- (a) confirm appointment;
- (b) extend the probationary period once up to a maximum of 3 months; or
- (c) annul the probationary appointment.

15. Secure Employment

15.1 Objective of this Clause

The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that Casual Employees have an opportunity to elect to become Full-Time or Part-Time Employees.

15.2 Casual Conversion

- (a) A Casual Employee engaged by the Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) The Employer of such a Casual Employee shall give the Employee notice in writing of the provisions of this subclause within four weeks of the Employee having attained such period of six months. However, the Employee retains his or her right of election under this subclause if the Employer fails to comply with this notice requirement.
- (c) Any Casual Employee who has a right to elect under subclause 15.2(b), upon receiving notice under subclause 15.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the Employee, the Employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any Casual Employee who does not, within four weeks of receiving written notice from the Employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a Casual Employee has elected to become and been converted to a Full-Time Employee or a Part-Time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- (f) If a Casual Employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 15.2(b), the Employer and Employee shall, in accordance with this subclause, and subject to subclause 15.2(b), discuss and agree upon:
 - (i) whether the Employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time

employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996*;

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

- (g) Following an agreement being reached pursuant to subclause 15.2(f), the Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

15.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another Employer for the purpose of such staff performing work or services for that other Employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another Employer to provide a specified service or services or to produce a specific outcome or result for that other Employer which might otherwise have been carried out by that other Employer's own Employees.
- (b) If the Employer engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises the Employer shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (i) consult with Employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
 - (ii) provide Employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;
 - (iii) provide Employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own Employees; and
 - (iv) ensure Employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 15.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

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

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

15.6 Contractors and Labour Hire

- (a) Consistent with subclauses 15.1 and 13.1 of this Award, the Employer acknowledges the importance of security of employment and will use direct permanent employment as the preferred and predominant staffing option for the Employer.
- (b) The Employer recognises that the use of contractors and labour hire may affect the job security and capability development opportunities of Employees covered by this Award.
- (c) In considering whether to engage contractors or labour hire employees, the Employer will consider and seek to utilise any existing Employees within the organisation who are suitable and/or available to carry out the work and/or there is a pressing need to meet business requirements.
- (d) On being advised or otherwise becoming aware that a contractor, sub-contractor or labour hire company is not paying modern award or other relevant industrial instrument rates, providing modern award or other relevant industrial instrument conditions or complying with any other statutory provisions, the Employer will take the necessary action to ensure that the situation is immediately rectified. Should the contractor, sub-contractor or labour hire company continue to breach the provision then the Employer will ensure that appropriate action including termination of contract is implemented, if appropriate.

15.7 Transmission of Business

- (a) In the event that the Employer has reached a decision to transfer or outsource part of the business, the Employer will consult in accordance with clauses 7 and 15.8 (where appropriate) of this Award. Consultation will commence as soon as practicable after the Employer has reached its decision.
- (b) The Employer will comply with the relevant and applicable legislative provisions in respect of any proposed transmission of business.

15.8 Contracting Out Work

- (a) Application and definition

For the purpose of this subclause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

- (b) Considering Proposal to Contract Out Work

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

- (c) Decision to Contract Out Work

- (i) Once the Employer has finalised a proposal and has made a decision to contract out work, the Employer agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work.

This does not require the disclosure of confidential or commercial in confidence information.

- (ii) Prior to implementation of a proposal to contract out work, the Employer will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.
- (d) Subject to reasonable notice and operational requirements, the Employer agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 15.8(b) above.
- (e) Dispute Settlement Procedure

Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 5 of this Award.

16. Notice of Termination of Employment

16.1 Unless the Employee is terminated by the Employer for serious misconduct, the Employer will not terminate an Employee's employment unless the Employee has been given the period of notice required by this clause.

16.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

16.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) weeks' notice.

16.4 The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.

16.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 16.2 above, or by forfeiting salary in lieu of notice.

16.6 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

16.7 Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.

16.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an Employee at any time, without notice, for serious misconduct.

17. Abandonment of Employment

17.1 If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write to the Employee, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address, advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.

17.2 If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the

Employee's last known address, advising the Employee that their services have been terminated due to abandonment of employment.

- 17.3 The Employer will make reasonable enquiries to ensure Employees are not suffering physical and/or mental health issues in accordance with the RMS Group Separation from Employment Procedure.

SECTION 3 - SALARIES, ALLOWANCES AND RELATED MATTERS

18. Classifications and Rates of Pay

- 18.1 Employees, other than Professional Engineers and Maritime Employees, are employed in the classifications set out in Part 1 of Schedule A.
- 18.2 Professional Engineers are employed in the classifications set out in Part 2 of Schedule A.
- 18.3 Maritime Employees are employed in the classifications set out in Part 3 of Schedule A.
- 18.4 Employees, other than Trainees, will be paid in accordance with this clause and the rates of pay set out in Schedule A.
- 18.5 Employees will be paid applicable allowances and expenses in accordance with clause 21 and Schedule B of this Award.
- 18.6 Salary and allowance adjustments provided for in this Award are as follows:
- (a) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2019;
 - (b) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2020;
 - (c) allowance items 13, 19(a), 26 and 27 will be increased in accordance with (a), rounded to the nearest dollar; 19(b) will be increased in accordance with (a), rounded to the nearest cent.
 - (d) allowance items 1-6, 11-12, 15-18, 20, 24 and 25 will be increased in accordance with variations made via Department of Premier and Cabinet Circular and Schedule B amended as required.
 - (e) allowance items 7-10 and 14 will be increased in accordance with the Crown Employees (Transferred Employees Compensation) Award.
 - (f) allowance items 21 and 22 will be adjusted annually on 1 July, in accordance with the CPI (all groups Sydney Index) for the preceding 1 April to 31 March period.
 - (g) allowance item 23 will be adjusted annually on 1 July, as determined by the Employer.

18.7 Increments

- (a) Subject to subclauses (i) to (iii) below, where an Employee, other than a Maritime Employee, has completed 12 months service at a level within a classification, the Employee will progress one level within the Employee's classification.
- (i) Employees are not entitled to progress to an increment if their conduct, work performance or attendance is unsatisfactory or if the Employee is subject to disciplinary proceedings or formal management for unsatisfactory performance or conduct.
 - (ii) Periods of leave without pay in excess of five days in any one year period will not count as service for incremental purposes.
 - (iii) Regular Casual Employees are entitled to an increment where they have worked the equivalent of 12 months worked by a full time Employee in the same position.

18.8 Salary Packaging

- (a) For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule A of this Award and/or any salary payable under an agreement made under s68D(2) of the TA Act and any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.
- (b) An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HELP payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- (d) The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines administered by specialist salary package company Maxxia on behalf of Transport Shared Services. Such agreement must be made prior to the period of service to which the earnings relate.
- (e) Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
 - (i) any fringe benefits tax liability arising from a salary packaging arrangement; and
 - (ii) any administrative fees.
- (f) Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:
 - (i) Superannuation Guarantee Contributions;
 - (ii) any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
 - (iii) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.
- (g) Novated leases for 100% private use of motor vehicles are available under salary packaging.

18.9 Appeals in Respect of Salary Grade or Classification

- (a) Employees have the right to apply to the Employer for a salary increase, where applicable, or for an alteration in the grade or classification to which they are appointed.
- (b) If an Employee is dissatisfied with a decision or determination of the Employer in respect of:
 - (i) the salary, grade or classification; or
 - (ii) any other matter of the nature referred to in Part 7 of the *Industrial Relations Act 1996* (NSW),

the Employee may forward a notice of appeal to the Employer within 30 days of being advised of such a decision or determination if they do not exercise their right before the IRC. The Employer will hear and determine the appeal and will allow the Employee, if so desired, to attend and to present a case personally or through a representative.

- (c) Nothing in this clause shall preclude the reference of matters to the IRC.

18.10 Professional Engineers and Maritime Employees will be paid fortnightly.

18.11 Union Deductions

- (a) Where directed in writing by an Employee, the Employer will deduct a payment due from the Employee to a Union party from an Employee's salary and remit it to the nominated Union in a timely manner, at no cost to the Employee or the Union, but subject to the Union being able to accept an electronic funds transfer. A deduction will be detailed on the Employee's pay slip.

19. Higher Duties

19.1 Subject to subclause 19.2 and 19.4, where in any one period of relief an Employee is required to relieve in a higher graded position for five working days or more and is instructed to perform the whole of the duties of this position, they shall be paid for the full period of relief the minimum salary of the higher graded position.

19.2 Maritime Employees who undertake higher duties in an A, B or AA position must:

- (a) undertake the duties for 4 weeks or more;
- (b) meet the ordinary hours of work requirement (ie. 161 hours in the 4 week cycle); and
- (c) meet all other requirements of the position,

in order to be eligible for the annualised salary of the A, B or AA position. Where these requirements are not met, the Employee is to be paid the Maritime Level rate only for the position.

19.3 Where in any one period of relief an Employee relieves in a higher graded position for five working days or more and does not perform the whole of the duties of such Employee in the higher graded position, they shall be paid an allowance as may be determined by the Employer and prior to entering on relief shall be advised of the allowance to be paid and the basis for its assessment, provided that:

- (a) should the period of relief be in excess of 12 months the relieving Employee shall be entitled to be paid the salary that would be payable under this Award to a person appointed to that position on the day the relieving Employee commenced relieving duties in that position; or such proportion thereof as may be determined by the Employer;
- (b) except in an emergency, prior approval to payment of a higher duties allowance is to be obtained; and
- (c) an Employee relieving another in a lower graded position shall not suffer any reduction in salary.

19.4 A higher duties allowance is paid when an Employee is directed to relieve in a higher graded position for one or more working days in the following occupational categories:

- (a) Customer Services Branch Employees working in Registries, including a maximum four hours relief when working on Saturday shifts;
- (b) Maritime Employees classified as Team Leader Environmental Services, Executive Assistant to the Director Maritime, Management positions at Maritime Level 17, and Employees holding Master 5 qualifications and required by the Employer to use these qualifications/skills in the absence of the incumbent.

19.5 Higher Duties - Part-Time Arrangements

- (a) Employees relieving in a higher graded position whose position holder is either a Part-Time Employee or has taken a period of leave on a part-time basis, are paid the higher duties allowance when having worked the equivalent of five complete working days in the higher graded position.
- (b) Part-Time Employees relieving in a higher graded position for the part time equivalent of five complete working days are paid the higher duties allowance on a pro-rata basis, based on the number of hours worked.

19.6 Incremental Progression by Allowances:

- (a) Where a very lengthy period of acting in the one higher graded position is unavoidable, the Employee concerned may progress by way of allowance to the next incremental step, provided that a 100 per cent allowance has been paid continuously for a period of 12 months.
- (b) Where the allowance has been discontinued during a period of leave, the increment should be delayed accordingly.
- (c) Where there are broken periods of relief in the higher graded position(s), such periods may be aggregated, irrespective of the nature of the work of the position(s). Such aggregated periods may be regarded as continuous service for the purpose of incremental progression within the grade of the position(s), provided that:
 - (i) only periods in respect of which the level of the allowance together with the Employee's salary is greater than or equal to the salary of the new position to which the Employee is substantively appointed are counted;
 - (ii) any period of leave during which allowance was not paid is discounted;
 - (iii) aggregation does not extend over any break in excess of six months.
- (d) The same principles apply if an Employee who has been relieving in higher graded positions is subsequently appointed to a similarly graded position, to determine salary and/or allowance in the new position.

19.7 The Employer is to consider sharing higher duties relief opportunities between suitable Employees to enhance fairness and increase developmental opportunities.

20. Travelling Compensation

20.1 Travel on Official Business

- (a) Employees who travel on official business and are not provided with an Employer owned vehicle, must, wherever possible, travel by the most economic and practical means of public transport. If public transport is not practical, or if the Employee has a genuine safety concern, the Employer can approve the use of a taxi or hire car.
- (b) The Employer pays the full cost of fares for the transport.
- (c) Where Employees pay for the travel, their claim for reimbursement of travel costs must be supported by receipts.
- (d) If there is no public transport service, then Employees must obtain prior approval to travel by:
 - (i) taxi, hire car or rented car;
 - (ii) air; or

- (iii) private vehicle, in accordance with subclause 21.4.
- (e) Employees who receive approval to use a private vehicle for official business travel will be reimbursed as set out in subclause 21.4.2.

20.2 Travel Compensation

20.2.1 Fares

- (a) Employees are not entitled to payment of fares for travel between their usual headquarters and usual permanent residence.
- (b) If Employees are required to work temporarily from another location which involves additional fares, they will be paid the amount in excess of the fares usually incurred between their permanent residence and headquarters.
- (c) Where public transport presents difficulties in (b), Employees may, subject to prior approval, use a private vehicle and be reimbursed at the Specified Journey Rate, less the amount of normal fares or the kilometres usually travelled between their home and headquarters (whichever is relevant).

20.2.2 Travelling Time

- (a) Employees are entitled to claim payment or time off in lieu for travelling time in accordance with subclauses 20.2.2 and 20.2.3. Employees are not entitled to be paid travelling time or take time off in lieu:
 - (i) for time spent travelling between their usual headquarters and usual permanent residence, or for the time normally taken for the periodic journey from home to headquarters and return,
 - (ii) for time spent travelling on permanent transfer where:
 1. the transfer involves promotion which carries increased salary,
 2. the transfer is for disciplinary reasons,
 3. the transfer is made at the Employee's request, or
 4. special leave has been granted for the day or days on which the travel is to be undertaken,
 - (iii) periods of less than a quarter of an hour on any day shall be disregarded,
 - (iv) for the time taken by the Employee to stop and eat a meal,
 - (v) for time spent travelling outside of the time that might reasonably have been taken by the most practical available route and the most economical means of transport,
 - (vi) for travel by ship on which meals and accommodation are provided,
 - (vii) for travel overseas,
 - (viii) from 11.00 pm on the night the Employee is provided with overnight accommodation to 7.30 am the following day, other than COI Employees who are exempt from this provision.
 - (ix) if the Employee receives an allowance or their salary includes a specific component of compensation for travel outside normal hours.

- (b) Employees who are required to travel to work temporarily from another location which involves additional travel time, are paid for any additional time taken in excess of the time taken to travel between their usual headquarters and their usual permanent residence.
- (c) Subject to the conditions in (a), where travel is on a:
 - (i) working day, Employees are paid for time spent in travelling before their normal commencing time or after their normal ceasing time;
 - (ii) non-working day, Employees are paid for all time spent travelling on official business after 7.30am.

20.2.3 Payment for Travelling and Waiting Time

- (a) Employees who are entitled to claim travel time are entitled to have any necessary waiting time treated as travelling time except when they are provided with overnight accommodation at a centre.
- (b) When Employees are provided with overnight accommodation at a centre, they cannot count as travelling/waiting time the time spent from arrival at the centre until departure from the centre.
- (c) Employees who are in receipt of a salary in excess of the rate applicable to the maximum rate for USS Grade 7/Engineer Level 1 Year 3, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for USS Grade 7/Engineer Level 1 Year 3, plus \$1.00 per annum, as adjusted from time to time.
- (d) The maximum payment or time off in lieu for travelling/waiting time is eight hours in any 24 hour period, except in unforeseen circumstances such as a major transport disruption.
- (e) Payment for travelling time and waiting time shall be at the Employee's ordinary rate of pay on an hourly basis calculated as follows:

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

The rate of payment for travelling or waiting time on a non-working day shall be the same as that applying to a working day.

- (f) Unless otherwise directed, Employees must take time off in lieu within three months of being notified of approval of the leave.

21. Allowances

21.1 Calculation of Allowances

- (a) A daily entitlement to a weekly allowance is calculated at one-fifth of the weekly rate.
- (b) When calculating time worked:
 - (i) a fraction of an hour less than 30 minutes is not taken into account;
 - (ii) fractions of an hour of 30 minutes or more are taken to be one hour.

21.2 Meal Allowances

21.2.1 Meal allowance and break while travelling

- (a) Employees are entitled to claim a meal allowance when travelling on official work business if they:

- (i) return to their headquarters or place of residence on the same day;
 - (ii) have a meal break of at least 30 minutes away from their residence or headquarters; and
 - (iii) incur an expense in obtaining the meal.
- (b) Employees shall receive meal allowances at the rates contained in Item 1 of Schedule B and subject to the following provisions:
- (i) Breakfast - the journey must have commenced before 6am and at least one hour before the Employee's normal starting time;
 - (ii) Lunch - when Employees are required to travel a total distance of at least 100km on the day and take their lunch break at least 50km from their normal headquarters.

However, Employees whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters shall be entitled to a lunch allowance if lunch facilities are not available;
 - (iii) Evening meal - the allowance may only be claimed when the meal is taken after 6:30pm.

21.2.2 Meal allowance on overtime

- (a) The entitlement to meal allowances for Employees who work overtime, is set out in subclause 25.4.

21.3 Travelling and Lodging Allowance

21.3.1 General

- (a) If the Employer requires an Employee to proceed on work away from their normal headquarters and the Employee cannot return to their normal headquarters on the day of departure, and the Employee does not permanently change their headquarters:
 - (i) the Employer may elect to arrange and pay for the overnight accommodation direct to the accommodation provider and reimburse the Employee the appropriate meal allowance where the Employer does not provide a meal, however, in circumstances where a suitable meal is not available because of the Employee's work commitments or for some other sound reason, the meal allowance may be claimed and will be paid. Under any such arrangement, the Employer shall ensure that the accommodation so provided is reasonable and appropriate, having regard to the nature of the work assignment. If arrangements are made as per subclause 21.3.1(a)(i):
 - (A) Employees who stay in accommodation provided by the Employer will receive an incidentals allowance as set out at Item 4 of Schedule B;
 - (B) Employees required to camp out or make use of caravans or boats for overnight accommodation when motel/hotel accommodation is neither available or appropriate are entitled to an allowance as set out in Item 24 of Schedule B; or
 - (ii) where the Employer does not pay the accommodation provider directly, the Employee shall receive the applicable Lodging allowance as per Item 3 of Schedule B for every period of 24 hours absence by the Employee from their residence; or

- (iii) the Employee may elect or be directed to be paid actual expenses properly and reasonably incurred for the whole of the business trip together with an incidental expenses allowance as set out at Item 4 of Schedule B.
- (b) Employees must obtain prior approval before making arrangements to stay in overnight accommodation.
- (c) Approval to stay in overnight accommodation is determined having regard to safety and local conditions. Where Employees are required to attend conferences or seminars which involve evening sessions or make an early start in a location away from their normal headquarters, overnight accommodation may be granted. Employees can be expected to travel up to two hours each way on the forward and return journeys for work-related purposes.
- (d) The Travelling allowance is calculated at the hourly rate of the relevant Lodging allowance as set out at Item 3 of Schedule B.
- (e) The Lodging allowance is an allowance for overnight accommodation, meals and incidentals.
- (f) Employees who are required to stay in overnight accommodation and are paid the allowance set out at subclause 21.3.1(a)(ii) above are entitled to the rate for that region as set out at Item 3 of Schedule B. The allowance is reduced by 50% if the Employee remains in that region for more than 35 days and up to six months. Any periods over 6 months do not attract the allowance.
- (g) Lodging allowance is calculated from the time Employees depart from:
 - (i) their normal headquarters; or
 - (ii) their normal place of permanent residence where they travel directly from there; or
 - (iii) another temporary work location.
- (h) Employees who are sent from one temporary work location to another will continue to be entitled to the payment for overnight accommodation, providing that the distance between their headquarters and their subsequent temporary work location is sufficient to make it necessary to continue such arrangements.
- (i) Subject to subclause (h) above, where the allowance for overnight accommodation at the subsequent temporary work location(s) is a different rate than that applying to the previous temporary work location, Employees receive the rates based on the times of departure from each location. Methods for calculation of Lodging allowance for Employees travelling between different locations are set out in Appendix A of Schedule B.
- (j) Employees are not entitled to an allowance under this clause for:
 - (i) any period during which they return to their permanent residence on weekends or public holidays, from the time of arrival at their place of residence until the time of departure;
 - (ii) any period of leave, except with the Employer's approval or otherwise provided by this clause; or
 - (iii) any other period during which they are absent from the temporary work location, otherwise than on official work.

- (k) For the purposes of this clause, ‘Sydney’ means the area bounded by Palm Beach and Brooklyn in the north, Richmond in the north-west, Penrith in the west Campbelltown and Camden in the south-west and Heathcote in the south. Notwithstanding this definition, if Employees are paid an allowance for overnight accommodation, they are expected to find accommodation as close as possible to their temporary work location.
- (l) When Employees return from a temporary work location after more than 35 days and less than six months’ lodging they are paid travelling at the hourly rate of the relevant Lodgings allowance as set in Item 3 of Schedule B. Travelling is calculated from the time the Employee departs from their temporary work location to the time they arrive at their headquarters or normal place of permanent residence.
- (m) If the Lodging allowance is deemed insufficient to adequately reimburse Employees for expenses properly and reasonably incurred, a further amount may be paid to the Employee for the additional expenses incurred.
- (n) Employees must produce receipts to receive reimbursement for actual expenses unless the Employer is prepared to accept other evidence from them.
- (o) In the event of any dispute over the implementation of these changes the parties shall have recourse to the IRC under the Dispute Settlement Procedure (clause 5).

21.3.2 Lodging in Employer-Provided Accommodation

- (a) Employees who perform official duties at a temporary work location may be directed to lodge in accommodation organised and provided by the Employer.
- (b) Where the Employer does not provide meals, Employees are reimbursed meal expenses actually and reasonably incurred during the time spent away from their permanent residence to perform that work.
- (c) Employees who stay in Employer-provided accommodation may receive an Incidentals allowance as set out at Item 4 of Schedule B.

21.3.3 Lodging Away from Headquarters for One Week or More, Within a Reasonable Distance from Headquarters

- (a) If Employees:
 - (i) are required to find accommodation away from their headquarters for a period of one week or more, and
 - (ii) are within reasonable distance from their permanent residence/headquarters to travel to their permanent residence at weekends (‘reasonable travelling distance’ from Sydney being the area bounded by Newcastle, Singleton, Bowenfels, Yass and Nowra),then claims for Travel and Lodging allowances are calculated according to (b) - (e) below.
- (b) Employees are entitled to the Travelling allowance set out in subclause 21.3.1(d) when travelling to or from a temporary work location, calculated from the time of departure. If Employees have approval to use a private vehicle, they are paid the Specified Journey Rate, as set out at Item 18 of Schedule B, up to the amount payable had the most economic and practical means of public transport been used.
- (c) Lodging allowance, or the actual and incidentals rate, is paid at the appropriate capital city or non-capital city rate as set out at Item 3 of Schedule B. The allowance is calculated from the time of the Employee’s departure to the temporary work location up until the

time of arrival back at headquarters/permanent residence, which would normally be from Monday to Friday, respectively.

- (d) Where it is necessary to:
- (i) obtain accommodation on a weekly basis in order to preserve continuity of accommodation, and
 - (ii) the cost exceeds the allowance payable from the time of arrival to the time of departure each week,

Employees are paid the reasonable actual cost, plus an amount set out at Item 4 of Schedule B.

- (e) When travelling to permanent residence/headquarters each week, Employees are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If Employees make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

21.3.4 Lodging Away from Headquarters for One Week or More, Not Within a Reasonable Travelling Distance from Headquarters

- (a) For Employees who:
- (i) are required to find accommodation away from their headquarters for a period of one week or more; and
 - (ii) are not within a reasonable distance from their permanent residence/headquarters, as defined in subclause 21.3.3(a)(ii), to travel to their permanent residence at weekends,

the entitlement to return to permanent residence/headquarters is calculated as set out below.

- (b) If the distance between a temporary work location and the Employee's permanent residence/headquarters is such that they can travel in their own time and spend 48 hours at their permanent residence/headquarters then Employees are entitled:
- (i) if they have dependants, to return to their permanent residence every four weeks at the Employer's expense. Alternatively, Employees may return to their permanent residence every two weeks and have half their costs met by the Employer;
 - (ii) if they do not have dependants, to return to their permanent residence every eight weeks at the Employer's expense. Alternatively, Employees may return to their permanent residence every four weeks and have half their costs met by the Employer.
- (c) If the distance between an Employee's temporary work location and their permanent residence/headquarters, by the shortest practicable route, is such that Employees are unable to travel in their own time to spend 48 hours at their permanent residence/headquarters then Employees are entitled:
- (i) if they have dependants, to return to their permanent residence at the Employer's expense and take two days special leave (usually Friday and/or Monday) every four weeks;
 - (ii) if they do not have dependants, to return to their permanent residence at the Employer's expense and take two days special leave (usually Friday and/or Monday) every eight weeks.

- (d) Having regard to the period of absence from work that is necessitated by land-based travel, the Employer may provide Employees with air transport.
- (e) If, in accordance with (b) and (c) above, Employees return to their permanent residence/headquarters after the specified period of absence has elapsed, each journey will be regarded as a separate trip for the purposes of calculating lodging allowances and Employees are paid travelling time as set out at subclause 20.2.2(b).
- (f) When Employees travel to their permanent residence/headquarters they are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If Employees make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

21.4 Use of Private Motor Vehicle

21.4.1 General

- (a) Unless otherwise specified in this Award, Employees bear the cost of daily travel by private vehicle between their permanent residence and headquarters.
- (b) Employees may be authorised to use private motor vehicles where such use will result in greater efficiency or be less expensive for the Employer than other forms of transport.
- (c) If Employees have approval to use a private motor vehicle for work purposes, they must have current:
 - (i) third party personal injury insurance; and
 - (ii) a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Employer.

21.4.2 Rates, Allowances and Expenses

- (a) Employees who have approval to use a private motor vehicle for work purposes are paid an allowance, depending on the circumstances and purpose for which the vehicle is being used.
- (b) Employees will be paid:
 - (i) the Specified Journey Rate, as set at Item 18 of Schedule B for travel to and from a temporary work location; or when on official business where an Employer owned vehicle or other forms of transport are available, but the Employee elects to use their own private vehicle, with the approval of the Employer. The allowance is limited to an amount not exceeding the cost of travel by public or other available means of transport;
 - (ii) the Official Business Rate as set at Item 17 of Schedule B for using a private vehicle on official business when no other means of transport is available, where the Employee is directed to use their own vehicle by the Employer and the Employee agrees to do so;
 - (iii) the Official Business Rate as set at Item 17 of Schedule B if, owing to a disability, the Employee is unable to use other transport.

21.4.3 Private Use of Employer owned vehicles

- (a) Subject to approval from the Employer and the provisions of RMS Group's Light Motor Vehicle Policy and Guidelines (as varied from time to time), Employees may negotiate to include the private use of an Vehicle in a salary package arrangement.

- (b) Such arrangement will be subject to a motor vehicle being available from within the Employer's motor vehicle fleet and the vehicle being made available for general use during business hours.

21.5 Conditions and Allowances on Transfer

This clause applies to all Employees other than Casuals.

21.5.1 General

- (a) Unless otherwise approved by the Employer, Employees are not paid allowances if they transfer:
 - (i) at their own request within a period of 2 years of taking up duty at their current headquarters;
 - (ii) under arrangements they have made directly with another Employee to exchange positions;
 - (iii) from one part of Sydney Metropolitan area to another as defined in the RMS Group Travel, Accommodation and Relocation Procedure.
 - (iv) to a new headquarters within 34km of their previous headquarters; or
 - (v) for reasons of proven misconduct.

In the case of job swaps arising out of major restructures, the Employer is prepared to consider the payment of transfer allowance in exceptional circumstances.

- (b) Where both spouses are Employees and are transferred to the same new headquarters requiring the relocation of residence, they are to seek approval regarding payment of leave and expenses as transferred Employees prior to relocating.
- (c) Where special circumstances exist and the Employer so approves, this clause shall apply to a transfer within the meaning of subclause (a)(i) or (a)(iv).

21.5.2 Travelling and Accommodation Allowance

- (a) Employees who are transferred from one headquarters to another are paid the travelling allowance set out at subclause 21.3.1 until arriving at their new headquarters.
- (b) Employees who are unable to secure a permanent residence or other regular accommodation immediately on arrival at their new headquarters and are:
 - (i) separated from their dependants, are, paid the relevant accommodation allowance set out at subclause 21.3, for the first eight weeks;
 - (ii) separated from their dependants, may be partially reimbursed for expenses actually and reasonably incurred provided that the Employee can produce receipts of the expenses claimed. Employees are only able to make this claim for expenses after eight weeks and up to a maximum of six months after having been transferred. The amount that may be reimbursed will be calculated by determining the total amount of expenses incurred, for which the Employee has receipts, minus the amount each week set out at Item 20 of Schedule B;
 - (iii) occupying temporary accommodation with their dependants are paid three-quarters of the actual and reasonable expenses incurred for a period of up to eight weeks;

- (iv) occupying temporary accommodation and do not have dependants, are paid 50% of the actual and reasonable expenses incurred for a period of up to four weeks, up to a maximum amount set out at Item 12(c) of Schedule B.
- (c) Employees who anticipate that due to special circumstances they will require reimbursement beyond these periods must obtain the Employer's approval prior to the expiration of the above periods.
- (d) Where the Employer is not prepared, under subclause 21.5.10, to meet the expense of transferring dependants, the Employee is paid the relevant accommodation allowances set out at subclause 21.3.
- (e) If an Employee is separated from their dependents under circumstances set out above, then the Employee is entitled to the provisions for returning to permanent residence set out at subclauses 21.3.3 and 21.3.4.

21.5.3 Sale and Purchase of Home When Transferred

- (a) Where an Employee is transferred and the Employer has agreed to meet the cost of relocating their dependants and possessions, the Employee is entitled to be reimbursed the costs associated with the sale of their current residence provided the Employee purchases a residence or land to build a home at the new location. The sale and purchase must occur:
 - (i) not earlier than 6 months prior to and no later than 4 years after the transfer; or
 - (ii) within a period not exceeding a further 4 years if the Employee is transferred again within the timeframe of (a).
- (b) This subclause also applies if an Employee sells their current residence and takes up rented accommodation or transfers, as long it has not been more than four years since their transfer.

21.5.4 Reimbursement of Conveyancing and Other Costs

- (a) If 21.5.3 applies, then the Employee may be reimbursed for the following expenses:
 - (i) professional costs and disbursements of a solicitor or conveyancing company acting on the Employee's behalf, in respect of transactions limited to Schedule 1 of the *Conveyancing Act 1919* (NSW);
 - (ii) stamp duty paid in respect of the purchase of the Employee's residence or land at their new location, and in respect of any mortgage entered into or discharge of mortgage connected with such transactions;
 - (iii) registration of transfer and discharge of mortgage;
 - (iv) any real estate agent's commission for the sale of the former residence;
 - (v) council or other local government rates levied on the former residence prior to its sale and during the period that it remains untenanted, providing that the Employee has purchased a residence or land on which to build a home at the new headquarters (the Employer may require the Employee to prove that reasonable efforts have been made to sell the former residence at a reasonable market price);
 - (vi) non-refundable costs to connect gas and/or electricity at the new permanent residence;

- (vii) the cost of survey certificates, pest certificates and/or lending authority registration fees and charges reasonably incurred in seeking financial assistance, for the purpose of purchasing a residence or land on which to build a home at the new headquarters.
- (b) If the four-year period in subclause 21.5.3(a) above is exceeded, the Employer will consider the Employee's circumstances and may require the Employee to provide full details as to why the sale and/or purchase of the residence or land could not be completed within the four-year period.
- (c) The maximum amount Employees are reimbursed for items in subclause (a) above is limited to the amount which would be payable had the sale and purchase prices in each case been the amount set out at Item 8 of Schedule B.
- (d) To be eligible for reimbursement in full for the amount of stamp duty in subclause (a)(ii) above, Employees must occupy their residence within 15 months of transfer to their new location.

21.5.5 Telephone Connection

Employees will be reimbursed the cost of installing a telephone at their new location provided that:

- (a) they were a telephone subscriber at their previous residence at the time of transfer; and
- (b) the amount reimbursed is limited to the full amount of the transfer or installation fee only. Fees for extra telephone equipment and services etc. are not reimbursed.
- (c) Employees must provide receipts when claiming reimbursement.

21.5.6 Arrangement of Accommodation in Advance

- (a) Subject to approval, if an Employee and one member of their household travel to the new headquarters, prior to a transfer, to arrange accommodation in advance, the Employee is entitled to:
 - (i) reimbursement of travelling costs or the Specified Journey Rate, up to the amount payable had the most economic and practical means of public transport been used;
 - (ii) two days paid special leave, for the purpose of visiting the new location and arranging accommodation;
 - (iii) such leave as is necessary, on full pay, for the purposes of travelling to the new location; and
 - (iv) actual and reasonable expenses incurred for overnight accommodation and meals for the Employee and their family member, provided the Employee produces receipts, up to a maximum of the amount specified in subclause 21.3.
- (b) Where the time taken to travel to the new headquarters and accommodation is arranged in less than two days, Employees are entitled to paid special leave for that lesser time.
- (c) Subsequent to commencing work at their new headquarters, if Employees have been unable to access the above entitlements but wish to have a member of their household travel to their new headquarters for the purpose of finding new accommodation, Employees are entitled to reimbursement of travel and accommodation expenses for the household member, providing that person travels by the most practical and economical means of transport. Where the family member travels by car, the allowance is based on the Specified Journey Rate as set out at Item 18 of Schedule B.

- (d) Employees are not entitled to the conditions above if they intend to re-occupy their own home.

21.5.7 Weekly Allowance for Increased Rental Costs

- (a) Employees may apply for and may be granted a weekly allowance if they incur increased rental costs after being transferred. The application must be in writing and must be supported by receipts which show the actual rent paid before and after the transfer.
- (b) The weekly allowance is:
 - (i) based on the difference between the cost of rent at the previous headquarters and the cost of rent at the new location;
 - (ii) up to a maximum of the amount set out at Item 9 of Schedule B per week; and
 - (iii) paid for a period of up to six months, unless exceptional circumstances require that the allowance be extended to a maximum of 12 months.

21.5.8 School Costs for Dependant Children

- (a) Where Employees have dependant children in Year 12 who have to stay at the former location and cannot move to the new location because elected subjects are not available at the new location, they are entitled to reimbursement of up to the amount listed in Item 10(b) of Schedule B, provided that the Employee:
 - (i) pays the amount set at Item 10(a) of Schedule B, per week;
 - (ii) produces receipts of payment; and
 - (iii) produces a letter from the Department of Education and Training stating that the elected subjects are not available at the new location.
- (b) Where dependant children change to a school at the new location, Employees are entitled to reimbursement of the costs of replacing the essential school clothing listed from time to time in the DPC personnel circulars.
- (c) Employees may be reimbursed the cost of clothing not included on the list, which is required at the new school, providing that they supply full particulars and the circumstances surrounding the requirement to purchase.

21.5.9 Transfer of Household Furniture and Effects

- (a) Employees who are transferred from one headquarters to another and have to change their permanent residence are entitled to the following allowances to transfer their household furniture and effects:
 - (i) where the value of the household furniture and effects is more than the amount set out at Item 7(a) of Schedule B, Employees receive the allowance set out at Item 7(b) of Schedule B.
 - (ii) where the value of the household furniture and effects is less than the amount set out at Item 7(a) of Schedule B, Employees receive the allowance set out at Item 7(c) of Schedule B.
 - (iii) where Employees change their residence and do not have household furniture and effects to warrant the payment of the allowance referred to in (a) above, Employees receive the amount set out at Item 7(d) of Schedule B.

- (b) Employees are entitled to reimbursement of the cost of packing, removing, unpacking and transit insurance of their goods, as well as storage of their furniture and effects up to a maximum of eight weeks.
- (c) Prior to incurring the expense outlined in subclause (b) above, Employees must submit a request to the Employer for approval to incur the expense, accompanied by:
 - (i) an inventory of the furniture and effects with their approximate value;
 - (ii) quotations from carriers for the cost of removal;
 - (iii) if applicable, quotations for storage, limited to a maximum of eight weeks from the date of transfer to their new headquarters.
- (d) Quotations must be obtained, where practicable, from at least two reputable carriers and are to show the cost of removal from house to house, including packing and unpacking and the cost of 'all risk' insurance.
- (e) Employees who wish to extend the period of storage beyond eight weeks must obtain prior approval from the Employer.
- (f) Employees must enter into a contract for the removal of furniture and effects because the Employer will not be responsible for any loss or damage to the furniture or effects in the course of removal.
- (g) Employees are entitled to reimbursement of the cost of all risk insurance, up to a maximum value for furniture and items as set out at Item 14 of Schedule B. Where the insured value exceeds this amount, the matter is to be referred to the Employer for consideration.

21.5.10 Transfer of Dependants

- (a) If Employees transfer for the reasons set out in subclause 21.5.1(a)(i) or (ii) and special circumstances exist, upon application the Employer may choose to reimburse the entitlements set out below.
- (b) If Employees are transferred for the reason set out in subclause 21.5.1(a) (iv), they are entitled to the provisions set out below.
- (c) When Employees and their dependants travel to a new location, they are paid:
 - (i) the actual and necessary fares incurred by the most economical means of public transport available; or
 - (ii) the Official Business Rate as set out at Item 17 of Schedule B if Employees choose to travel by private vehicle.
- (d) If Employees travel during working hours they are entitled to travelling allowances as set out in subclause 21.3. Any time spent in excess of the quickest practicable public surface route is:
 - (i) deducted from annual leave; or
 - (ii) approved as leave without pay.
- (e) Where it is necessary for Employees to lodge their family or dependant relatives in temporary accommodation for the time between leaving their previous headquarters and arriving at their new headquarters, they are paid three-quarters of the actual and

reasonable additional expenses incurred for a maximum period of one week, providing they supply receipts.

- (f) If Employees submit a receipt for joint accommodation costs for them and their family or dependant relatives, the family cost to be used in calculations for (c), is determined by deducting the single tariff rate and the cost of their meals, from the total of the actual cost incurred plus the relevant incidentals rate for capital cities or non-capital cities as set out at subclause 21.3.

21.5.11 Special Leave for Transferred Employees

- (a) Where Employees are transferred in accordance with subclause 21.5.1, they are entitled to special leave of:
- (i) up to two days for preparation and supervision of packing of personal and household effects prior to its removal or to arrange storage;
 - (ii) up to one day for the combined purpose of cleaning the premises being vacated and/or occupying their new premises.

21.5.12 Removal expenses on Retirement, Redundancy or Death

- (a) If Employees retire, accept a voluntary redundancy or die at a place other than the place of their original headquarters, then the Employer will reimburse the costs actually and necessarily incurred in removing personal and household effects, together with associated transit insurance, to a location of their choice, or as specified by their next of kin or executor of their estate in the case of death, provided:
- (i) the costs claimed do not exceed the cost had the effects been moved to the original headquarters;
 - (ii) the relocation is effected within 12 months of the date of retirement, voluntary redundancy or death and written application is made by the widow or widower; and
 - (iii) in the case of voluntary redundancy only, the Employee has not rejected an offer of redeployment.
- (b) Any separate claim made by the Employee's children or dependant relatives will be considered by the Employer provided that full particulars for the reason for special consideration are supplied.

21.6 Remote Areas Allowance

- (a) The remote areas allowance rates set out in Item 11 of Schedule B and discussed in this clause are the rates payable per annum.
- (b) Employees whose headquarters and residence are in an area upon or west of a line starting from a point on the bank of the Murray River opposite Swan Hill, which then extends by straight line passing through the following towns in order, namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford, and Bonshaw are paid a remote areas allowance at Grade A.
- (c) Employees whose headquarters are in Deniliquin are also paid the Grade A Allowance.
- (d) Grade B Allowances will be paid to Employees whose headquarters and residence are at Angledool, Barrigun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.

- (e) Grade C Allowances will be paid to Employees whose headquarters and residence are at Fort Grey, Mootwingee, Mount Wood, Nocolèche, Olive Downs, Tibooburra and Yethong.
- (f) Employees will be paid the dependant rate, set out at Item 11 of Schedule B, if their dependants also reside in the defined remote area.

21.7 Fares Subsidy - Remote Areas

- (a) Employees who are located in an area for which a remote areas allowance is paid are paid a subsidy towards the cost of fares incurred when taking annual leave away from that area.
- (b) The fares subsidy is paid once in every 12 month period, calculated from the date the Employee takes up work in the area.
- (c) A fares subsidy entitlement not taken in one year is forfeited and cannot be carried over to enable an Employee to make two claims in the following year.
- (d) Employees who travel by public transport are paid the lesser of:
 - (i) actual costs, less the amount set out at Item 12(a) of Schedule B; or
 - (ii) up to a maximum of the amount set out at Item 12(b) of Schedule B for the Employee and their spouse/dependants; or
 - (iii) up to a maximum of the amount set out at Item 12(c) of Schedule B if the Employee does not have a spouse/dependants.
- (e) Where Employees travel by private vehicle, they are paid:
 - (i) the Specified Journey Rate as set out at Item 18 of Schedule B; or
 - (ii) actual and reasonable costs in excess of the amount set out at Item 12(a) of Schedule B, whichever is the lesser, up to the maximum specified in 12(c) of Schedule B.
- (f) Travel subsidies are based on the cost of a return journey from headquarters to Sydney by the most practical and economic means of public transport available, or elsewhere not exceeding the cost of a return journey to Sydney.
- (g) There is no entitlement for reimbursement of taxi fares or meals.
- (h) Unless otherwise approved, Employees are only paid the fares subsidy when they proceed on a period of leave that would entitle them to the payment of annual leave loading (ie, ten consecutive working days one day of which is annual leave).

21.8 First Aid Allowance

- (a) Where the Employer designates an Employee who is qualified, as specified in Items 15 and 16 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.
- (b) The First Aid Allowance is not payable where a first aid qualification is part of an Employee's essential job requirement.

21.9 Sydney Harbour Bridge Allowance

A Works Supervisor who is employed on the maintenance of the structure of the Sydney Harbour Bridge shall be paid an allowance as set out at Item 13 of Schedule B.

21.10 Uniform and Personal Protective Equipment

- (a) Salaried Employees
 - (i) Salaried Employees required to wear a uniform shall be responsible for maintaining such uniforms in a clean and pressed condition and shall be paid an allowance as set out in Item 25 of Schedule B for care and cleaning of uniform clothing.
 - (ii) The Employer shall provide free of charge such protective footwear, as necessary, which is reasonably expected to adequately protect all Employees in the workplace.
- (b) Professional Engineers
 - (i) Employees who are required to wear protective clothing, footwear or equipment to perform work will be provided with the protective clothing considered necessary.
- (c) Maritime Employees
 - (i) Employees issued with a uniform are to wear the full uniform and keep it in good order.
 - (ii) Employees employed in front line customer contact positions only may be issued uniforms from the Employer. This includes all on water roles, customer service positions and survey Employees.
 - (iii) Replacement of uniforms shall be on a fair wear and tear basis.
 - (iv) The provisions of (iii) above shall not apply to Employees issued with uniforms in roles other than those described in (ii) above.
 - (v) Where an Employee is issued with protective clothing that clothing must be worn on duty except when a specific exemption has been allowed by the Employer. Any Employee who has been issued with protective clothing and/or equipment, who reports for duty incorrectly attired may be stood down without pay or be otherwise deployed until such time as they are able to report for duty correctly attired.
 - (vi) Replacement of personal protective clothing will be on the basis of fair wear and tear.

21.11 On Call Allowance

- (a) Employees are paid an on-call allowance when directed to be on-call.
- (b) When on-call Employees are required:
 - (i) to be available outside of ordinary working hours,
 - (ii) to respond to an emergency/breakdown situation in a reasonable time agreed with the Employer, and
 - (iii) to remain in a fit state, unimpaired by the effects of alcohol or drugs.
- (c) Employees who are on-call are not required to remain at their permanent residence but must be able to be contacted immediately.
- (d) The rate of the on-call allowance is set out at Item 19(a) of Schedule B.
- (e) Employees who are on-call are not entitled to a disturbance allowance.

- (f) The provisions of this clause do not apply where a Salaried Employee is already in receipt of payment representing compensation for regularly being on standby or on-call, which is paid as part of the Employee's salary or as a separate allowance.

21.12 Disturbance Allowance

- (a) This clause applies to Salaried Employees and Maritime Employees. Professional Engineers are covered by clause 62.
- (b) Employees may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Employees may be contacted to put into place emergency arrangements by contacting other Employees to attend an incident or providing advice in response to an emergency situation.
- (c) The disturbance allowance is:
 - (i) paid at a minimum of one hour of the ordinary hours rate;
 - (ii) not paid if the Employee's salary exceeds the top step of USS Grade 11 or equivalent.
- (d) Where more than one telephone call is received or made within the hour, only one hourly payment is paid.
- (e) The disturbance allowance is payable under the arrangements set out in the RMS Group On-Call and Disturbance Allowance Procedure.

SECTION 4 - LOCAL ARRANGEMENTS, HOURS OF WORK, OVERTIME, SHIFTWORK AND RELATED MATTERS

22. Local Arrangements

- 22.1 Local arrangements may be negotiated between the Employer and union parties to this award in relation to any matter contained within the award.
- 22.2 All local arrangements negotiated between the Employer and the union parties must:
 - (i) be approved in writing by the Employer;
 - (ii) be approved in writing by the union parties to this Award;
 - (iii) include provisions for the duration, review, and termination of the agreement; and
 - (iv) be contained in a formal document signed by all parties to this Award.
- 22.3 A local arrangement approved in accordance with this clause, will override this award to the extent of any inconsistencies.

23. Hours of Work

23.1 Application of this Clause

- (a) The provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
 - (i) COIs and Compliance Operations Managers (in which case the provisions of clause 42 shall apply);

- (ii) Telephone Customer Service Centre Employees (in which case the provisions of clause 43 shall apply);
 - (iii) DRIVES Help Desk Employees (in which case the provisions of clause 44 shall apply);
 - (iv) Work Support Employees (in which case the provisions of clause 45 shall apply);
 - (v) Traffic Supervisors (in which case the provisions of clause 46 shall apply);
 - (vi) Traffic Commanders (in which case the provisions of clause 47 shall apply);
 - (vii) Operations Managers and Operations Coordinators in the Regional Traffic Operations Centre (in which case the provisions of clause 48 shall apply).
 - (viii) Sydney Harbour Bridge Control Room Employees (in which case the provisions of 49 shall apply)
- (c) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

23.2 Ordinary Hours

- (a) The provisions of subclause 23.2 do not apply to those Employees engaged in Shift Work. The ordinary hours of Shift Workers shall be as set out in clause 24.
- (b) Unless prescribed otherwise in this Award, the ordinary hours of work are 35 hours per week. The Employer may engage Employees under either a standard hours arrangement or a flexitime arrangement. The Employer may direct Employees to work a standard hours arrangement in exceptional circumstances.
- (c) The ordinary hours of Salaried Employees who are engaged on field work shall be 38 hours (if directed). In such case, the Employee shall be paid a loading at the rate of 8.5% of salary; and overtime shall be paid for work in excess of 8 hours on any one day, or 40 hours in any one week, or hours outside the ordinary spread of hours normally worked by Employees on field work. The loading shall apply to all periods of leave and be taken into account in the calculation of annual leave loading and overtime payments. The loading shall also be taken into account in the monetary value of long service leave on termination of service where the Employee is in receipt of the loading on the day preceding termination.
- (d) Standard Hours Arrangement
 - (i) The standard hours arrangement involves seven hours per day, 35 hours per week, worked over a five day period Monday to Friday inclusive.
 - (ii) For Salaried Employees and Professional Engineers, the ordinary spread of hours for standard hours shall be 8.30am to 4.30pm, with a lunch break to be taken between the hours of noon and 2.00pm daily, provided:
 - (A) the Employer may approve Employees engaged under Salaried Employee Classifications, to vary the ordinary span of hours so that they can be worked between 7.00am to 5.30pm;
 - (B) the Employer may approve Employees engaged under the Professional Engineers Classifications to vary the ordinary span of hours so that they can be worked between 7.30am to 6.00pm;
 - (C) Professional Engineers under the standard hours arrangement must not work more than five hours without a one-hour meal break, taken between noon and 2.00pm

unless local arrangements are made in advance, based on the Employee's personal needs or operational needs. In this case, Employees and the Employer may agree to reduce the meal break to a minimum of 30 minutes.

- (e) Flexitime arrangement for Salaried Employees and Professional Engineers approved to work under such arrangement
- (i) Flexitime arrangement is defined as where an Employee is able to:
 - (A) vary their start and finish times within the bandwidth;
 - (B) accrue one flex day (7 hours) in each 4 week settlement period;
 - (C) take flex leave at any time throughout the 4 week settlement period with approval from the Employer.
 - (ii) Once approved, a Flexitime Arrangement is defined as a program where Employees determine their own start and finish times within the bandwidth, in consultation with the Employer and taking into consideration the requirements of their role.
 - (ii) Flexitime will accrue where an Employee works additional hours above 140 hours in a settlement period in accordance with this clause.
 - (iii) Where the operational requirements allow, the working of a flexitime arrangement shall be extended to an Employee working under a part time work arrangement. Except for provisions contained in subclauses 23.2(e)(xi), (xiv) and (xv), all other provisions under this subclause shall be applied pro rata to an Employee working under a part time work arrangement.
 - (iv) Attendance - An Employee's attendance in excess of ordinary hours but within the bandwidth shall be subject to the availability of work.
 - (v) Bandwidth - The bandwidth shall be between the hours of 7.00 am and 7.00 pm Monday to Friday, unless otherwise agreed between the Employer and the Employee.
 - (vi) Minimum hours of work on any day will be 5 for a full-time Employee and 3 for a part-time Employee, excluding breaks.
 - (vii) Lunch break - The standard lunch period shall be no less than ½ hour. Lunch breaks may be up to 2½ hours taking into consideration the requirements of the role.
 - (viii) Settlement period - The settlement period shall be four weeks, and for time recording purposes, the settlement period and flex leave must coincide.
 - (ix) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the Employee's weekly contract hours by the number of weeks in a settlement period.
 - (x) Flexible working hours credit - An Employee may carry a maximum of 10 hours credit into the next settlement period. Subject to clause 23.2(e)(xiii) and 23.2(e)(xvi), additional hours are forfeited.
 - (xi) Any credit of hours outstanding on an Employee's last day of duty is to be paid by adding the monetary value to any unpaid salary or to the monetary value of accrued annual/extended leave.
 - (xii) The hours worked during the settlement period are to be monitored by the Employee and the Employer. When due to operational reasons the Employee may exceed the credit carry of 10 hours at the end of the settlement period, the Employer may approve the Employee

to accrue additional hours worked above the 10 hours as time in lieu. Employer approval and the taking of the time in lieu will be subject to compliance with the Employer's policy, procedures, guidelines and delegations.

- (xiii) Flexible working hours debit - The following provisions shall apply to the carry over of flexible working hours debits:
 - (i) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
 - (ii) Where the debit exceeds 10 hours, the excess will be debited from a following pay as leave without pay, unless the Employee elects to be granted available annual or extended leave to offset the excess.
 - (iii) Any debit of hours outstanding on an Employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued annual/ extended leave.
- (xiv) Flex leave - Subject to operational requirements:
 - (i) An Employee may use credit hours to take off the equivalent of one full day or two half days in a settlement period of 4 weeks.
 - (ii) Flex leave can be taken for a minimum period of 1 hour and thereafter in 15 minute increments.
 - (iii) Flex leave may be taken on consecutive working days.
 - (iv) Absences on flex leave may be combined with other periods of authorised leave.
- (xv) Banked days - If an Employee is unable to take flex leave in accordance with clause 23.2(e)(xv) due to operational requirements, an Employee can bank flex leave and is entitled to have banked up to four untaken flex days at any one time. Subject to approval, the Employee can take up to four banked days plus the current settlement periods flex day, to take a maximum of five consecutive working days off at an appropriate time.
- (xvi) Professional Engineers who work on projects shall be entitled to bank flex days over the maximum in subclause 23.2(e)(xvi), during the project to be taken at the conclusion of the project or at set times during the project, in order to manage sustained high workloads. Such leave arrangements shall be approved by the Employer. Where it is agreed between the Professional Engineer and the Employer, the Professional Engineer may work a standard hours arrangement.
- (xvii) Flexitime Arrangements will not be used to replace shift work or temporary shift arrangements, or where work would be more appropriately arranged under the shift work provisions of this Award.

24. Shiftwork

24.1 Application of this Clause

- (a) The provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
 - (i) COIs and Compliance Operations Managers (in which case the provisions of clause 42 shall apply);

- (ii) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 43 shall apply);
 - (iii) DRIVES Help Desk Employees (in which case the provisions of clause 44 shall apply);
 - (iv) Work Support Employees (in which case the provisions of clause 45 shall apply);
 - (v) Traffic Supervisors (in which case the provisions of clause 46 shall apply);
 - (vi) Traffic Commanders (in which case the provisions of clause 47 shall apply);
 - (vii) Operations Managers and Operations Coordinators in the Regional Traffic Operations Centre (in which case the provisions of clause 48 shall apply).
 - (viii) Sydney Harbour Bridge Control Room Employees (in which case the provisions of 49 shall apply)
- (c) Should any specific provisions in relation to the hours of work be inconsistent with the general provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

24.2 Shift Work Hours

- (a) For Salaried Employees rostered on shift work (including Employees whose ordinary hours of work are 35 hours per week and are directed to work Field Work that is shift work), unless specific provisions apply:
- (i) Day shift means those shifts where ordinary hours are worked between 7.00am and 5.00pm Monday to Friday;
 - (ii) Afternoon shift means those shifts where ordinary hours commence at or after noon Monday to Friday.
 - (iii) Night Shift means those shifts where ordinary hours finish at or before 10.00am Monday to Friday.
 - (iv) the ordinary hours for day shift shall not exceed those worked daily or weekly by other Employees working normal hours Monday to Friday inclusive. The only break will be for lunch. The lunch break shall be taken in the Employee's time and shall not be regarded as working time;
 - (v) the ordinary working hours for afternoon and night shifts shall not exceed those worked daily or weekly by other Head Office Employees working normal hours Monday to Friday. Meal breaks shall be of thirty minutes duration and shall be taken as part of the ordinary working hours, to be paid for at the appropriate shift rate;
 - (vi) no Employee shall be required to work more than five consecutive hours without a meal break.
- (b) For Employees whose ordinary hours of work are 35 hours per week and are directed to work Field Work that is shift work, and unless specific provisions apply:
- (i) an Employee shall be given at least 48 hours' notice of a requirement to work shift work;
 - (ii) notice of any alteration to shift hours shall be given to the Employee not later than ceasing time of the previous shift.
 - (iii) no Employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.

- (c) For Salaried Employees who work Shifts and whose ordinary hours are thirty eight per week, and unless specific provisions apply:
 - (i) Employees shall accrue 0.4 of one hour for each shift worked to allow one shift to be taken off as a paid shift for every twenty shift cycle. The twentieth shift shall be paid for at the shift rate(s);
 - (ii) each shift of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purposes;
 - (iii) an Employee who has not worked, or is not regarded by reason of subclause 24.2(b)(ii) as having worked a complete four week cycle, shall receive pro rata accrued entitlements for each shift worked (or fraction of a shift worked) or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination;
 - (iv) Employees working under subclause 24.2(a), shall agree upon arrangements with the Employer for rostered paid days off during the twenty shift cycle or for accumulation of accrued days, provided that such accumulation shall be limited to no more than five such accrued days before they are taken as paid days off, and when taken the days shall be regarded as days worked for accrual purposes in the particular twenty shift cycle;
 - (v) once such shifts have been rostered they shall be taken as paid shifts off provided that in emergencies, when the Employer requires an Employee to work on the rostered shift off and the Employee does so, the Employee shall take one paid shift off before the end of the succeeding work cycle, and the Employee shall be paid for the shift worked at the rates prescribed for Saturday work in subclause 24.5(a).

24.3 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) For Professional Engineers, payment for an early morning shift shall be at the ordinary rate of pay plus 12 ½%.
- (c) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
- (d) Payment for night shift shall be at the ordinary rate of pay plus 15%.
- (e) For Salaried Employees engaged in Field Work working Shift Work:
 - (i) payment for day shift shall be at ordinary rates of pay;
 - (ii) Employees shall be paid at the rate of time and one quarter when working on the second (afternoon) shift on either a two or three shift system;
 - (iii) if three shifts are worked, the third night shift shall be paid for at the rate of time and one quarter;
 - (iv) where Employees are required to work on a shift not worked on a two or three shift system, which commences at or after 4.00pm and which finishes at or before 7.00am, such shift shall be of no longer duration than eight hours and shall be paid for at the rate of time and one half;
 - (v) where the arrangement for working shifts provides for shifts on less than five continuous working days then overtime rates shall be applicable; provided also that in cases where less than a full week is worked due to the action of the Employee then in such cases the rate payable for the actual time worked shall be ordinary shift rates.

24.4 Shift Work Rosters

- (a) For Salaried Employees rostered on shift work, unless specific provisions apply:
 - (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer provided that not more than five consecutive shifts shall be worked in seven consecutive days;
 - (ii) wherever reasonably practicable, notice shall be given at least seven days in advance of shifts to be worked. Rotating shifts shall rotate weekly commencing Monday. Where three shifts per day are being worked, the order of rotation shall be from day shift to night shift, from night shift to afternoon shift and from afternoon shift to day shift;
 - (iii) an Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift and/or night shift in any period of three working weeks other than by agreement between the Employer and the Employee. The Employee shall be paid at the rate of time and a half of the ordinary time worked on afternoon and/or night shift in excess of two consecutive weeks until the shifts are rotated.

24.5 Ordinary Hours on a Saturday or Sunday for Salaried Employees and Professional Engineers

- (a) Unless prescribed in this Award, any ordinary hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (b) Unless prescribed in this Award, any ordinary hours worked on a Sunday shall be paid at the rate of double time.

24.6 For Salaried Employees who are Shift Workers:

- (a) an Employee required to work a shift on a day in which they have been rostered off shall be paid at overtime rates;
- (b) an Employee rostered off on a public holiday shall be credited with a day's annual leave for each such day, provided that a six or seven day shift roster is in operation.

24.7 For Professional Engineers rostered for Shift Work:

- (a) the Employer may roster Employees to work shifts on a rotating basis;
- (b) the ordinary rostered working hours for shift work is not to exceed the hours worked daily or weekly by non shift workers in the same classification who work Monday to Friday;
- (c) where practicable, Employees will be given seven days' notice of the shifts to be worked;
- (d) a meal break must be a minimum of 30 minutes duration.
 - (i) Except in an emergency, Employees must not work more than five hours without a meal break.
 - (ii) A meal break during a day shift is unpaid and does not count as time worked.
 - (iii) A meal break during an early morning, afternoon or night shift is taken as part of the ordinary working hours and is to be paid at the appropriate shift rate.
 - (iv) Employees who are given less than 24 hours' notice of a change to a roster or are required to work a shift on a rostered day off will be paid a Meal allowance as specified in Item 2 of Schedule B.

- (e) For Professional Engineers rostered on rotating shift work:
- (i) Employees must not be rostered to work more than five consecutive shifts in seven consecutive days;
 - (ii) the roster is to rotate weekly and runs from either Monday to Friday or Sunday to Thursday;
 - (iii) where three shifts per day are being worked, the order of rotation of shift is day shift to night shift, from night shift to afternoon shift, and from afternoon shift to day shift.
 - (iv) Employees must not be required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, unless the Employee requests this arrangement and the Employer agrees.

- (f) For Professional Engineers engaged on temporary night shift work:
- (i) temporary shift work is worked between Sunday to Thursday inclusive or Monday to Friday inclusive;
 - (ii) arrangements for temporary shift work must be by agreement with the Employer provided that the choice of shift patterns does not prevent the Employer from applying shift work provisions to other Employees;
 - (iii) for the purpose of this subclause, 'temporary shift work' means shift work for up to 2 weeks;
 - (iv) The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

Shift	Loading
Early morning	12.5%
Afternoon	25.0%
Night	50.0%

- (v) if a normal shift is worked between Monday and Friday, the Friday shift starts before and finishes after midnight Friday. If a normal shift is worked between Sunday and Thursday, the Sunday shift starts before midnight Sunday;
- (vi) Employees who work according to a temporary shift work arrangement on a Saturday, Sunday or public holiday must be paid overtime rates provided Friday shifts referred to in (v) above are paid at ordinary rates and Sunday shifts referred to in (v) above are paid at ordinary shift rates after midnight Sunday.
- (vii) Employees who work in excess of the agreed ordinary shift work hours on Sunday to Thursday or Monday to Friday (excluding public holidays) shall be paid double-time.
- (viii) Employees who are required to work temporary shift work must be given at least 48 hours' notice. If shift hours are changed, Employees must be notified by the finishing time of their previous shift;
- (ix) Employees must not work more than one ordinary shift on any one day (eg a day shift and a night shift). If Employees are required to work a second shift on a given day, the second shift is paid as overtime;
- (x) Employees who work according to a temporary shift arrangement of less than five consecutive working days (and this is not due to their actions), shall be paid overtime rates. Any public holidays, ADOs or leave is counted as single days worked and forms part of the calculation towards the completion of five consecutive days;

- (xi) Unless provided for in this clause, no Employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.
- (g) Professional Engineers engaged in shift work who are required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, other than for the reasons outlined in subclause 24.7(b) (shift work rosters), are to be paid time and one half for all ordinary time worked on the afternoon and/or night shift in excess of two consecutive weeks, until the shifts are rotated.

25. Overtime

25.1 Application of this Clause

- (a) With the exception of subclause 25.3, the provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
 - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 43 shall apply);
 - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 44 shall apply);
 - (iii) Work Support Employees (in which case the provisions clause 45 shall apply);
 - (iv) Traffic Supervisors (in which case the provisions of clause 46 shall apply);
 - (v) Operations Managers and Operations Coordinators in the Regional Traffic Operations Centre (in which case the provisions of clause 48 shall apply).
 - (vi) Sydney Harbour Bridge Control Room Employees (in which case the provisions of 49 shall apply)
- (c) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the Specific Provisions shall prevail to the extent of any inconsistency.
- (d) Where overtime occurs on a regular basis, the overtime will be allocated equitably, and rotated amongst available Employees.

25.2 Payment for Overtime

- (a) Unless prescribed in the Specific Provisions, or any other subclause contained in this Award (including 24.5(b), time off in lieu) applies, any hours worked in addition to or outside the ordinary hours of work shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter subject to the provisions contained in subclause 25.2. For this purpose, each period of overtime shall stand alone.
- (b) For Salaried Employees (including COIs), other than Shift Workers:
 - (i) who are called out for emergency duty other than on a Saturday, Sunday or public holiday shall be paid a minimum payment of three hours work at overtime rates;
 - (ii) overtime rates shall not be paid for periods of less than one quarter of an hour.
- (c) For Salaried Employees and Professional Engineers working under flexible working hours:
 - (i) payment of overtime will be made only where the Employee works approved overtime;

- (ii) any hours approved to be worked outside the Employee's ordinary hours of duty, if working a standard hours arrangement, or outside the bandwidth, if working under a flexitime arrangement, shall be overtime and managed in accordance with overtime provisions of the Award;
 - (iii) the Employer may request an Employee who works under a flexitime arrangement to work overtime where they want an Employee to work more than 8 ordinary hours within the bandwidth (excluding breaks) in any one day. Where an Employee agrees to the request, such hours shall be paid as overtime;
 - (iv) the Employer may request an Employee who works under a flexitime arrangement to work overtime where they want an Employee to work between 7.00am and 7.30am or 6.00pm and 7.00pm. An Employee can choose to accept or decline such a request. If an Employee accepts the request the time worked will be counted and paid as overtime.
 - (v) where overtime is worked prior to the bandwidth and is continuous with ordinary hours, such overtime shall continue to 7.30am, after which time flex hours shall accrue; and
 - (vi) where overtime is worked after the bandwidth and is continuous with ordinary hours, such overtime shall commence at 6pm, at which time flex hours shall cease to accrue.
- (d) Works Supervisors and Surveillance Officers who work their normal accrued day off shall be entitled to claim overtime at Saturday rates for the hours worked. Additionally, they shall be entitled to an alternative day off in the next four week cycle. Provided that agreement is reached between employees concerned and the employer, up to four ADOs may be accumulated.
- (e) For Salaried Employees (including COIs and Employees on Field Work), the following Employees shall not, without the special approval of the Employer, be paid for any overtime worked by them:
- (i) Employees who are paid a special allowance in lieu of overtime;
 - (ii) Administration and Clerical Employees whose salary, and allowance in the nature of salary, exceed that of the top step of USS Grade 9;
 - (iii) Employees engaged on field work who are directed to work 38 hours per week shall be paid a loading at the rate of 8.5% of salary; provided that overtime shall be paid for time so worked in excess of 8 hours on any one day or 40 hours in any one week or outside the spread of hours worked by Employees on field work.
- (f) For Professional Engineers, there is no entitlement to be paid overtime if:
- (i) the Employee is paid an allowance in lieu of overtime;
 - (ii) prior approval has not been given by the Employer to approve overtime; or
 - (iii) the period of overtime worked is less than 15 minutes.

Employees at Professional Engineer Level 3 and above must have approval to work overtime from the Employer. Any overtime approved will normally be calculated at the top step of Professional Engineer, Level 2 unless the Employer authorises payment calculated on the Employee's substantive rate.

- (g) All overtime required to be worked shall be approved in advance by the Employer. Overtime payments are calculated exclusive of any shift loadings and are based on the Employee's ordinary rate of pay.

25.3 Reasonable Overtime

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

25.4 Overtime Meal Break and Allowance

- (a) Unless prescribed otherwise in subclause 25.4 or any other Specific Provisions, Employees who work more than one and a half hours overtime after their ordinary hours are entitled to a unpaid meal break and a meal allowance as set out in Item 2 of Schedule B.
- (b) Salaried Employees who work overtime that extends beyond 2.00pm on Saturday/Sunday or a public holiday shall be provided with an unpaid meal break of at least 30 minutes and a meal allowance as set out in Item 2 of Schedule B.
- (c) For Salaried Employees, unless the Employee has been notified at least 24 hours in advance of the requirement to work on a day or shift on which they had been rostered off, they shall be paid a meal allowance as prescribed in Item 2 of Schedule B.
- (d) Salaried Employees and Professional Engineers engaged in shift work, who work more than one and a half hours overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay. In such case, Employees are also entitled to a meal allowance as set out in Item 2 of Schedule B.
- (e) Professional Engineers who work more than 2 hours overtime after their ordinary hours finishing time are entitled to a meal break and a meal allowance as set out at Item 2 of Schedule B.
- (f) Professional Engineers who resume work after their overtime meal break who then work a further five hours overtime, are entitled to an additional meal break and a meal allowance.
- (g) Employees who work overtime and are provided with a meal are not entitled to payment of a meal allowance.
- (h) Employees are provided a meal allowance on the condition that:
 - (i) money was spent in obtaining the meal,
 - (ii) at least a 30 minute meal break was taken either before or during working the overtime,
 - (iii) work was resumed after the meal break, unless there is an acceptable reason for taking the meal at the end of the overtime period,
 - (iv) the time taken for the meal break is not regarded as time worked.
- (i) During paid meal breaks Employees must remain available to carry out duties if required.

25.5 Working overtime on a Saturday, Sunday or Public Holiday

- (a) For Salaried Employees (including COIs) and Professional Engineers, and unless Specific Provisions or any other subclause in this Award applies:
 - (i) subject to subclause 25.5(a)(ii) and (iii), any overtime hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter;
 - (ii) for Salaried Employees on Field work who work shift work hours, an ordinary night shift that commences before and extends beyond midnight Friday shall be regarded as a Friday shift;
 - (iii) for Professional Engineers on temporary night shift, Friday shifts which start before and finish after midnight on Friday shall be paid at ordinary shift rates, and Sunday shifts which start before midnight Sunday are paid at ordinary rates after midnight on Sunday;
 - (iv) any overtime hours worked on a Sunday shall be paid at the rate of double time;
 - (v) any overtime hours worked on a public holiday shall be paid at the rate of double time and a half;
 - (vi) Employees who work overtime on a Saturday, Sunday, or public holiday shall be paid a minimum payment of three hours work at the appropriate overtime rate where the overtime is not at the end or beginning of the ordinary hours worked on a Saturday, Sunday or public holiday.
- (b) Salaried Employees and Professional Engineers who work overtime on a Saturday, Sunday or Public Holiday may, within two working days following so working, elect to take leave in lieu of payment for all or part of the Employee's entitlement in respect of the hours so worked (ie time for time), provided that:
 - (i) leave in lieu of payment shall be taken at the convenience of the Employer;
 - (ii) such leave in lieu shall be taken in multiples of a quarter-day only (or minimum period of one hour for Professional Engineers);
 - (iii) the maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one day;
 - (iv) leave in lieu shall be taken within one month of the date of election, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an Employee may elect to have such leave in lieu added to annual leave credits;
 - (v) an Employee shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

25.6 Minimum Rest Period

- (a) For Salaried Employees (including COIs), and unless specific provisions apply, Employees shall not be required to be on duty for more than 16 consecutive hours. After being on duty for 16 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where the Employee is directed to resume without having a rest break of eight consecutive hours payment shall be at the rate of double ordinary time until the Employee is released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.

26. Flexible Working Practices

- 26.1 The Employer recognises the importance of ensuring Employees maintain a work/life balance. Workplace flexibility underpins Employees performance and productivity and is a key contributor to the

achievement of the Employers' corporate objectives. It also contributes to the attraction and retention of people with valuable skills and assists the participation of diverse groups in the workforce.

- 26.2 The Employer supports a number of workplace flexibility initiatives and will grant an Employee's request for flexible working options subject to the arrangements maintaining business efficiency and productivity. Where it is not possible to accommodate such a request:
- (a) the Employer is to provide the Employee within a reasonable time:
 - (i) the reason(s) the request cannot be granted;
 - (ii) any alternative arrangements the Employer can provide the Employee; and
 - (iii) any other relevant information that will assist the Employee to understand the reasons the request has been rejected.
 - (b) Should no alternative arrangements be provided, the Employee may apply to the Director People for a review of the request who will consider the matter and provide a recommendation to the Employee.
 - (c) Should no agreement be reached following the steps outlined above, the Employee may choose to have the matter progressed under clause 5 Dispute Settlement Procedure.
- 26.3 In addition to leave and flex-time/time in lieu (TIL) initiatives, examples of workplace flexibility initiatives that can be considered include:
- (a) Teleworking (including working from home or a specified Telecentre)
 - (b) Changing from full-time to part-time employment on a temporary or permanent basis
 - (c) Job-sharing
 - (d) Phased retirement arrangements in accordance with published procedures
 - (e) Other negotiated flexible working requests
- 26.4 Consideration and approval of flexible working initiatives is in accordance with the RMS Group Workplace Flexibility Policy and other relevant Policies, Procedures or Guidelines.

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

27. Annual Leave

- 27.1 Application of this Clause
- (a) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to Operations Managers and Operations Coordinators in the Regional Traffic Operations Centre (in which case the provisions of clause 48 shall apply).
 - (b) Should any Specific Provisions in relation to annual leave be inconsistent with the General Provisions outlined in this clause, then the Specific Provisions shall prevail to the extent of any inconsistency.
 - (c) Subject to this clause, annual leave is in accordance with the Annual Holidays Act, as in force from time to time.
- 27.2 Where operational requirements permit, the wishes of the Employee will be taken into account on the time annual leave is taken.

27.3 Employees accrue annual leave at the rate of one and two-thirds days per month from the date of appointment. Employees entitled to an extra week's annual leave, accrue the additional annual leave at the appropriate rate.

27.4 An Employee is entitled to be paid in advance for periods of approved annual leave.

27.5 Additional Conditions applicable to Salaried Employees

- (a) The following Salaried Employees are entitled to accrue five additional days of annual leave per annum accruing monthly if:
 - (i) they are in receipt of a Remote Area Allowance prescribed in subclause 21.6;
 - (ii) they are stationed at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri; or
 - (iii) they are employed on a six or seven-day week three shift roster.
- (b) Salaried Employees entitled to accrue five days additional annual leave per annum in accordance with subclause 27.5(a) can cash out the monetary value of the additional five days leave once in any twelve month period.
- (c) Annual leave will not accrue during any period that a Salaried Employee is absent without pay if the period of absence exceeds 28 consecutive days.
- (d) Salaried Employees must take at least two consecutive weeks of annual leave every 12 months, unless otherwise approved in special circumstances.
- (e) The Employer may notify Salaried Employees when accrued annual leave reaches six weeks. Salaried Employees may be directed to take at least two weeks annual leave within three months of the notification at a time convenient to the Employer.
- (f) The Employer may notify Salaried Employees when accrued annual leave reaches eight weeks. Salaried Employees will be directed to take at least two weeks annual leave within six weeks of the notification at a time convenient to the Employer.

27.6 Additional Conditions applicable to Professional Engineers

- (a) Professional Engineers are entitled to accrue five additional days of annual leave per annum accruing monthly if:
 - (i) they are in receipt of a Remote Area Allowance in accordance with subclause 21.6; or
 - (ii) their headquarters is at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri; or
 - (iii) they are employed as a six or seven-day continuous shift worker.
- (b) Professional Engineers entitled to accrue five days additional annual leave per annum in accordance with subclause 27.6(a) can cash out the monetary value of the additional five days leave once in any twelve month period.
- (c) Professional Engineers do not accrue annual leave during periods of leave without pay which exceed more than 20 consecutive working days.

27.7 Conditions applicable to Maritime Employees

- (a) The following Maritime Employees are entitled to accrue five additional days of annual leave per annum accruing monthly:

- (i) Boating Safety Officers, Senior Boating Safety Officers and Boating Education Officers working weekends and public holidays;
 - (ii) Maritime Environmental Services Team Leaders and Maritime Environmental Service Officers; and
 - (iii) Maritime Employees stationed indefinitely in a remote area of the State being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913*.
- (b) Maritime Employees are subject to the specific provisions regarding the taking of annual leave contained in section 8 of Part B.
 - (c) The maximum annual leave balance of a Maritime Employee will be no more than 30 days (or pro rata equivalent for part-timers) by the end of the NSW school holidays in July each year. Where an Employee does not voluntarily schedule leave to meet the required target the Maritime Employee will be directed to take leave.
 - (d) An Employee may elect, with the consent of the Employer, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or time agreed by the parties in order to meet their personal carer's responsibilities.
 - (e) A Maritime Employee may elect, with the Employer's Agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their personal carer's responsibilities.

27.8 Payment of Leave Upon Cessation of Employment

- (a) When Employees cease employment with the Employer, they will be paid the value of their annual leave as a lump sum.
- (b) The monetary value of their leave is calculated based on the number of working days accumulated and includes any public holiday that would have occurred if that time had been worked.
- (c) Salaried Employees and Professional Engineers may elect, prior to their last day of employment, to take either the whole or part of their annual leave due on their last day as annual leave, instead of receiving a lump sum payment in lieu of the leave.
- (d) If subclause 27.8(c) applies then:
 - (i) annual leave continues to accrue during the period taken as annual leave and this accrual is paid on the final date of service,
 - (ii) the ordinary rate of pay will be increased by any increment which the Employee becomes eligible for during the period of annual leave, and
 - (iii) the final date of service is recognised as the final day of the annual leave taken.

27.9 Sick Leave While on Annual Leave

- (a) Employees who are sick during annual leave and wish to claim sick leave must provide a satisfactory medical certificate for that period.
- (b) If approved, the annual leave accrual is re-credited with that equivalent period of sick leave.
- (c) Employees are not entitled to claim sick leave when on annual leave if the annual leave has been taken in conjunction with a resignation or the termination of services, unless the Employee is retiring.

27.10 Annual Leave Loading for Salaried Employees

- (a) Salaried Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated up to a maximum salary of USS Grade 11.
- (b) The annual leave loading shall be paid to Salaried Employees subject to the following conditions:
 - (i) The full entitlement to the loading on annual leave that a Salaried Employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year a Salaried Employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
 - (ii) In the event of no such absence occurring by 30 November of the following year, a Salaried Employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.
 - (iii) Shift Workers - Unless determined otherwise, shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 percent annual leave loading as herein prescribed, whichever is the more favourable. Payment of shift premiums and penalty rates shall not be made for public holidays which fall on a seven-day shift worker's rostered day off. In the case of seven-day continuous shift workers, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
 - (iv) On cessation of employment, other than termination of the Salaried Employee for misconduct, a Salaried Employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

25. Sick Leave

28.1 Application of this Clause

- (a) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to Operations Managers and Operations Coordinators in the Regional Traffic Operations Centre (in which case the provisions of clause 48 shall apply).
- (b) Should any Specific Provisions in relation to sick leave be inconsistent with the General Provisions outlined in this clause, then the Specific Provisions shall prevail to the extent of any inconsistency.
- (c) An Employee is entitled to take paid accrued sick leave in accordance with this clause, for periods where the Employee is unable to perform their duties because of an illness or injury. Paid sick leave will not be granted during periods of Leave Without Pay.

28.2 Entitlement and Accrual for Employees

- (a) Sick leave on full pay accrues day by day to Salaried Employees at the rate of 15 days for each year of service and is cumulative.
- (b) At the commencement of employment with the Employer Employees will be granted an accrual of 5 days sick leave.

- (c) After the first four months of employment Employees shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (d) After the first year of service Employees shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (e) Additional Special Sick leave may be granted in the following circumstances:
 - (i) the person has 10 or more years of continuous service;
 - (ii) the person has been or will be absent for more than three months; and
 - (iii) the person has exhausted or will exhaust available paid sick leave.

The additional period of sick leave may be granted on the basis of one month for each completed 10 years of service plus 10 calendar days, less all Additional Special Sick Leave taken during service.

- (f) Extended Special Sick Leave may be granted at the discretion of the Chief Executive in the following circumstances:
 - (i) Where an Employee has exhausted the grant of all forms of sick leave that are available to the Employee, application may be made to the Chief Executive for Extended Special Sick Leave.
 - (ii) Extended Special Sick Leave is designed for long term illness or injury and may only be sought after other forms of sick leave have been exhausted.
 - (iii) The Employer will require medical evidence to support such applications.
- (g) Employees who are ex-services personnel and have an a war caused disability (being an illness or injury resulting from armed service in a recognised war zone) accepted by the Department of Veterans' Affairs will be granted additional sick leave entitlement of 15 days per calendar year non-cumulative.

28.3 Entitlement and Accrual for Professional Engineers

- (a) At the commencement of employment with the Employer, a full time Professional Engineer is granted an accrual of 5 days sick leave.
- (b) After the first four months of employment, the Professional Engineer shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (c) After the first year of service, the Professional Engineer shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (d) Sick leave is cumulative.
- (e) An additional period of sick leave may be granted in the following circumstances:
 - (i) the person has 10 or more years of continuous service;
 - (ii) the person has been or will be absent for more than three months; and
 - (iii) the person has exhausted or will exhaust available paid sick leave.

The additional period of sick leave may be granted on the basis of one month for each completed 10 years of service plus 10 calendar days, less all Additional Special Sick Leave taken during service.

- (f) Employees who are ex-services personnel and have a war caused disability (being an illness or injury resulting from armed service in a recognised war zone) accepted by the Department of Veterans' Affairs will be granted additional sick leave entitlement of 15 days per calendar year non-cumulative.
- (g) Sick leave without pay shall count as service for the accrual of annual leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

28.4 Notification and Evidence requirements

- (a) An Employee must inform the Employer as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the Employee's starting time as possible.
- (b) The granting of paid or unpaid sick leave is subject to the Employee:
 - (i) providing notice of the absence as per subclause 28.4(a); and
 - (ii) appropriate evidence requirements in subclause 28.4(c)-(f).
- (c) For Salaried Employees and Professional Engineers (other than Maritime Employees), an Employee absent on account of sickness for more than two consecutive days, or a total of five days in any one year, or when otherwise requested by the Employer, must provide medical certificates or other evidence showing the nature of the illness and its probable duration.
- (d) In the case of extended absence, an Employee may be required to furnish fresh medical certificates each week or submit to an examination by a medical practitioner nominated by the Employer.
- (e) Maritime Employees absent on account of sickness must provide a valid medical certificate for any period exceeding 5 days in any one year or when otherwise requested by the Employer.
- (f) Backdated medical certificates will not be accepted. If an Employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Employer is satisfied that the reason for the absence is genuine.
- (g) If the Employer is concerned about the diagnosis described in the evidence of illness produced by the Employee, after discussion with the Employee, the Employee's application for leave and the evidence provided can be referred to an approved medical practitioner for advice. The type of leave granted to the Employee will be based on such advice. If sick leave is not granted, the Employer will consider the wishes of the Employee when determining the type of leave to be granted.
- (h) Employees on an Absence Management Program may not be offered or directed to work overtime.

26. Carer's Leave

29.1 Carer's Leave may be available to assist Employees in relation to categories of persons who need the Employee's care and support to provide such care when a specified person is ill.

29.2 Entitlement for Salaried Employees and Professional Engineers

In this subclause 'Employee' means Salaried Employees and Professional Engineers.

- (a) Employees will be able to elect to use available paid sick leave that has been accumulated over the previous three years, subject to the conditions specified in this subclause, to provide short

- term care and support when a person identified in subclause 29.2(d) is ill and requires the Employee's care and support.
- (b) In special circumstances, Employees may be granted additional sick leave from their sick leave entitlement accumulated during their employment.
 - (c) Employees will be entitled to Carer's Leave when:
 - (i) their entitlements to FACSL is exhausted; and
 - (ii) they are responsible for the care and support of a category of person set in subclause 29.2(d).
 - (d) Employees will be entitled to Carer's Leave for the care and support of an ill:
 - (i) Family Member;
 - (ii) relative who is a member of the same household where, for the purposes of this definition:
 - (A) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (B) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (C) 'household' means a family group living in the same domestic dwelling.
 - (e) The Employee shall, if required:
 - (i) establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person; or
 - (ii) establish by production of acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
 - (f) In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

29.3 Entitlement for Maritime Employees

- (a) Paid leave of up to 5 days per calendar year may be granted to Maritime Employees to provide short term care or support when a person identified in subclause 29.2(d) (Carer's Leave Entitlement for Salaried Employees and Professional Engineers) is ill and requires the Employee's care and support.
- (b) Paid Leave may also be provided for Maritime Employees in the case of the death of a person identified in subclause 29.2(d) (Carer's Leave Entitlement for Salaried Employees and Professional Engineers). In the case of bereavement, if carer's leave has been exhausted, then Special Leave can be requested. Casual Employees, although not entitled to payment for Carer's Leave or Bereavement Leave, shall be entitled to not be available to attend work or to leave work upon the death of a family member in Australia, and subject to satisfactory evidence.
- (c) For Casual Employees engaged in Maritime, who seek to not be available to attend work upon the death of a family member, the period of which the Employee will be entitled to not be available to attend work shall be agreed to between the parties, or in the absence of agreement the Employee is entitled to not be available to attend work for up to 48 hours per occasion. The Employer must not fail to re-engage a casual Employee because they accessed such leave, and the rights of the Employer to engage or not engage a Casual Employee are not affected. The

Casual Employee should, as soon as reasonably practicable, inform the Employer or their inability to attend for duty.

- (d) If carer's leave has been exhausted, then untaken sick leave of up to 5 days a year may be accessed for the current year and the three previous years.
- (e) A Maritime Employee may elect, with the consent of the Employer, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or time agreed by the parties in order to meet their carer's responsibilities.
- (f) A Maritime Employee may elect with the Employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their carer's responsibilities.
- (g) The Employee shall, if required, establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person.

29.4 Entitlement for casual Employees

- (a) Casual Employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 29.2(d) who is sick and requires care due to an unexpected emergency, or the birth of a child.
- (b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.
- (c) If required by the Employer, the Employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (d) The Employer will not fail to re-engage Casual Employees because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the Employer to otherwise engage or not engage Casual Employees are not affected.

30. Family and Community Service Leave

30.1 Employees may be granted FACSL for reasons related to unplanned and emergency family responsibilities or other specified emergencies and may include, but are not limited to, the following:

- (a) for reasons related to responsibilities for a Family Member;
- (b) for reasons related to the death of a Family Member or relative;
- (c) for reasons related to performance of community service;
- (d) in case of pressing necessity, natural disaster or major transport disruption, or
- (e) for the purpose of adoption interviews or examinations.

30.2 The maximum amount of FACSL that an Employee will accrue at ordinary rates is:

- (a) two and a half days in the first 12 months of service;
- (b) two and a half days in the second year of service; and
- (c) one day for each completed year of service, less the total amount of any FACSL already taken by the Employee.

- 30.3 Part-time Employees are entitled to FACSL on a pro-rata basis, based on the number of hours worked.
- 30.4 If available FACSL is exhausted, on the death of a Family Member or relative, additional paid FACSL of up to 2 days may be granted on a discrete, per occasion basis to a Professional Engineer (or up to 3 days if the Employee is a Salaried Employee).
- 30.5 If available FACSL is exhausted as a result of natural disasters, the Employer shall consider applications for additional FACSL if some other emergency arises.
- 30.6 The Employer may also grant Employees other forms of leave such as accrued annual leave, time off in lieu and flex leave for family or community service responsibilities.
- 30.7 Employees who have had immediate previous employment in the NSW Public sector may transfer their FACSL from their previous Employer.
- 30.8 Bereavement Leave for Casuals
- (a) Casual Employees are entitled to be unavailable to work, or may leave work, if a Family Member or relative as defined in subclause 29.2(d) (Carer's leave) dies.
 - (b) Casual Employees can be unavailable to work for up to 48 hours (two days work). However, the Employee and the Employer can also make an agreement on a timeframe for the absence that is either longer or shorter than 48 hours (or two days), as required. This agreement must be made before the Employee is absent from work or makes them self-unavailable to work.
 - (c) Casual Employees will not be paid when they are unavailable to work or leave work in accordance with this clause.
 - (d) The Employer may require casual Employees to produce evidence, such as a death certificate or statutory declaration, providing details of the circumstances of the death.
 - (e) The Employer will not fail to re-engage casual Employees because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the Employer to otherwise engage or not engage casual Employees are not affected.

31. Maternity, Adoption, Altruistic Surrogacy and Parental Leave

31.1 General Provisions

- (a) Maternity, Adoption, Altruistic Surrogacy and Parental Leave is available to only one care giver at a time, except that both primary and secondary care givers may simultaneously access the leave in the following circumstances:
 - (i) for Maternity Leave and Other Parent Leave, an unbroken period of two weeks at the time of birth of the child;
 - (ii) for Adoption Leave and Altruistic Surrogacy, an unbroken period of up to three weeks at the time of the placement of the child.
- (b) An Employee who is a care giver can access available accrued annual or long service leave during any period of maternity, adoption, altruistic surrogacy or parental leave, provided that such leave taken does not extend the period of leave.

31.2 Maternity Leave

(a) General

- (i) Maternity leave is available to female Employees (including those employed as casuals who have worked on a regular and systemic basis with the Employer for at least 12 months) to enable them to take leave in connection with the pregnancy or birth of a child.
- (ii) An Employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

(b) Paid Maternity Leave

Employees who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service prior to the commencement of Parental Leave are entitled to paid maternity leave at their ordinary rate of pay for:

- (i) up to fourteen weeks, or
- (ii) the period of maternity leave taken,
whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

(c) Unpaid Maternity Leave

- (i) Pregnant Employees are entitled to maternity leave:
 - (A) on a full-time basis for a period of not more than nine weeks prior to the expected date of giving birth; and
 - (B) for a further period ending not more than 12 months after the date of giving birth.
- (d) Where the pregnancy ends not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiate their date of return to work with the Employer.
- (e) Where an Employee has a pregnancy related illness, the Employee is entitled to take paid sick leave or accrued annual leave or extended leave or unpaid special maternity leave.

31.3 Adoption Leave and Altruistic Surrogacy

(a) General

- (i) Employees are entitled to adoption leave or altruistic surrogacy when they are to be the primary care giver of either an adopted child or a child subject to a parentage order made under the *Surrogacy Act 2010*.
- (ii) Adoption leave commences on the date that the Employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.
- (iii) Altruistic Surrogacy Leave commences on the date that the Employee assumes the role of primary caregiver of the child.

(b) Paid Adoption and Altruistic Surrogacy Leave

Employees who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service prior to the commencement of adoption or altruistic surrogacy leave are entitled to paid leave at their ordinary rate of pay for:

- (i) fourteen weeks, or
- (ii) the period of adoption or altruistic surrogacy leave taken,
whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

(c) Unpaid Adoption and Altruistic Surrogacy Leave

- (i) Employees are entitled to adoption or altruistic surrogacy leave for a maximum period of 12 months.
- (ii) If approved, unpaid adoption or altruistic surrogacy leave may be taken as:
 - (A) part-time for a period not exceeding two years; or
 - (B) partly full-time and partly part-time over a proportionate period of up to two years.

(d) Special Adoption Leave

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

(e) Specific evidentiary requirements applicable to taking altruistic surrogacy leave:

- (i) Employees are to notify the Employer at least four months before the expected birth and provide a copy of the pre-conception surrogacy agreement, as provided for under the *Surrogacy Act 2010* (redacted as necessary to protect the privacy of non-employees);
- (ii) At the time the employee assumes the role of primary carer the employee is to provide a statutory declaration advising that they are now the primary or secondary caregiver of the child and intend to make application for a parentage order as required under the *Surrogacy Act 2010*;
- (iii) A copy of the parentage order application (redacted as necessary) is provided as soon as practicable after it is lodged; and
- (iv) A copy of the parentage order (redacted as necessary) is provided as soon as practicable after it is granted.

31.4 Parental Leave

(a) General

- (i) Parental leave will be granted for a period of up to 12 months to Employees who are not entitled to maternity, adoption or altruistic surrogacy leave to enable parents to share in the responsibility of caring for their young children.

- (ii) Parental leave may commence at any time up to two years after the date of birth of a child or the date of placement of an adopted child; or the date that the employee assumes the role of primary caregiver of the child born to the Altruistic Surrogate.
- (iii) Parental leave is granted without pay except as provided in subclause 31.4(d).
- (b) Short other parental leave - an unbroken period of up 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or altruistic surrogacy, from the date of taking custody of the child.
- (c) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the Employee as provided for in subclause 31.8(b). Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (d) Paid Parental Leave
 - (i) Employees who have completed at least 40 weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
 - (A) One week on full pay, or
 - (B) Two weeks on half pay.
 - (ii) The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

31.5 Annual and extended leave during maternity, adoption, altruistic surrogacy or parental leave

An Employee may elect to take available annual leave or extended leave within the period of maternity, adoption, altruistic surrogacy or parental leave provided this does not extend the total period of such leave.

31.6 Subsequent maternity, adoption or altruistic surrogacy leave - pay rate

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

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

31.7 Alternative Duties

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

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

31.8 Communication during Maternity, Adoption, Altruistic Surrogacy and Parental Leave

- (a) Where Employees are on maternity, adoption, altruistic surrogacy or parental leave and the Employer makes a definite decision to introduce significant change at the workplace, the Employer will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing maternity, adoption, altruistic surrogacy or parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing maternity, adoption, altruistic surrogacy or parental leave.
- (b) Employees must take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of maternity, adoption, altruistic surrogacy or parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) Employees must notify the Employer of changes of address or other contact details which might affect the Employers' capacity to comply with subclause 31.8(a) above.

31.9 Right to Request

- (a) An Employee who has taken leave in accordance with subclauses 31.2, 31.3 or 31.4 may make a request to the Employer to:
 - (i) take leave part-time over a period not exceeding two years, or partly full-time and partly part-time over a proportionate period of up to two years;
 - (ii) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months (on a full time basis);
 - (iii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);
 - (iv) have part-time hours structured in a way to enable carer responsibilities to be fulfilled.

to assist the Employee in reconciling work and parental responsibilities.
- (b) The Employer shall consider a request under subclause 31.9(a)(ii) and (iii) above having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement Employees, loss of efficiency and the impact on customer service.

31.10 Return to Work

- (a) An Employee has the right to her/his former position if she/he has taken leave in accordance with subclauses 31.2, 31.3, 31.4 or 31.9(a) and she/he resumes duty immediately after the approved leave or work on a part time basis,
- (b) If the position occupied by the Employee immediately prior to the taking of leave in accordance with subclauses 31.2, 31.3, 31.4 or 31.9(a) has ceased to exist, but there are other positions

available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position for which they are qualified subject to availability.

31.11 The Employer shall not fail to re-engage a regular casual Employee (see section 53(2) of the *Industrial Relations Act 1996*) because:

- (a) the Employee or the spouse is pregnant, or
- (b) the Employee is or has been immediately absent on maternity leave, adoption leave or altruistic surrogacy.

Provided the rights of the Employer in relation to engagement or re-engagement of casual Employees are not affected, other than in accordance with this clause.

32. Lactation Breaks

32.1 A lactation break is provided to lactating mothers for the purposes of breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided in this Award.

32.2 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.

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

32.4 A flexible approach to the timing and general management of lactation breaks must be taken by the Employee and the Employer provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, the Employer needs to balance the operational requirements of the organisation with the lactating needs of the Employee.

32.5 The Employer will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, will be provided where practicable.

32.6 Where it is not practicable to provide the appropriate space or facilities, discussions between the Employer and the Employee will take place to attempt to identify reasonable alternative arrangements for the Employee's lactating needs.

32.7 The Employer and Employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:

- (a) whether the Employee is required to work at a site that is not operated or controlled by the Employer;
- (b) whether the Employee is regularly required to travel in the course of performing their duties;
- (c) whether the Employee performs field-based work where access to the facilities in subclause 32.5 are not available or cannot reasonably be made available; and
- (d) the effect that the arrangements will have on the Employee's lactating needs.

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

- (a) shall be granted during paid time;

- (b) is limited to a reasonable period of time (i.e. if the Employee requires extended periods of consultation, the Employee may utilise the provisions of subclause 31.9), and
- (c) must be at a time that is mutually convenient to both the Employee and the Employer.

32.9 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breast feeding and the transition to the workplace may utilise sick leave in accordance with clause 28 (Sick Leave) of this Award, or TIL, or access the flexible working hours scheme provided in clause 23 (Hours of Work) of this Award, where applicable.

33. Extended Leave

33.1 General

- (a) Subject to this clause, extended leave for Employees will accrue and be granted in accordance with section 68Q(2) of the *Transport Administration Act* 1988, together with Schedule 1 of the Government Sector Employment Regulation 2014 as in force from time to time.
- (b) Extended leave must be applied for and approved in advance. Extended leave is granted subject to operational and other business requirements. Subject to the Employer's approval, extended leave may be taken at a time convenient to the Employer for a minimum period of one hour at full pay, half pay or double pay.

33.2 Extended Leave Entitlements

- (a) An Employee who has completed 10 years of continuous service with the Employer is entitled to extended leave of:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (b) For each additional calendar year of service completed in excess of 10 years, Employees accrue 11 working days extended leave.
- (c) Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 1 of the Government Sector Employment Regulation 2014, are entitled to access the extended leave accrual indicated in subclause (a) above on a pro rata basis of 4.4 working days per completed year of service.
- (d) Employees who are employed part-time, or as a casual with a regular and consistent pattern of employment with the Employer, are entitled to extended leave on the same basis as that applying to a full-time Employee but payment for the leave is calculated as set out in subclause 33.3(b).
- (e) All previous full-time and part-time service with the RMS Group, the former RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Agency, and Maritime Authority of NSW and its predecessor organisations, in accordance with the Government Sector Employment Act 2013 (NSW) is to be taken into account as service when determining the appropriate rate of accrual of extended leave for Employees employed on a full-time or part-time basis with the Employer.
- (f) Permanent service with other NSW government bodies will also be recognised by the Employer in accordance with the *Government Sector Employment Act* 2013 (NSW). Extended Leave may also be transferred from Commonwealth and interstate government agencies in accordance with Schedule 2 of the Government Sector Employment Regulation 2014.

- (g) Nothing in subclauses (e) or (f) of this subclause entitles an Employee to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.

33.3 Payment of Extended Leave

- (a) If an Employee's ordinary hours of work are constant, payment is made at the current rate of pay.
- (b) Where an Employee is part-time or casual and the Employee's ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - (i) the past 12 months, or
 - (ii) the past 5 years,whichever is the greater.
- (c) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (d) Payments will be increased to reflect any increment action an Employee becomes eligible for while absent on extended leave.
- (e) An Employee who takes extended leave may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

33.4 Sick leave while on Extended Leave

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

33.5 Public Holidays while on Extended Leave

- (a) The days set out in clause 41 (Public Holidays), of this Award that fall while an Employee is absent on extended leave are not recognised as extended leave and are not deducted from the Employee's extended leave balance.
- (b) Payment due for the days set out in clause 41 (Public Holidays) is calculated on the Employee's ordinary hours of work and paid at single time, even if the Employee has chosen to take extended leave at half-pay or double pay.

33.6 Effect of Approved LWOP on Extended Leave Entitlements

- (a) For Employees who have completed 10 years continuous service (inclusive of service recognised in accordance with subclauses 33.2(e) and (f)), any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.
- (b) Where a Salaried Employee or a Professional Engineer has completed 10 years continuous service (inclusive of service recognised in accordance with subclauses 33.2(e) and (f)), approved LWOP for the reasons listed below counts as service for extended leave accrual:
 - (i) military service (e.g. Army, Navy or Air Force);
 - (ii) major interruptions to public transport; and
 - (iii) periods on leave accepted as workers compensation leave.

33.7 Payment of Extended Leave on Termination

- (a) An Employee, who is entitled to extended leave on termination of service, including retirement, is paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) If an Employee is employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) If an Employee is employed on a part-time or casual basis, payment is calculated as per subclause 33.3(b).
- (d) Employees who have at least five years' service but less than seven years' service (inclusive of service recognised in accordance with subclause 33.2(e) and (f)) are paid a pro-rata of the extended leave entitlement if employment is terminated:
 - (i) by the Employer for any reason other than serious and intentional misconduct;
 - (ii) by the Employee in writing on account of illness, incapacity or domestic or other pressing necessity; or
 - (iii) on retirement for Salaried Employees and Professional Engineers only.
- (e) In the event of subclause 33.7(d) applying, any period of leave without pay taken does not count as service.

34. Special Leave

34.1 Employees will be granted special leave where they make an application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

- (a) Jury Duty
 - (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
 - (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the

details of any payment or payments made to the Employee under the *Jury Act 1977* in respect of any such period.

- (iii) An Employee must on receipt of any payment or payments made to the Employee under the *Jury Act 1977* in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.
- (b) **Witness at Court - Official Capacity** - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at court as a witness in an official capacity shall be paid by the Employer.
- (c) **Witness at Court - Crown Witness**
 - (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.
 - (ii) An Employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.
- (d) **NAIDOC Week** - Aboriginal and Torres Strait Islander Employees shall be granted up to one day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides the Employer with reasonable notice.
- (e) **Special Leave - Citizenship** - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (f) **Domestic Violence** - When the leave entitlements referred to in clause 39 (Leave for Matters Arising from Domestic Violence) have been exhausted, the Employer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (g) **Blood Donation** - Special leave, including travelling time, is granted to Employees who do not require a relief, to donate blood. Employees are expected to attend the donation point nearest to their work location.
- (h) **Bone Marrow** - Employees who are listed in the Australian Bone Marrow Donor Registry and are called on to donate are granted up to 5 days Special Leave per occasion to donate bone marrow, subject to the production of a medical certificate from a registered medical practitioner.
- (i) **Electoral Returning Officer** - Employees appointed as Returning Officers by the State Electoral Office and who provide proof of such appointment, are eligible for:
 - (i) up to 4 weeks Special Leave before the polling day or date of writ, and up to 3 weeks after polling day if required by the Electoral Commissioner;
 - (ii) 1 day of Special Leave to attend a returning officer's election seminar;

- (iii) up to 3 days Special Leave to attend an election training course.
- (j) Sport - Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at National Titles, the Olympic, Paralympic or Commonwealth Games.
- (k) Retirement Seminar - Employees approaching retirement are entitled to 2 days Special Leave to attend retirement planning seminars conducted by the FSS Trustee Corporation or SAS Trustee Corporation.
- (l) Emergency Services
 - (i) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify the Employer of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
 - (ii) For any other emergency other than a declared emergency, Employees are entitled to a maximum of 5 days Special Leave per year. Proof of attendance at the emergency is required.
 - (iii) Where an Employee is required to attend a course approved by the Rural Fire Service, the Employee will be granted up to 10 days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
 - (iv) Where an Employee is required to attend a course required by the State Emergency Services (SES), the Employee will be granted Special Leave for the duration of the course, provided the SES advises the Employer that the Employee is required to attend.
 - (v) Employees are entitled to take an additional 1 day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.
 - (vi) Employees who are Police volunteers are eligible for Special Leave to attend up to 2 training programs per year - 3 days per program. Leave is inclusive of all travel time and attendance per program at Goulburn Police Academy.
- (m) Participation in graduation ceremonies, and attending professional or learned societies' conferences, etc.
- (n) Ex-Armed Services Personnel for attending RSL Conference and Congress or to attend the Hospital Medical Review Board, etc.
- (o) Duties associated with holding official office in Local Government.

35. Examination and Study Leave

- 35.1 Employees may be granted leave to undertake study and enable them to attend examinations. The terms and conditions on which study leave and examination leave may be granted are set out in the RMS Group Study and Exam Leave Procedure, as amended from time to time.

36. Military Leave

- 36.1 During the period of 12 months commencing on 1 July each year, the Employer shall grant an Employee who is a member of the Australian Defence Forces, military leave at the ordinary rate of pay to undertake compulsory training education, instruction or parades.

- 36.2 Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 36.1 of this clause.
- 36.3 Employees must provide evidence to the Employer from the commanding or responsible officer:
- (a) before the event, certifying that the Employee is a member of the defence force and outlining that their attendance at the event is necessary; and also
 - (b) after the event, certifying the dates on which the Employee attends the event.
- 36.4 Unused military leave does not accumulate.
- 36.5 Employees may apply for up to one day special leave to undertake medical examinations and tests for acceptance as a member of the Australian Defence Forces.
- 36.6 Employees may apply for special leave for the minimum time necessary to travel to and/or from annual camp provided that:
- (a) the travel is undertaken during a time when the Employee would normally be at work and
 - (b) the Employee receives no pay from the Australian Defence Forces for the period granted as special leave.

37. Purchased Leave

- 37.1 Salaried Employees and Professional Engineers may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks), 15 days (3 weeks) or 20 days (4 weeks) additional leave in a 12 month period. Maritime Employees may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 37.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- 37.3 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 37.4 The leave will count as service for all purposes.
- 37.5 The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay for the 12 month period of the Purchased Leave Agreement.
- 37.6 The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the Employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the Employee's ordinary weekly rate of pay, annualised at a pro rata rate over the 12 month period.
- 37.7 Purchased leave is subject to the following provisions:
- (a) The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
 - (b) All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, extended leave or leave in lieu, will be paid at the purchased leave rate of pay.
 - (c) Sick leave cannot be taken during a time when purchased leave is being taken.

- (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - (e) Overtime and salary related allowances not paid during periods of annual leave will be calculated using the Employee's hourly rate based on the ordinary rate of pay.
 - (f) A higher duties payment will not be paid when purchased leave is being taken.
- 37.8 Specific conditions governing purchased leave may be amended from time to time by the Chief Executive in consultation with the Union parties.

38. Observance of Essential Religious and Cultural Obligations

- 38.1 Provided adequate notice as to the need for the leave is given by the Employee to the Employer and it is operationally convenient to release the Employee from duty, an Employee of:
- (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- will be granted annual/extended leave, flex leave or LWOP to observe such obligations.

39. Leave for Matters Arising from Domestic Violence

- 39.1 Leave entitlements provided for in clauses 28, Sick Leave, 29, Carer's Leave and 30, Family and Community Service Leave, may be used by Employees experiencing Domestic Violence.
- 39.2 Where the leave entitlements referred to in subclause 39.1 above are exhausted, the Employer shall grant up to 5 days Special Leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- 39.3 The Employer will need to be satisfied, on reasonable grounds, that Domestic Violence has occurred and leave is required. The Employer may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 39.4 Personal information concerning Domestic Violence will be kept confidential by the Employer.
- 39.5 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

40. Leave Without Pay

- 40.1 This clause applies to Salaried Employees and Maritime Employees. Professional Engineers are covered by clause 63.
- 40.2 An Employee wishing to take a period of leave without pay shall make application to the Employer specifying the reasons for such leave and the period of leave proposed.
- 40.3 Each application for leave without pay shall be considered by the Employer on its merits, taking into account the wishes of the Employee and the requirements of the business unit. Leave without pay shall only be granted if business needs can be accommodated during the period of leave proposed.
- 40.4 The RMS Group's Leave Without Pay Procedure outlines the entitlement, arrangements and effect of such leave.

41. Public Holidays

41.1 Subject to subclause 41.2, Employees are entitled, without loss of pay, to the following standard public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Anzac Day;
- (h) Sovereign's Birthday;
- (i) Labour Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) an additional day between Boxing Day and New Year's Day (public service holiday),

and such other Local Public Holiday, public holiday/s or substitute day as ordered by the government from time to time up to a maximum of two gazetted local public holidays (or four half days) and provided the Employee works in the local area on the working day before and after a Local Public Holiday.

41.2 Employees are only entitled to be paid public holidays for the days on which they would ordinarily work, but for the holiday occurring.

41.3 Professional Engineers required to work on a Local Holiday or the Public Service Holiday are entitled to either time off in lieu as set out in subclause 25.5 or paid as per subclause 41.5 below.

41.4 Salaried Employees who have been granted leave without pay covering a total period of absence from duty of not more than two weeks, may be granted payment for public holidays occurring during such absence provided that such public holiday falls on days which would normally be working days.

41.5 Subject to subclause 41.6, Salaried Employees and Professional Engineers (including casual Employees) directed to work on a public holiday will be paid at the rate of double time and a half for the time worked.

41.6 Salaried Employees engaged on continuous work that is required to be carried out on a public holiday shall be paid for such work at the rate of double time.

PART B - SPECIFIC PROVISIONS**SECTION 6 - SPECIFIC PROVISIONS FOR SALARIED EMPLOYEES****42. Compliance Operations Inspectors (COIs) and Compliance Operations Managers**

42.1 The provisions of this subclause 42.1 to 42.6 apply only to Employees employed in the classification of COI.

42.2 The ordinary hours of duty are 35 hours per week over five days.

42.3 Shift Work

- (a) COIs are employed to perform Shift Work.
- (b) The ordinary hours for day, afternoon and night shifts shall not exceed those worked daily or weekly by other Employees working normal hours Monday to Friday inclusive.
- (c) Day shift means those shifts where the ordinary hours of work are worked between 6.00am and 6.00pm.
- (d) Afternoon shift means those shifts where the ordinary hours of work commence at or after noon and before 4.00pm.
- (e) Night shift means those shifts where the ordinary hours of work commence at or after 4.00pm and before 6.00am.
- (f) Payment for day shift shall be at the ordinary rate of pay.
- (g) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
- (h) Payment for night shift shall be at the ordinary rate of pay plus 15%.
- (i) Payment for all ordinary time worked on a Saturday shall be paid for at the rate of time and one half of the ordinary rate of pay.
- (j) Payment for all ordinary time worked on a Sunday shall be paid for at the rate of double time of the ordinary rate of pay.
- (k) Payment for all ordinary time worked on a Public Holiday shall be paid for at the rate of double time and one-half of the ordinary rate of pay.
- (l) Those COIs employed on continuous shift work shall be credited with an additional 5 days annual leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that the COI so works.

42.4 Shift Work Rosters

- (a) To provide flexibility in working arrangements, site specific shift work rosters may be agreed between the Employer and COIs who are to work the site specific shift work roster. Site specific shift work rosters will be formalised in writing prior to implementation.
- (b) Where notice is given of a change in shift with less than seven days' notice, any shift so worked shall be paid at the rate of the previously rostered shift if it is greater.

42.5 Meal Breaks

- (a) No COI shall be required to work more than five consecutive hours without a meal break.
- (b) COIs working day, afternoon and night shift are entitled to a lunch break of not less than 30 minutes in the COIs time. COIs taking an unpaid lunch break on an afternoon or night shift only are entitled to be paid the applicable shift loading for the lunch break (i.e. 12 ½ % or 15% of the ordinary rate of pay for the duration of the lunch break).
- (c) Where required by the Employer, and in lieu of a lunch break, the COI is to take a 20 minute crib break.

42.6 Banktime Arrangements

- (a) COIs shall work an additional 22 minutes per day on 19 days in each four week work cycle to allow for the accumulated time to be taken off during the next four week cycle.
- (b) Subject to subclause 42.6(a) directly above, one accrued day off may be taken in each four week work cycle.
- (c) The Accrued Day Off will be observed between Monday to Friday (inclusive), normally on the day shift, to suit the needs of the Employer. The day off will coincide with the COI's preference where possible.
- (d) Where a COI works on the Accrued Day Off, the COI may elect, where practicable, to have another day off in substitution thereof before the end of the succeeding work cycle. Provided that in such case the accrued entitlements are transferred to the substituted day off.
- (e) COIs absent from duty on any type of approved leave (sick, annual, leave without pay etc) other than a public holiday will be credited with seven hours in respect of each day absent from duty.
- (f) In order to qualify for the 'banktime' entitlement of one day for the work cycle, COIs may, subject to approval make up any time by taking annual leave or leave without pay (1/4 day minimum).

42.7 The provisions of this subclause 42.7 to 42.8 apply only to Employees employed in the classification of Compliance Operations Managers.

42.8 Shift Work

- (a) Compliance Operations Managers may be required to perform Shift Work.
- (b) Afternoon shift means those shifts where the ordinary hours of work commence at or after noon and before 4.00pm.
- (c) Night shift means those shifts where the ordinary hours of work commence at or after 4.00pm and before 6.00am.
- (d) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
- (e) Payment for night shift shall be at the ordinary rate of pay plus 15%.
- (f) Payment for all ordinary time worked on a Saturday shall be paid for at the rate of time and one half of the ordinary rate of pay.
- (g) Payment for all ordinary time worked on a Sunday shall be paid for at the rate of double time of the ordinary rate of pay.
- (h) Payment for all ordinary time worked on a Public Holiday shall be paid for at the rate of double time and one-half of the ordinary rate of pay.
- (i) Compliance Operations Managers taking an unpaid lunch break on an afternoon or night shift only are entitled to be paid the applicable shift loading for the lunch break (i.e. 12 ½ % or 15% of the ordinary rate of pay for the duration of the lunch break).

43. Hours of Work and Additional Conditions for Telephone Customer Service Centre Employees

43.1 Hours of Work

- (a) Spread of Hours

The ordinary hours of work shall be within the spread of hours as follows:

Monday to Friday	7.50am to 5.20pm
Saturday	8.20am to 4.20pm

No Employee shall be required to work more than five consecutive hours without a meal break. A meal break shall be for a minimum of 30 minutes duration.

43.2 Change of Hours within Spread of Hours

- (a) Any change to the trading hours of a Telephone Customer Service Centre within the spread of hours as set out in subclause 43.1, shall be subject to the following consultative process:
 - (i) the Employer shall notify the PSA in writing of any change to trading hours at least six weeks in advance of the date on which the change is proposed to take place;
 - (ii) the PSA shall be given two weeks in which to provide any written comments on the proposed change;
 - (iii) following consideration of any comments received, the Employer will notify the PSA in writing of the full details of its decision including the reasons for making such decision.

43.3 Standard Hours of Work

- (a) Full Time Employees
 - (i) The ordinary hours of work shall be 70 hours over a two week roster cycle.
 - (ii) Full Time Employees in a Telephone Customer Service Centre which trades on Saturdays, that are rostered to work one Saturday in two, shall work nine days during the two week roster cycle. Provided that Full Time Employees will, with the agreement of the Employer, be able to work ten days including Saturdays during the cycle.
 - (iii) Subject to subclause 43.4, Rosters, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee.
 - (iv) The minimum hours to be worked by Full Time Employees on a Saturday shall be four.
- (b) Part time Employees
 - (i) The minimum ordinary hours of work to be worked by Part Time Employees shall be 15 hours per week.
 - (ii) The minimum ordinary hours to be worked by Part Time Employees shall be three.
 - (iii) Part Time Employees shall not be required to work more than five consecutive days in any fortnight roster cycle.
 - (iv) Part Time Employees shall not be required to work more than one Saturday in two except by mutual agreement.
 - (v) Notwithstanding the days specified, Part Time Employees may be required by the Employer to work on Saturdays. In such case the specified days and/or hours on the specified days will be reduced accordingly to retain the specified hours as a minimum.
 - (vi) Subject to subclause 43.4, Rosters, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee. The Employee can require up to three months between the agreement to change the specified span of hours or days and the implementation of the change.

43.4 Rosters

- (a) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to Employees.
- (b) In the event of an emergency (for example, fire, flood, major transport disruption) the hours of work and/or the rostered starting and finishing times on any one day may be changed. Shortages and/or vacancies due to rostering are not an emergency for the purposes of this subclause.
- (c) Where less than seven days notice is given by the Employer of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- (d) Mutual exchanges of rostered days between Employees shall be subject to the Employer' prior agreement.
- (e) Where Employees are rostered in such a fashion that the days on which they are rostered to work fluctuate from week to week, an Employee rostered off work on a public holiday being a day on which the Employee usually works shall be paid by mutual agreement between the Employer and the Employee in one of the following methods:
 - (i) payment of an additional day's salary;
 - (ii) addition of one day to the Employee 's annual holidays;
 - (iii) an alternate day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.

Provided that for this subclause 43.4 "day" is the number of hours the Employee would have worked were the Employee rostered on that day.

- (f) The Employer can, on up to three Saturdays each calendar year, require Employees to attend a training session after trading hours and within the spread of hours as set out in subclauses 43.1, 43.2 and 43.3. The time spent on training will be adjusted as part of the Employee's ordinary hours. The Employee will be rostered off for one equivalent block of hours during that roster cycle or during either of the next two roster cycles.

43.5 Loadings for Certain Ordinary Hours

- (a) Payment for all ordinary hours of duty Monday to Friday shall be at the ordinary salary rate.
- (b) For full-time and part-time Employees payment for all ordinary hours of duty on Saturday shall be at the ordinary salary rate plus 50 per cent. For casual Employees the payment for all ordinary hours of duty on Saturday shall be 1.66 times the Monday to Friday ordinary hourly rate for the first year of the classification in which they are employed, except for Registry Services Officers 21 years of age and over who shall be paid the fourth year of that classification.
- (c) Where part-time Employees work in excess of the rostered hours for a day and within the spread of ordinary hours of duty as set out in subclause 43.1, Monday to Friday, payment for time worked in excess of the rostered hours shall be made at the ordinary hourly rate.
- (d) Where part-time Employees are required to work in excess of the rostered hours on a Saturday - but within the spread of ordinary hours of duty for Saturday, as set out in subclause 43.1 of this clause, a loading of 50% as prescribed in subclause 43.5(b) shall apply.

43.6 Overtime

- (a) Full-time Employees shall be paid overtime for all time worked:

- (i) outside the spread of ordinary hours of duty as set out in subclause 43.1.
 - (ii) before or after the daily ordinary hours of duty set out in the roster described in the provisions of Part C - Rosters of this clause and worked within the spread of hours of duty set out in subclause 43.1.
- (b) Part-time Employees and casual Employees shall be paid overtime for all time worked:
- (i) outside the spread of ordinary hours of duty as set out in subclause 43.1.
 - (ii) in excess of 35 hours per week.
- (c) Where Employees are rostered on six consecutive days, work within the spread of ordinary hours of duty on the sixth day shall be paid at the overtime rate, and does not include loading in accordance with subclause 43.5.

44. Hours of Work and Additional Conditions for Drives Help Desk Employees

44.1 Spread of Hours

The ordinary hours of duty shall be within the spread of hours:

Monday to Friday	7.50am to 5.20pm
Saturday	8.20am to 4.20pm

No Employee shall be required to work more than five consecutive hours without a meal break. A meal break shall be for a minimum of 30 minutes duration.

44.2 Change of Hours within the Spread of Hours

Any change to the trading hours of the DRIVES Help Desk within the spread of hours shall be subject to the following consultative process:

- (a) The Employer shall notify the PSA in writing of any change to trading hours at least six weeks in advance of the date on which the change is proposed to take place.
- (b) The PSA shall be given two weeks in which to provide any written comments on the proposed change.
- (c) Following consideration of any comments received, the Employer shall notify the PSA in writing of the full details of its decision including the reasons for making such decisions.

44.3 Standard Hours of Work

The ordinary hours of duty for full time Employees shall be 70 hours worked over a two week roster cycle.

- (a) Full time Employees that are rostered to work one Saturday in two shall work nine days during the two week roster cycle, provided that subject to the Employer's agreement, they will be able to work ten days including Saturdays during the roster cycle.
- (b) Full time Employees shall not be required to work more than five consecutive days during the roster cycle.
- (c) Subject to subclause 44.4, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee.

44.4 Rosters

- (a) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to Employees.
- (b) In the event of an emergency the hours of work and/or the rostered start and finishing times on any one day may be changed.
- (c) Where less than seven days notice is given by the Employer of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- (d) Mutual exchanges of rostered shifts between Employees shall be subject to the Employer's prior agreement.
- (e) Where Employees are rostered in such a fashion that the days on which they are rostered fluctuate from week to week, an Employee rostered off work on a public holiday being a day on which the Employee usually works shall be paid by mutual agreement between the Employer and the Employee in one of the following methods:
 - (i) Payment of an additional day's salary;
 - (ii) Addition of one day to the Employee's annual holidays;
 - (iii) An alternative day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.
 - (iv) Provided that for this clause "day" is the number of hours the Employee would have worked were the Employee rostered on that day.

45. Hours of Work and Additional Conditions for Work Support Employees

45.1 Definitions for the purpose of this clause:

WSO means Work Support Officers employed as members of the Transport Service in the RMS Group.

Competency means the combination of knowledge, skills and attributes that are needed for specific job related tasks.

45.2 Hours of Work

- (a) The ordinary hours of duty of WSOs shall be 35 hours per week between 7.00am to 5.30pm on 5 days per week, Monday to Friday inclusive.
- (b) A lunch break shall be taken of not less than 30 minutes in the WSO's time.
- (c) Working hours (i.e. a bank up of hours) will be in accordance with the following provisions:
 - (i) An additional 22 minutes per day shall be worked on 19 days each four week work cycle to allow for the accumulated time off during the next four week cycle.
 - (ii) Subject to the provisions of this subclause one accrued day off may be taken in each four week work cycle. Such accrued day off will be observed between Monday to Friday (inclusive).
 - (iii) Where a WSO works on the accrued day off, the WSO may elect to have another day off in substitution thereof before the end of the succeeding work cycle. Such election should be granted where practicable, provided that in such case the accrued entitlements are transferred to the substituted day off.

- (d) WSOs absent from duty on any type of approved leave or a public holiday will be credited with 7 hours 22 minutes in respect of each day absent from duty. WSOs absent from duty on approved leave (sick leave, annual leave etc) will have 7 hours 22 minutes debited against their leave accrual for each day absent from duty.

45.3 Progression from Grade to Grade

- (a) WSO positions will only be created where the range of tasks at the location would eventually allow the incumbent to progress to Grade 3.
- (b) Progression from grade to grade need not depend upon the availability of an advertised job vacancy nor is it restricted by the number of WSOs already at a particular grade. Progression to another grade is totally dependent upon meeting the progression criteria detailed in the relevant policy/procedure.
- (c) Persons at the time of appointment as a WSO will be assessed to determine the grade at which they will commence. Once appointed to a grade, a WSO will need to meet the progression criteria in order to further progress through the grades.
- (d) Persons appointed as a WSO in training will remain at that level until they are eligible to progress to Grade 1.

45.4 Maintenance of grade and salary shall be dependent upon WSOs maintaining the required level of competence in the tasks for which they have been assessed and for which their grading and salary level has been determined. To ensure the level and currency of competencies, the WSO will undergo supplementary assessment of their tasks every two years to demonstrate that they have maintained their skills in those tasks.

43. Hours of Work for Traffic Supervisors

- 46.1 The ordinary working hours for Traffic Supervisors shall be 38 hours per week and shall be worked as a 20 day four week cycle with 19 working days of eight hours each in accordance with rosters, with 0.4 of one hour each day worked accruing as an entitlement to take, in each cycle, an accrued day off.
- 46.2 The accrued day off is subject to managerial prerogative to best suit the working needs of the organisation, provided that the accrued day off is to be taken between Monday and Friday (inclusive) during the day shift.
- 46.3 The ordinary hours of work shall not exceed 8 per day to be worked in a maximum of 10 shifts per fortnight, provided that not more than 6 consecutive shifts shall be worked in eight consecutive days. A shift may be worked on any day of the week, including Sunday, during any period of 24 hours. The times between which the ordinary hours may be worked may be altered by agreement between the Employer and the PSA.
- 46.4 Where the agreed accrued day off prescribed by subclause 46.1 falls on a public holiday the next working day on which the Employee is normally rostered for duty shall be taken in lieu of the accrued day off, unless an alternative day in that four-week cycle or the next four-week cycle is agreed between the Employer or its representative and the Employee.
- 46.5 Each day of paid sick or annual leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 46.6 Where an Employee is ill or incapacitated on the accrued day off, the Employee shall not be entitled to payment of sick leave on that day nor shall the Employee's sick leave entitlement be reduced as a result of such illness or incapacity.
- 46.7 An Employee who has not worked, or is not regarded by reason of subclause 46.3 as having worked a complete four week cycle, shall receive pro rata accrued entitlements for each day worked (or each

fraction of a day worked) or regarded as having been worked in such cycle, on the accrued day off, or in the case of termination of employment, on termination.

- 46.8 Where agreement is reached between the Employer and an Employee, that Employee may accumulate up to a maximum of four accrued days off before they are taken as days off and, when taken, those days shall be regarded as days worked for accrual purposes. When such agreement has been reached under the terms of this paragraph, an Employee is not entitled to be paid at the rate as specified in subclause 46.9.
- 46.9 Subject to subclause 46.7, the accrued day off prescribed in subclauses 46.1 and 46.2 shall be taken as a day off provided that the day may be worked where it is required by the Employer. Where the Employee is required to work on their accrued day off, the Employee shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- 46.10 Where an Employee works on the accrued day off, the Employee may elect to have another day off in substitution before the end of the succeeding work cycle, provided that such day off is subject to management prerogative to best suit the working needs of the Employer and that in such cases the accrued entitlements are transferred to the substituted day off.
- 46.11 The provisions contained in subclauses 46.1 to 46.7 of this clause shall also apply to shift workers by substituting the word 'shift' for 'day' in each cycle.

47. Hours of Work and Additional Conditions for Manager Regional Operations, Regional Operations Officers and Traffic Commanders

Manager - Manager Regional Operations and Regional Operations Officers

47.1 Ordinary Hours of work shall be 35 per week.

47.2 Incident Co-Ordination Allowance

- (a) The incident co-ordination allowance set out in item 26 of Schedule B - Allowances and Expenses will be paid to Employees in the positions of Manager Regional Operations and Regional Operations Officers for all days the employee is required to be rostered on-call, excluding during periods of leave (other than sick leave, carer's leave and family and community service leave of 2 consecutive days or less).
- (b) In addition, Employees in the positions of Manager Regional Operations and Regional Operations Officers will be entitled to the payment of a disturbance allowance in accordance with subclause 47.3 in the event the Employee is contacted outside of normal working hours.
- (c) When in receipt of the incident co-ordination allowance and not in the workplace, the Employee:
- (i) is not required to remain at home, but must be able to be contacted immediately in the case of emergencies;
 - (ii) must be able to respond to an emergency within a reasonable time or within the response time agreed with the Employer;
 - (iii) must remain in a proper state of fitness to drive a motor vehicle and perform the required duties; and
 - (iv) must be available to respond to a call unimpaired by the effects of alcohol or drugs.

47.3 Disturbance Allowance

- (a) Employees in the position of Manager Regional Operations and Regional Operations Officers may be contacted when in receipt of the incident co-ordination allowance and outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without

being required to attend the emergency and/or breakdown. These Employees may be contacted to put into place emergency arrangements by contacting other Employees, persons or agencies to attend an incident or providing advice in response to an emergency situation.

- (b) The disturbance allowance is:
 - (i) paid at a minimum of one hour of the ordinary hours rate; and
 - (ii) not paid if the Employee's salary exceeds the top step of USS Grade 11 or equivalent.
- (c) Where more than one telephone call is received or made within the hour, only one hourly payment is paid. However, if the assistance provided by the Employee extends beyond one hour in duration, the Employee will be entitled to be paid overtime for the duration of the assistance provided. Where the Employee is paid overtime, the Employee is not entitled to the disturbance allowance in respect of the same occasion.
- (d) The disturbance allowance is payable under the arrangements set out in the RMS Group On-Call and Disturbance Allowance Procedure.
- (e) Communications made when not in attendance at the workplace in regard to routine administrative matters are not considered a disturbance for the purposes of an emergency and does not warrant payment of a disturbance allowance. Such matters may include:
 - (i) Where an employee contacts the Employer regarding an inability to attend work on any particular day; or
 - (ii) Where an employee is contacted to be advised of a business matter that does not require an immediate response.

Traffic Commanders

47.4 Ordinary Hours of work shall be 35 per week.

47.5 Payment for Shift Work

- (a) For the purposes of this clause:
 - (i) 'Early Morning shift' shall mean those shifts commencing at or after 4.00 am.
 - (ii) 'Day Shifts' shall mean those shifts commencing at or after 6.00 am.
 - (iii) 'Afternoon Shifts' shall mean those shifts commencing at or after 12 noon.
- (b) Payment for Early Morning Shift shall be at the ordinary rate of pay plus 12.5 per cent.
- (c) Payment for Day Shift shall be at ordinary rate of pay.
- (d) Payment for Afternoon Shift shall be at ordinary rate of pay plus 12.5 per cent.

47.6 Shift Rosters

- (a) Traffic Commanders shall be rostered to work shifts as required.
- (b) Wherever reasonably practicable, notice shall be given at least 7 days in advance of shifts to be worked.
- (c) Traffic Commanders are entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift. Where a Traffic Commander has not observed a rest break of 8 hours prior to the commencement of the next

ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday calculated at the ordinary salary rate until such time as the Traffic Commander is released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 47.5 above.

- (d) No employee shall be required to work more than five consecutive hours without a meal break. In the event a Traffic Commander is directed to work during a meal break, the meal break will be paid at the overtime rate, and does not include any applicable shift loading.
- (e) An Employee required to work a shift on a day in which they have been rostered off shall be paid at overtime rates.

47.7 Incident Management Allowance

- (a) Employees who are employed in the position of Traffic Commander will be paid an allowance set out in item 27 of Schedule B - Allowances and Expenses, which takes into account the following:
 - (i) The environment in which the work is to be performed;
 - (ii) Being rostered on call 24 weeks per year, during which time the Traffic Commander is available to respond to unplanned incidents during un-rostered hours (i.e. between the cessation of the day or afternoon shift and the commencement of the morning or day shift the following day) on weekdays and 24 hours per day on weekends and public holidays;
 - (iii) Being available to work up to 5 hours per week when rostered on call, as required.
- (b) Traffic Commanders will be able to elect to be paid overtime or to accrue TIL, calculated on the same basis as overtime, for time spent attending call outs over and above the 5 hours per week that are compensated for by the allowance. The TIL will be accumulated over a 3 calendar month period and must be taken within 3 calendar months of its accumulation, subject to organisational convenience. If TIL is not taken within 3 calendar months it will be paid at the overtime rate at which it was accrued after the end of the third month and the TIL cancelled.
- (c) The allowance will be paid fortnightly. The allowance is to be counted as ordinary time earnings and is payable for all purposes including but not limited to:
 - (i) Leave payments;
 - (ii) Loadings and overtime;
 - (iii) Payments on separation;
 - (iv) Calculating superannuation guarantee contributions under the relevant superannuation legislation; and
 - (v) Determining benefits payable under any relevant defined benefits superannuation scheme.
- (d) Other than as provided for in this clause, Traffic Commanders will not be entitled to any additional payments under this Award for time spent attending call outs during their rostered 24 weeks on call. The entitlements under this clause are in satisfaction of all relevant Award entitlements for such call outs. For any call out outside the rostered 24 weeks, the Award shall apply.

48. Hours of Work and Additional Conditions for Operations Managers and Operations Coordinators in the Regional Traffic Operations Centre

48.1 Hours of Work

(a) Ordinary Hours

The ordinary hours of work shall be 35 per week.

(b) Full Time Employees

(i) Employees shall be continuous shift workers.

(ii) Other than Employees on probation, the ordinary hours of work shall be 140 hours worked over a 4 week roster cycle. Employees shall be rostered to work shifts of 12 hours 10 minutes, including a 30 minute unpaid meal break and a 20 minute paid crib break.

(iii) Employees on probation may be rostered to work shifts of at least 7 hours and 30 minutes and up to 12 hours and 10 minutes. Until an Employee on probation is rostered for shifts of 12 hours 10 minutes on a permanent basis, they will be paid for any hours worked in excess of 7 at overtime rates.

(iv) When rostered for shifts of 12 hours 10 minutes full time Employees shall not be rostered to work more than three consecutive days in any seven day period.

(c) Where Employees are rostered to work shifts of 12 hours 10 minutes:

(i) They shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.

(ii) They shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break of at least 10 consecutive hours, payment shall be at the rate of double time, or double time and one half if on a public holiday until they are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 48.2.

(iii) Where Employees have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 48.2.

(d) Part Time Employees:

(i) A Part-Time Employee shall be engaged to work agreed contract hours. The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee.

(ii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with clause 48.3.

(e) Meal Breaks

Employees shall not work more than 5 hours from the commencement of a shift without having a 30 minute unpaid meal break. Employees rostered on shifts of 12 hours 10 minutes shall after a further 5 hours of work have a paid crib break of 20 minutes.

48.2 Shiftwork

- (a) For the purposes of this sub clause:
- (i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
 - (ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
 - (iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
 - (iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.
- (b) Payment for Shift Work
- (i) Payment for day shift shall be at the ordinary rate of pay,
 - (ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,
 - (iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 ½ per cent,
 - (iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
 - (v) Payment for all ordinary time worked on a Saturday shall be at the rate of:
 - (A) time and one half of the ordinary rate of pay for the first 2 hours and double time thereafter for each Saturday worked up to 30 June 2017;
 - (B) time and one half of the ordinary rate of pay for each Saturday worked on and after 1 July 2017.
 - (vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
 - (vii) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
 - (viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
 - (ix) Employees are entitled to a 17.5 per cent annual leave loading. Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

(c) Additional Annual Leave

Full time Employees shall be credited with an additional 35 hours recreational leave per annum. This leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

- (d) Shift Rosters
 - (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
 - (ii) Rosters will be made available at least 30 calendar days in advance.
 - (iii) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
 - (iv) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

48.3 Overtime Worked

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 11 hours 40 minutes per shift between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours' notice in advance will be paid one meal allowance in accordance with Schedule B Item 2 of the Roads and Maritime Services Consolidated Salaried Award 2016.

48.4 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 9 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) During the first 4 months of employment, an Employee can access up to 3 days paid sick leave even though that leave has not yet accrued.

49. Hours of Work and Additional Conditions for Sydney Harbour Bridge Control Room Employees

49.1 Hours of Work

- (a) Ordinary Hours

The ordinary hours of work shall be 210 hours in a 6 week period.

- (b) Full Time Employees

- (i) Employees shall be continuous shift workers.
- (ii) Other than Employees on probation, the ordinary hours of work shall be 210 hours worked over a 6 week roster cycle. Employees shall be rostered to work shifts of 12 hours 30 minutes, including a 30 minute unpaid meal break and a 20 minute paid crib break on a day shift. And 12 hours on a night shift with a paid meal break and a 20 minute paid crib break.

- (iii) When rostered for shifts of 12 hours 30 minutes or 12 hours full time Employees shall not be rostered to work more than 4 consecutive days over a week in any one 6 week roster.
- (c) Where Employees are rostered to work shifts of 12 hours and 12 hours 30 minutes:
 - (i) They shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
 - (ii) They shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. (iii) Where Employees have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours.
- (d) Part Time Employees:
 - (i) A Part-Time Employee shall be engaged to work agreed contract hours. The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee.
 - (ii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate.
- (e) Meal Breaks
 - (i) Day shift - Employees on 7 hours shifts shall not work more than 5 hours from the commencement of a shift without having a 30 minute unpaid meal break.
 - (ii) Day shifts - Employees on 12 hours shall after a further 5 hours of work have a paid crib break of 20 minutes.
 - (iii) Night shifts - Employees on 12 hours shifts shall have a meal break be of thirty minutes duration and shall be taken as part of the ordinary working hours, to be paid for at the appropriate shift rate and a paid crib break of 20 minutes
 - (iv) In the event the Employee is directed to work during a meal break, the meal break will be paid at the ordinary rate plus any applicable shift loading.

49.2 Shift work

- (a) For the purposes of this sub clause:
 - (i) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
 - (ii) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.
- (b) Payment for Shift Work
 - (i) Payment for day shift shall be at the ordinary rate of pay,
 - (ii) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
 - (iii) Payment for all ordinary time worked on a Saturday shall be at the rate of: time and one half of the ordinary rate of pay

- (iv) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
 - (v) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
 - (vi) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
- (c) Additional Annual Leave
- (i) Full time Employees shall be credited with an additional 35 hours recreational leave per annum. This leave accrues progressively during a year of service according to the Employee's ordinary hours of work.
- Leave Loading - Clause 27.10 of the Award applies.
- (d) Shift Rosters
- (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
 - (ii) Rosters will be made available at least 30 calendar days in advance.
 - (iii) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
 - (iv) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

49.3 Overtime Worked

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 12 hours per shift between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours' notice in advance will be paid one meal allowance in accordance with Schedule B Item 2 of the Roads and Maritime Services Consolidated Salaried Award 2019.

49.4 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) During the first 4 months of employment, an Employee can access up to 3 days paid sick leave even though that leave has not yet accrued.

SECTION 7 - SPECIFIC PROVISIONS FOR PROFESSIONAL ENGINEERS

50. Shift Work Definitions

Early morning shift means a shift with ordinary hours commencing between 4.00am and 6.00am, Monday to Friday.

Day shift means a shift with ordinary hours commencing between 7.00am and 5.00pm Monday to Friday.

Afternoon shift means a shift with ordinary hours commencing at or after noon Monday to Friday.

Night shift means a shift commencing at or after 4.00pm and finishing at or before 4.00am Monday to Friday.

51. Call Out/Call Back

51.1 Professional Engineers who are called back to work outside their standard hours, or outside the hours of 7.30 am and 6.00 pm if working under a flexible working hours arrangement:

- (a) are paid a minimum of three hours at overtime rates for each separate call-out, except where:
 - (i) Employees are called out on more than one occasion and the first and subsequent call-out payment periods of three hours overlap. If this occurs, payment is calculated from the start of the first call-out period until the end of the last call-out provided that the total period of all overlapping call-out periods exceeds three hours. If the total period of all overlapping call-out periods is less than three hours, Employees are paid for three hours at overtime rates;
 - (ii) Where the call-out work extends into ordinary hours of work, overtime is paid up to the normal starting time only.

52. Specialist Engineers

52.1 Professional Engineers from any field of professional engineering may gain personal promotion to any Engineer level up to and including Level 6 Engineer, as specialist engineers whilst still occupying a position graded at a lower level. Professional Engineers at Level 6 may receive an allowance, in lieu of a personal promotion, as specialist engineers whilst still occupying a position graded as Level 6.

52.2 Progression to a higher personal Level salary for Professional Engineers must be recommended by the majority of the Specialist Engineer Accreditation Committee. The Professional Engineer must submit a case to the committee which indicates that the Professional Engineer has specific attributes of a significant nature which would be relevant and beneficial to the Employers' functions.

52.3 Relevant criteria which would be examined by the committee include:

- (a) Holding a degree at or above the level of Master of Engineering Science or Master of Science in a relevant specialist or technical area from a recognised Australian University (or overseas equivalent), not being a Master of Business or Public Administration; or
- (b) Holding a specialist graduate diploma in a field related to the work of the Professional Engineer with the Employer, not being a graduate diploma in management or a business administration diploma; or
- (c) Having shown originality or made high level contributions or attained reputation or standing in the engineer's specialist field of work.
- (d) The Specialist Engineer Accreditation Committee will consist of a representative of the Employer, Professionals Australia and a mutually acceptable independent expert in the specialist field under consideration.

- (e) If an Employee is dissatisfied with the recommendation of the Specialist Engineer Accreditation Committee, the Employee may appeal to their Director who will review the decision in conjunction with the Director People.

53. Recognition of Professional Engineering Skills

- 53.1 The importance of the contribution of Professional Engineers to the Employer is recognised by this Award.
- 53.2 An Employee with the qualification of a Professional Engineer working in a position that requires those skills or qualifications may apply to be recognised as a Professional Engineer under this Award. Recognition is available in accordance with the RMS Group policy on the Recognition of Professional Engineers. Applications will not be unreasonably refused.
- 53.3 The Recognition of Professional Engineers Policy will not be amended without the agreement of Professionals Australia.

54. Professional Development

- 54.1 The Employer and Professionals Australia will work together to ensure best practice workforce development that builds and maintains engineering capability within the RMS Group, and in doing so provides industry leadership for ongoing engineering workforce development.
- 54.2 The Employer and Professionals Australia are committed to identifying future risks and committed to working together constructively to find solutions.
- 54.3 The Employer and Professionals Australia agree that Employees will continue to be provided with the maximum opportunities for professional development. This should occur as part of the PDR process. To assist managers of Professional Engineers in the PDR process, an annual HR Circular will be produced summarising the opportunities available for Professional Engineers under the Award, in consultation with Professionals Australia, and providing examples of appropriate professional development opportunities available.
- 54.4 The type of internal and external courses provided will be determined by consultation between Professionals Australia and the Employer.
- 54.5 Professional development will not be limited to internal and external training courses and may include Professional Engineers' exchange programs, secondments (within the Employer, with the Transport Cluster and/or into the private sector), shadowing, mentoring, coaching, attendances at conferences, seminars or short term study courses which have been approved by the Employer and permission granted for the Employee to attend.
- 54.6 Where a Professional Engineer is unable to access professional development over a period of more than 18 months, due to:
 - (a) professional development opportunities not being approved in the PDR;
 - (b) opportunities approved in the PDR not being provided, and/or
 - (c) the Professional Engineer not being released to attend/participate in the identified opportunities, the Professional Engineer may have their access to professional development opportunities reviewed by the Director People to ensure compliance with this clause.

55. Professional Engineer Development Program (PEDP)

- 55.1 There will be a mechanism for Professional Engineers to progress from Engineer Level 1 to Engineer Level 2 without the requirement to win a position on merit.

- 55.2 Progression will only occur when the Professional Engineer is assessed as meeting the relevant criteria for Engineer Level 2.

56. Knowledge Transfer

- 56.1 The Employer recognises the importance of succession planning and knowledge transfer prior to the retirement or exit of Professional Engineers.
- 56.2 Where a Professional Engineer is identified as having expertise in a specific field or aspect of engineering, a knowledge transfer process will be prepared. The process will be prepared at least 12 months prior to retirement or exit of the Employee, where the exit date is known or can be estimated. The aim of the knowledge transfer process is to ensure the handover of important technical and organisational knowledge to current employees.
- 56.3 The knowledge transfer process will incorporate:
- (a) information session(s) by the Professional Engineer;
 - (b) documentation by the Professional Engineer;
 - (c) mentoring;
 - (d) shadowing;
 - (e) the release of the Employees involved from their normal duties, to allow sufficient time to participate; and
 - (f) where the Employee agrees, the option for part time employment to facilitate the knowledge transfer process.

57. Women in Engineering

- 57.1 The Employer is committed to increasing the representation of women in the workforce, including in engineering.
- 57.2 To this end, the Employer and Professionals Australia will work together during the life of the Award on proposals for promoting, developing and retaining women in the engineering profession, including:
- (a) programs aimed at professional development, leadership development, mentoring and networking; and
 - (b) promoting flexible working arrangements amongst Employees and the Employer - including part time and job sharing arrangements - that support personal and professional needs, subject to the ability of the Employer to meet customer service, operational and business requirements.
- 57.3 The Employer will provide regular statistical analysis and reporting on women in the engineering profession covered by this Award. This information is to be provided to Professionals Australia.
- 57.4 The Employer is required to consider, and report on, gender diversity in restructuring.

58. Consultation

- 58.1 The Employer and Professionals Australia shall meet quarterly to consult and seek agreement on issues including but not limited to:
- (a) Professional development and training;
 - (b) Restructuring, relocation or organisational change where Professional Engineer positions are affected;

- (c) Career progression, succession planning and mentoring; and
- (d) Significant issues impacting on Professional Engineers covered by this award, such as workload and skills shortages.
- (e) Women in engineering.

59. Part-Time Employment

- 59.1 In addition to subclause 31.9 (Right to Request) and clause 26 (Flexible Working Practices) and subject to operational requirements, Employees may elect to change from full-time to part-time work to manage their work-life balance. This will enable Employees to manage family and career responsibilities or choose to reduce the number of hours worked as they approach retirement. The shift from full-time to part-time will be managed in accordance with the RMS Group's Leave and Attendance Policy and applicable procedures. Requests to work part-time will not be unreasonably refused.

60. Hours for Full-Time Employees

- 60.1 The Employer and Employees may agree to work either a standard hours arrangement or a flextime arrangement. The Employer may direct Employees to work a standard hours arrangement in exceptional circumstances.

61. Minimum Rest Period When Working Overtime

- 61.1 Professional Engineers who work overtime are entitled to:
- (a) a minimum rest period of at least eight consecutive hours off work between ordinary hours shifts;
 - (b) not being required to be on duty for more than 16 consecutive hours;
 - (c) a minimum rest break of at least four consecutive hours after working for more than 16 consecutive hours;
 - (d) payment at the rate of double time or double time and a half on a public holiday until released from work, if the Employee is recalled to work without having had at least eight consecutive hours off work;
 - (e) a further rest period of at least eight consecutive hours if the Employee is recalled to work without initially having had at least eight consecutive hours off work;
 - (f) if an Employee's usual ordinary hours occur during the minimum rest period of eight hours in (i)-(v) above, the Employee will be paid at their normal salary for the time they are absent.

62. Disturbance Allowance

- 62.1 Employees may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Employees may be contacted to put into place emergency arrangements by contacting other Employees to attend an incident or providing advice in response to an emergency situation.
- 62.2 The disturbance allowance is:
- (a) paid at a minimum of one hour of the ordinary hours rate.
 - (b) not paid if the Employee's salary exceeds the top step of Engineer Level 4.
- 62.3 The disturbance allowance is payable under the following arrangements:

- (a) for Employees on standard hours or flexitime, between the hours of 8.00pm and 6.00am Monday to Friday, all day Saturdays, Sundays, public holidays and accrued days off.
- (b) for shift workers, two hours after the completion of a shift, two hours prior to the commencement of a shift and all day for rostered days off and accrued days off.

62.4 Where more than one telephone call is received or made within the hour, only one hourly payment is paid.

63. Leave Without Pay

63.1 Approved Leave Without Pay

- (a) Employees may be granted leave without pay (LWOP):
 - (i) providing that good and sufficient reasons are shown for the leave,
 - (ii) up to a maximum of three years, providing that service has been satisfactory,
 - (iii) on a full-time or part-time basis,
 - (iv) commencing on the first working day after the Employee ceases work or at the expiration of paid leave, and
 - (v) ceasing on the day prior to the day on which the Employee resumes work, regardless of whether that day is a working day or not.
- (b) LWOP is granted on the understanding that the Employer retains the right to:
 - (i) abolish any position on the grounds of redundancy,
 - (ii) require an Employee to relinquish a position, or
 - (iii) terminate the Employee's services, should circumstances during the absence, so require.

A decision made to abolish a position while an Employee is on LWOP does not mean that the Employee will be offered a voluntary redundancy. RMS Group's policy and procedures on the management of displaced and excess staff will apply.

- (c) Employees may not take LWOP to engage in other employment unless the Employer is satisfied that the skills and experience gained from this other employment will provide the Employer with a demonstrated benefit.
- (d) LWOP does not count as service for increment purposes where the total period exceeds five days in any 12 months.
- (e) Employees are not required to exhaust accrued paid leave before proceeding on LWOP.
- (f) If Employees obtain approval to combine all or part of accrued paid leave with LWOP, the paid leave must be taken before LWOP.
- (g) Employees are paid for public holidays falling during LWOP where the total period of LWOP does not exceed ten consecutive working days.
- (h) The effect of LWOP on extended leave entitlements is set out in subclause 33.6.

- (i) A permanent appointment may be made to the Employee's position if:
 - (i) The leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - (ii) The Employee is advised of the Employer's proposal to permanently backfill their position; and
 - (iii) The Employee is given a reasonable opportunity to end the LWOP and return to their position; and
 - (iv) The Employer advised the Employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of LWOP.
- (j) The position cannot be filled permanently unless the above criteria are satisfied.
- (k) The Employee does not cease to be employed by the Employer if their position is permanently backfilled.
- (l) Subclause 63.1(i) does not apply to full-time unpaid parental leave or to military leave.

63.2 Unauthorised Leave Without Pay

- (a) Employees who do not provide a satisfactory explanation for their absence are regarded as being absent from work without authorised leave. As a result, Employees will not be paid for this period of absence.
- (b) Nothing in this clause prevents the Employer from taking disciplinary action against Employees for unauthorised absences from work.

SECTION 8 - SPECIFIC PROVISIONS FOR MARITIME EMPLOYEES

64. Hours of Work

- 64.1 "35 hour per week Employees" means all Maritime Employees that are full time other than Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leader Environmental Services and Environmental Service Officers.
- 64.2 "38 hour per week Employees" means Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leader Environmental Services and Maritime Environmental Service Officers.
- 64.3 Technical Compliance Officer, Vessel Standards and Liaison Officer, Seafarer Standards and Liaison Officer and their respective Team Leaders on an annualized salary: The ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period.
- 64.4 Maritime Environmental Service Officers working a 12 hour day, rostered on three days on and three days off are deemed to work an average of 1792 hours a year. Such Employees will receive a 12 hour break between shifts.
- 64.5 Hours of work will be arranged to take into consideration the specific business needs of the Employer, and where possible, the work preferences of Employees. Service and functions provided by the Employer will not be withdrawn to accommodate the absence of Employees under the hours of work arrangements.
- 64.6 Unless prescribed otherwise in the Specific Provisions, the starting and finishing times within the spread of ordinary hours should be mutually agreed between the Employer and Employees, however if agreement cannot be reached the needs of the organisation must prevail and the Employer will therefore determine starting and finishing times.

- 64.7 Once starting and finishing times have been established, reasonable notice will be given (normally 5 calendar days) of any changes required.
- 64.8 The working of additional hours within the spread of hours will be by reasonable notice from the Employer.
- 64.9 Ordinary Hours - 35 hour per week Employees (other than those which have specific provisions or are on an annualised salary).
- (a) Ordinary hours will be an average of 35 hours per week over a cycle of four weeks on any day Monday to Friday to be determined by each business unit provided the total number of hours worked are 140 hours for Employees on a four week cycle, 280 hours for Employees on an eight week cycle, or 420 hours for Employees on a twelve week cycle.
 - (b) the span of ordinary hours are between 0700 and 1900.
- 64.10 Ordinary Hours - 38 hour per week Employees (other than those which have specific provisions or are on an annualised salary).
- (a) Ordinary hours will be an average of 38 hours per week over a cycle of four weeks on any day Monday to Friday to be determined by each business unit provided the total number of hours worked are 152 hours for Employees on a four week cycle, 304 hours for Employees on an eight week cycle, or 456 hours for Employees on a twelve week cycle.
 - (b) the span of ordinary hours are between 0600 and 1800.
- 64.11 A meal break will be taken not more than 5 hours after commencing duty and shall be a minimum of 30 minutes. The time taken for a meal break will not count as hours worked.
- 64.12 Product Services Officers (PSOs) statewide are responsible for the operation of a call centre, 7 days a week. The staffing of the call centre on weekends and for any weekday shifts outside of 8.30am to 4.30pm is on a voluntary basis initially, however if shifts cannot be filled the Employer can direct Employees to work. Any days worked by PSOs on weekends are paid at the appropriate penalty rate.
- 64.13 Notwithstanding the provisions of this clause, an Employee and the Employer may agree to other arrangements provided they meet the needs of the business and the contract hours are worked within the cycle.
- 64.14 Unless prescribed otherwise:
- (a) call back: Employees recalled to work will be entitled to be paid a minimum of 4 hours at the appropriate rate on the understanding this provision will not apply to Employees called in to work early in which case, if outside the spread of ordinary hours, they shall be paid at the overtime rate.
 - (b) 10 hour break: Where an Employee works additional hours, the Employee shall not be required to return to work for duty for a least ten consecutive hours between the termination of work on one day and the commencement of work on the next day. The Employee shall be provided with a break without loss of pay for ordinary working time occurring during such absence.

65. Maritime Trainees Ordinary Hours of Work

- 65.1 Ordinary hours of work will be an average of 35 hours per week over a cycle of four weeks on any day Monday to Sunday.
- 65.2 The span of ordinary hours worked by Maritime Trainees will be:
- (a) between 0600 and 1800 when working with ESOs and BSOs;

- (b) between 0700 and 1900 when working with PSOs.
- 65.3 Hours worked on a Saturday will be paid a loading of 50% for the first 2 hours and 100% for the remainder.
- 65.4 Hours worked on a Sunday will be paid a loading of 100%.
- 65.5 Hours worked on a Public Holiday will be paid a loading of 150%.
- 65.6 Hours worked outside the span of ordinary hours for each group working on weekdays will be paid a loading of 50%.

66. Additional Hours

- 66.1 The provisions of this clause do not apply to the positions of Senior Boating Safety Officers, Boating Safety Officers, Marine Investigators, Team Leaders in Environmental Services, Environmental Service Officers, and Technical Compliance Officers, Vessel Standard and Liaison Officers, Seafarer Standards and Liaison Officer and their respective Team Leaders.
- 66.2 Hours worked in addition to the total number of ordinary hours required to be worked are 'additional hours' and shall only be worked/accrued with the agreement of the Employer.
- 66.3 Additional hours up to a maximum of 21 hours per four week cycle are to be taken off at a mutually convenient time, as time off in lieu on the basis of one hour per additional hour worked. Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement. In circumstances where operational requirements do not allow for time off in lieu within a 3 month period, the Employer may authorise for the additional hour(s) to be paid out at ordinary single time after the expiration of 3 months.
- 66.4 Additional hours worked in excess of 21 hours in a four week cycle are paid at time and a half up to 28 hours and double time thereafter or alternatively, by agreement, taken as time off in lieu at ordinary time.

67. Overtime

- 67.1 The provisions of this clause shall not apply to positions on Annualised Salaries.
- 67.2 The following overtime provisions will apply to Employees who work outside the span of ordinary hours outlined in clause 66 (Additional Hours).
- 67.3 35 hour per week Employees including Maritime Trainees - Overtime worked Monday to Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter. Overtime worked on a Sunday will be paid at the rate of double time.
- 67.4 38 hour per week Employees - overtime worked Monday to Saturday will be paid at the rate of double time. Overtime worked on a Sunday will be paid at the rate of double time and one half.
- 67.5 Overtime worked on a public holiday will be paid at the rate of double time and one half in addition to the normal remuneration for that day.
- 67.6 Employees required to work overtime beyond the spread of hours Monday to Friday to beyond 12.30pm on Saturdays, Sunday and Public Holiday will be entitled to a paid meal.

68. Fitness for Duty

- 68.1 It shall be a condition of employment that Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leaders in Environmental Services, Environmental Service Officers and Hydrographic Surveyors maintain a level of fitness consistent with the demands of the position. This will ensure the continued health and safety of SBSOs, BSOs, BEOs, TLs, ESOs and HSs and as

such recognises that there is a range of environmental and operational conditions that could impact on the health of an officer.

- 68.2 Subsequent to appointment and, in order to ensure that prescribed fitness standards are maintained SBSOs, BSOs, BEOs, TLs, ESOs and HSs will be required to be medically assessed every two years or on a more frequent basis if indicated by medical advice. Wherever possible medical examinations, to a prescribed format, shall be carried out by the Employer's Occupational Health Physician, or by other similarly qualified practitioners nominated by the Employer.
- 68.3 The ongoing standard of fitness required of SBSOs, BSOs, BEOs, TLs, ESOs and HSs will be determined as required by the Employer's Occupational Health Physician having regard to the nature of the job and the circumstances under which it is performed. The Employer shall provide a list of suitable female doctors for medicals.
- 68.4 An officer who fails to meet the prescribed fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of fitness required. Subsequently, an officer who fails the medical re-assessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness, will be rehabilitated to another position in accordance with the RMS Group Fitness To Continue Procedure.
- 68.5 An officer who fails to meet the fitness standards and/or is advised by the consulting physician on lifestyle changes, initiatives to improve fitness or other measures, shall be referred to their personal doctor for further investigation. Henceforth any additional costs incurred by the officer, for the purpose of re-gaining the required level of fitness, will be the responsibility of the officer concerned.
- 68.6 SBSOs, BSOs, BEOs, TLs, ESOs and HSs returning to work after long term absences from active work will be required to undergo a periodic assessment before the commencement of duties. Officers returning to active duties after a prolonged illness or injury will be required to submit a private medical clearance before the resumption of duties, as well as undergoing their periodic medical when it falls due.

69. Allowances

69.1 On-call Allowance

Employees who are rostered to be on call, in the event of an emergency, outside core hours and at weekends and on Public Holidays are entitled to the on call allowance specified in item 19(b) of Schedule B.

69.2 Childcare Allowance

The Employer agrees to provide assistance with the cost of child care fees up to the maximum amount listed in item 21 of Schedule B per child where the Employee's children are in registered/approved child care facilities (i.e. long day care and vacation care) in accordance with the RMS Group Child Care Subsidy Procedure (as varied from time to time).

69.3 Gym Membership

The Employer agrees to provide assistance with the cost of gym memberships up to the maximum amount listed in item 22 of Schedule B in accordance with the RMS Group Gym Subsidy Scheme (as varied from time to time).

69.4 Environmental Services Master 5 Allowance

Maritime Employees who hold a Master 5 qualification to carry out duties on specific Environmental Services vessels are entitled to the allowance specified in item 23 of Schedule B.

70. Conditions Applicable to Managers in Operations and Compliance Branch at Salary Levels MA16A, MA16AA MA17A AND MA17AA.

- 70.1 The annualised salary covers all incidents of employment and counts for superannuation purposes. All incidents of employment includes ordinary hours, excess hours, TIL, overtime and weekend or public holiday penalties. No additional payments will be made nor is TIL to be taken or paid.
- 70.2 The annualised salary is payable provided the Managers have worked at least 161 hours per four week cycle averaged over a 12 month period, other than for agreed leave periods. The annualised salary shall cease to be paid if the Manager reverts to the working of 'ordinary hours' for a 35 hour week Employee. In such case the Manager will be paid at the relevant Maritime Officer rate.
- 70.3 For Employees on annualised salary, their ordinary hours shall be worked on any day Monday to Sunday. Ordinary hours will exclude the meal breaks which will be a minimum of 30 minutes subject to operational requirements and not count as hours worked.
- 70.4 Notwithstanding any other provisions of this clause, the Employer and the Employee may agree to other arrangements provided they meet the needs of the business unit and the contract hours are worked within the cycle.

71. Conditions Applicable to Senior Boating Safety Officers (SBSOs), Boating Safety Officers (BSOs) and Boating Education Officers (BEOs).

- 71.1 Any reference to Boating Safety Officers (BSOs) should also be read as referring to Senior Boating Safety Officers (SBSOs) and Boating Education Officers (BEOs).
- 71.2 The parties agree to maintain, where necessary, an on call capability to deal with emergencies or other urgent needs or demands which arise from time to time and the deployment of Employees within regions to augment resources available for the conduct of special operations.
- 71.3 In order to provide optimum services it is accepted that full staffing will be required during the period 26 December to 31 January (inclusive). Accordingly, in line with business needs, there will be a restriction on taking leave throughout this period unless the leave is Sick Leave, Personal Carer's Leave, Parental Leave and approved Extended Leave provided these forms of leave are not to be used in lieu of Annual Leave. The ability to take leave throughout the rest of the year is subject to the needs of each regional business unit.
- 71.4 The annualised salary is only payable when a BSOs is routinely working weekends and public holidays in accordance with the ordinary hours of work contained in subclause 71.5, other than for agreed periods when weekend work is not required and periods of annual, parental, maternity, adoption, extended leave, special leave and jury duty or workers compensation until the statutory rate is applied. The annualised salary shall cease to be paid if the BSO ceases to work the required hours of the annualised salary, other than for leave in accordance with this subclause, and the BSO will revert to the relevant pay rate.
- 71.5 Ordinary Hours of Work
- (a) The BSO's role is principally day work. Nothing in this Award is intended to provide any means to either of the parties to convert this work to a quasi-shift work arrangement.
 - (b) There are no fixed hours and the expectation is that each BSO will arrange their hours to cover the work required. This may involve working more or less than 7.6 hours per day, working additional hours and/or taking TIL.
 - (c) The ordinary hours of work shall be worked on any day Monday to Sunday in accordance with the operational needs of the business.

- (d) The ordinary hours of work shall be an average of 38 hours per week (152 hours for BSOs on a 4 week cycle, 304 hours for BSO on an 8 week cycle, and 456 hours for BSOs on a 12 week cycle).
- (e) It is recognised that the usual span of hours will be between 6am and 6pm on any day Monday to Sunday. BSOs may be required to work outside the usual span of ordinary hours in accordance with the operational needs of the business unit. Where hours are directed to be worked, and are considered by the BSO to be excessive, the work will be performed, if it is safe to do so, and any such grievance will be progressed in accordance with clause 6 Grievance Procedure of this Award.
- (f) A meal break will be taken not more than five hours after commencing work and shall be a minimum 30 minutes and will not count as time worked.
- (g) The ordinary hours of work required to be worked shall include two consecutive days off after working 5 days in lieu of a Saturday and Sunday, except in the case of a call out for a designated emergency or as otherwise required by the Employer.
- (h) If a rostered day off falls on a public holiday and the BSO has worked on that day, then an alternative RDO shall be taken. Wherever possible, alternative RDOs will be scheduled so that 2 consecutive RDOs may be taken. The day off will coincide with the BSOs preference where possible.
- (i) Rosters shall include 16 weekends or the equivalent of 32 weekend days between 1 February and 25 December each year where BSOs are not rostered for work, subject to business and rostering needs.

71.6 Additional Hours

- (a) At the request of the Employer, BSOs will undertake duties from time to time outside their usual span of ordinary hours of work as follows:
 - (i) Any hours required to be worked in excess of the ordinary hours of 152 hours per four week period pursuant to subclause 71.5 above are "Additional hours" and must have the approval of the Employer.
 - (ii) A reasonable number of additional hours shall be worked to accommodate the functions of the Employer.
- (b) Additional hours worked by BSOs between 0600 and 1800 are to be taken as TIL at an agreed time on the basis of one hour for each additional hour worked. In the event that the BSO cannot take the TIL within a reasonable time period (or within a three month period), then the Employer may authorise for the additional hour(s) to be paid out at ordinary single time.
- (c) Up to 21 additional hours worked including those gained by working Public Holidays and outside the ordinary span of hours between 26 December and 31 January are to be paid out by the Employer at the ordinary rate of pay unless approval is granted by the Employer for TIL to be taken. For any additional hours above 21 hours, such hours are, by agreement between the BSO and Employer, to be paid out at the ordinary rate of pay or taken as TIL on the basis of one hour for each additional hour worked. In the event that the BSO cannot take the TIL within a reasonable time period (or within a three month period), then the Employer may authorise for the additional hour(s) to be paid out at ordinary single time.
- (d) Notwithstanding other provisions contained in subclause 71.4, a BSO and the Employer may agree to other arrangements provided they meet the needs of the business and the total number of ordinary hours to be worked within the 12 month period.

71.7 Work Outside Ordinary Hours (WOOH)

- (a) BSO may be required to work outside the usual span of hours prescribed in subclause 71.5.
- (b) Hours worked outside the usual span of hours shall accrue as double the usual TIL and taken as time off in lieu, provided that where it is not possible to take time off in lieu, the time accrued will be paid out at single time (not taken within a 3 month period).
- (c) The provisions of subclause 71.5(b) above shall not apply in the event of on-water emergencies which began during the usual work period.

For example for 4 hours worked outside the hours of 0600-1800, excluding on-water emergencies, a BSO will accrue 8 hours TIL to be taken as 8 hours or paid as 8 hours at single time.

71.8 Public Holidays

- (a) BSOs in receipt of an annualised salary who are required to work on a public holiday are entitled to receive TIL for each hour worked.

72. Conditions Applicable to Team Leaders Environmental Services (TLES) and Environmental Services Officers (ESOs).**72.1 The roster and annualised salaries makes provision for:**

- (a) 12 hour shifts,
- (b) working three days on/three days off,
- (c) 190 hours annual leave,
- (d) Ordinary hours being 0600 to 1800 Monday to Sunday,
- (e) Sick Leave and Higher Duties allowance calculated at 10.86 hours a day,
- (f) 55 minute break,
- (g) Additional 14 minutes paid with the annualised salary at ordinary time rate not the overtime rate,
- (h) Working 5 public holidays in a twelve month period,
- (i) Working Regular Aquatic Events on Boxing Day, New Year's Eve and Australia Day,
- (j) No accrual of additional hours or TIL.

72.2 The annualised salary shall count for superannuation purposes.**72.3 The annualised salary includes provision to work a rostered 12 hour day, three days on, three days off including weekends and public holidays, other than for approved leave. The annualised salary shall cease to be paid if for any reason the officer reverts to working a 38 hour week instead of the 12 hour day, 3 days on, 3 days off roster including public holidays and special leave events. The Employee will be paid at the applicable Maritime Officer classification.****72.4 The ordinary hours of work are up to 12 hours, 0600 to 1800, Monday to Sunday, however, in exceptional circumstances such as Regular Aquatic Events and Special Aquatic Events, start and finish times and the number of hours may be varied to suit business needs, following consultation and reasonable notice.**

- 72.5 Overtime shall be paid for hours worked at the following rates:
- (a) double time for hours worked in excess of 12 on Monday to Saturday;
 - (b) double time and a half for hours worked in excess of 12 on Sunday;
 - (c) double time and a half in addition to normal remuneration for hours worked in excess of 12 on a public holiday.
- 72.6 A minimum of four hours shall be paid at the appropriate overtime rate when called back to work for an emergency e.g. oil spill.
- 72.7 Any overtime payable as per this subclause shall be paid on the base hourly rate of the position and not at the annualised rate.
- 72.8 Employees required to work overtime beyond the ordinary spread of hours Monday to Sunday and Public Holidays will be entitled to a Meal Allowance.
- 72.9 Annual and Extended leave may only be taken in accordance with the Leave Roster.
- 72.10 Where a public holiday falls on a Saturday or Sunday but the public holiday is gazetted to fall on a following weekday the actual weekend public holiday shall be considered one of the 5 public holidays which ESO's are required to work under cl 72.1(h).

73. Conditions Applicable to the Payment of Annualised Salaries

- 73.1 Annualised salaries shall cease to be paid if for any reason an Employee does not work the requisite hours and/or weekends, public holidays or special events and/or reverts to working the 'ordinary hours' applicable to 35 hours or 38 hours per week Employees. In such cases, the Employee shall be paid at the relevant rate contained in the Maritime Officer Scale.
- (a) For Team Leader Technical and Environmental Compliance and Team Leader Standards and Industry positions on an Annualised Salary: The annualised salaries covers all incidents of employment including excess hours, TIL, overtime and weekend and public holiday penalties. Unless otherwise provided for in this Award, no additional payments will be made nor is TIL to be taken or paid. Position holders will be reviewed annually and where the ordinary hours of work are less than 161 per month, the provisions of subclause 73.1 above will apply.
 - (b) For Operational Positions on an Annualised Salary: The annualised salaries cover incidents of employment including working weekends and public holidays, the requisite Regular Aquatic Events on Boxing Day, New Year's Eve and Australia Day. For Team Leaders, Environmental Services and Environmental Services Officers, the annualised salary also covers ordinary hours of work to include working a 12 hour day, 3 days on and 3 days off.
 - (c) For Investigators on an Annualised Salary: The annualised salary covers all incidents of employment so that the ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period, and includes routinely working outside core hours, and on weekends and public holidays as required by business needs.
 - (d) For Technical Compliance Officers, Vessel Standards and Liaison Officers, Seafarer Standards and Liaison Officer and their respective Team Leaders on an Annualised Salary: The annualised salary covers all incidents of employment and includes working outside core hours and occasionally on weekends (excluding public holidays).
 - (e) Remote Supervision positions on an Annualised Salary: The annualised salary covers all incidents of employment and includes the requirement to supervise a large number of people and routinely work outside core hours and on weekends and public holidays.

- 73.2 Certain positions or categories of employment have agreed to be on annualised salaries. Salary grades suffixed with an "A" represent annualised salaries in Part 3 of Schedule A. "AA" also represents an annualised salary but for a different category of Employee.

74. Competency Progression of Maritime Employees

- 74.1 All new appointed Boating Safety Officers (BSOs), Product Services Officers (PSOs), permanent full-time Boating Education Officers (BEOs), have a probationary period of six months linked to their competency training program and salary progression system.
- 73.2 BEOs are graded as MA5A, and may progress to BSO (subject to merit selection).
- 74.3 BSOs are graded as MA5A - entry level; MA7A - mid level (6 months post appointment); and MA11A - fully competent (12 months post appointment).
- 74.4 PSOs are graded as MA3 and progress through the grades to MA6.
- 74.5 Maritime Services Trainees are remunerated in accordance with the Crown Employees (Public Service Training Wage) Reviewed Award 2008 contained in the Crown Employees (Public Sector - Salaries 2019) Award or its replacement whilst under the traineeship.

75. Change of Position

- 75.1 Current Employees who change their role involving a different skill set to that for which they were employed as PSO to BSO will have a 'fit for position' period agreed between the Employer and the Employee and be able to return to their immediately preceding substantive position if either the Employee or Employer find they are not compatible with the new role. If the Employee returns to their substantive position, an unreasonable failure to meet their work requirements may be viewed as a refusal to perform duties.

76. Specific Provisions for Special Aquatic Events

- 76.1 Maritime will determine, in consultation with Employees and /or their Employee representatives, which events fall into the category of Special Aquatic Events and the dates of such events. This consultation with Employees and /or their Employee representatives will occur annually for existing Special Aquatic Events and as needed when new Special Aquatic Events are added to the calendar. In such cases the working arrangements/compensation for on-water Employees required to work to support Special Aquatic Events are as follows:

(a) SBSOs and BSOs

If the day falls on an RDO they will be entitled to an alternative RDO at a time which suits business needs.

Where one month's notice is not given to a BSO that they are required to work on their RDO for a Special Aquatic Event, that BSO will be entitled to an additional RDO of 7.6 hours to be taken subject to needs of each regional business unit.

If the day falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

The Employer will endeavour to ensure all employees receive a break when working Special Aquatic Events. However, when due to operational requirements employees cannot take a break, they will be entitled to a paid crib break.

(b) Team Leaders Environmental Services and Environmental Service Officers

If the days falls on an RDO they will be entitled to an alternate RDO at a time which suits business needs.

If the days falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

If they work more than 12 hours they will be paid overtime.

The Employer will endeavour to ensure all employees receive a break when working Special Aquatic Events. However, when due to operational requirements employees cannot take a break, they will be entitled to a paid crib break.

(c) Hydrographic Surveyors

If the day falls on a normal working day, they will work as normal. If the event is gazetted as Public Holiday they will be paid the appropriate penalty rates for the time worked.

If the day falls on a weekend, they will be paid appropriate penalty rates for time worked.

77. Professional Development for Maritime Employees

- 77.1 The Employer and Maritime Unions will work together to ensure fit for purpose workforce development that builds and maintains the workforce capability.
- 77.2 The Employer and Maritime Unions are committed to identifying future risks and committed to working together constructively to find solutions.
- 77.3 The Employer and Maritime Unions agree that Maritime Employees will continue to be provided with opportunities for professional development as part of the Professional Development Review process. The type of internal and external courses provided will be determined by consultation between the Maritime Unions and the Employer.
- 77.4 Professional development will not be limited to internal and external training courses and may include shadowing, mentoring, coaching, attendances at conferences, seminars or short term study courses which have been approved by the Employer and permission granted for the Employee to attend.
- 77.5 Where a Maritime Employee is unable to access professional development for a period of more than 18 months, then such grievance will be progressed in accordance with clause 6 Grievance Procedure of this Award

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY**PART 1****Salaried Employee Classifications (including Compliance Operations Inspectors)**

Unified Salary Scale	Current Rates	2.5% increase from the first full pay period on or after 1 July 2019	2.5% increase from the first full pay period on or after 1 July 2020
Grades	Per annum \$	Per annum \$	Per annum
Grade 1	39,443	40,429	41,440
	43,261	44,343	45,452
	49,457	50,693	51,960

Grade 2	52,160	53,464	54,801
	54,527	55,890	57,287
	56,556	57,970	59,419
Grade 3	60,053	61,554	63,093
	62,865	64,437	66,048
	65,794	67,439	69,125
Grade 4	67,801	69,496	71,233
	70,460	72,222	74,028
	73,233	75,064	76,941
Grade 5	75,749	77,643	79,584
	78,198	80,153	82,157
	79,607	81,597	83,637
Grade 6	81,355	83,389	85,474
	83,824	85,920	88,068
	86,567	88,731	90,949
Grade 7	88,450	90,661	92,928
	91,572	93,861	96,208
	93,348	95,682	98,074
Grade 8	97,179	99,608	102,098
	101,124	103,652	106,243
	104,282	106,889	109,561
Grade 9	109,079	111,806	114,601
	112,212	115,017	117,892
	117,262	120,194	123,199
Grade 10	120,223	123,229	126,310
	124,964	128,088	131,290
	131,383	134,668	138,035
Grade 11	135,443	138,829	142,300
	141,338	144,871	148,493
	144,521	148,134	151,837
Grade 12	152,978	156,802	160,722
	157,444	161,380	165,415
	162,944	167,018	171,193
Grade 13	167,807	172,002	176,302
	172,155	176,459	180,870
	180,406	184,916	189,539

PART 2**Professional Engineers**

Engineering Scale	Year	Current Rates	2.5% increase from the first full pay period on or After 1 July 2019	2.5% increase from the first full pay period on or After 1 July 2020
		Per annum \$	Per annum \$	Per annum \$
Cadet Engineer Level 1	-	41,825	42,871	43,943
Cadet Engineer Level 2	-	44,241	45,347	46,481
Cadet Engineer Level 3	-	46,938	48,111	49,314
Cadet Engineer Level 4	-	49,902	51,150	52,429
Cadet Engineer Level 5	-	53,758	55,102	56,480

Cadet Engineer Level 6	-	54,311	55,669	57,061
GRAD Program Engineer	1	76,770	78,689	80,656
	2	79,252	81,233	83,264
	3	80,681	82,698	84,765
Engineer Level 1	1	89,646	91,887	94,184
	2	92,811	95,131	97,509
	3	94,610	96,975	99,399
	4	98,494	100,956	103,480
	5	102,486	105,048	107,674
	6	105,690	108,332	111,040
Engineer Level 2	1	110,550	113,314	116,147
	2	113,728	116,571	119,485
	3	118,846	121,817	124,862
Engineer Level 3	1	121,844	124,890	128,012
	2	126,650	129,816	133,061
	3	133,155	136,484	139,896
Engineer Level 4	1	137,272	140,704	144,222
	2	143,244	146,825	150,496
	3	146,468	150,130	153,883
Engineer Level 5	1	155,038	158,914	162,887
	2	159,568	163,557	167,646
	3	165,145	169,274	173,506
Engineer Level 6	1	170,074	174,326	178,684
	2	174,480	178,842	183,313
	3	182,841	187,412	192,097

Note: All salary rates in this table include 1.35% annual leave loading.

Professional Engineers Level Descriptions

Engineer Level 1

The Professional Engineer (as defined) commencement level.

The engineer undertakes initial professional engineering tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

Classification Level definition

Under supervision from higher-level Professional Engineers as to method of approach and requirements, the Professional Engineer performs normal professional engineering work and exercises individual judgement and initiative in the application of engineering principles, techniques and methods.

In assisting more senior Professional Engineers by carrying out tasks requiring accuracy and adherence to prescribed methods of engineering analysis, design or computation, the engineer draws upon advanced techniques and methods learned during and after the undergraduate course.

Training, development and experience using a variety of standard engineering methods and procedures enable the Professional Engineer to develop increasing professional judgement and apply it progressively to more difficult tasks at Level 2.

Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.

Work is reviewed by higher-level Professional Engineers for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the Professional Engineer progressively exercises more individual judgement until the level of competence at Level 2 is achieved.

The Professional Engineer may assign and check work of technical Employees assigned to work on a common project.

Engineer Level 2

Classification Level definition

Following development through Level 1, a Professional Engineer who plans and conducts professional engineering work without detailed supervision, but with guidance on unusual features and who is usually engaged on more responsible engineering assignments requiring substantial professional experience.

Engineer Level 3

Classification Level definition

A Professional Engineer performing duties requiring the application of mature professional engineering knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments, the Professional Engineer deals with problems for which it is necessary to modify established guides and devise new approaches.

The Professional Engineer may make some original contribution or apply new professional engineering approaches and techniques to the design or development of equipment or special aspects of products, facilities and buildings.

Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. The Professional Engineer makes responsible decisions on matters assigned, including the establishment of professional engineering standards and procedures, consults, recommends and advises in speciality engineering areas.

Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units. Informed professional engineering guidance may be available.

The Professional Engineer outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, co-ordinate and supervise the work of other professional and technical Employees.

Engineer Level 4

Classification Level definition

A Professional Engineer required to perform professional engineering work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for example, acts as his/her organisation's technical reference authority) in a particular field of professional engineering.

The Professional Engineer:

initiates or participates in short-range or long-range planning and makes independent decisions on engineering policies and procedures within an overall program;

gives technical advice to the Employer and operating departments;

may take detailed technical responsibility for product development and provision of specialised engineering systems, facilities and functions;

co-ordinates work programs; and

directs or advises on use of equipment and material.

The Professional Engineer makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long-range objectives.

Duties are assigned only in terms of broad objectives and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

The Professional Engineer supervises a group or groups including Professional Engineers and other Employees, or exercises authority and technical control over a group of professional Employees, in both instances engaged in complex engineering applications.

Engineer Level 5

Classification Level Definition

A Professional Engineer usually responsible for an engineering administrative function, directing several professional and other groups engaged in inter-related engineering responsibilities, or as an engineering consultant. Achieving recognition as an authority in an engineering field of major importance to the organisation.

The Professional Engineer independently conceives programs and problems to be investigated and participates in discussions determining basic operating policies, devising ways of reaching program objectives in the most economical manner and of meeting any unusual conditions affecting work progress.

The Professional Engineer makes responsible decisions on all matters, including the establishment of policies and expenditures of large sums of money and/or implementation of major programs, subject only to overall policy and financial controls.

The Professional Engineer receives administrative direction based on organisation policies and objectives. Work is reviewed to ensure conformity with policy and co-ordination with other functions.

The Professional Engineer reviews and evaluates technical work; selects, schedules, and co-ordinates to attain program objectives: and/or as administrator, makes decisions concerning selection, training, performance management and remuneration of Employees.

Engineer Level 6

Classification Level Definition

A Professional Engineer usually responsible for a high-level engineering administrative and/or management function, directing and taking responsibility for several professional and other groups engaged in inter-related engineering responsibilities, or acts as the principal of a specialist engineering consulting organisation. Has achieved recognition as an authority in an engineering field of major importance to the organisation.

The Professional Engineer independently conceives programs and problems to be investigated and arrives at solutions. Initiates and participates in discussions determining basic operating policies, devising ways or reaching program objectives in the most economical manner and of meeting and overcoming any unusual conditions affecting work progress.

The Professional Engineer takes responsibility for decisions on all matters contained in area of management, including the establishment and promulgation of policies. Directs expenditures of large sums of money and/or implementation of major programs, subject only to overall organisational policy and financial controls.

The Professional Engineer reports only to high-level management and receives direction based on overall organisation policies and objectives. Reviews work assigned by high level management prior to delegation of tasks to others to ensure conformity with organisational policy and co-ordination with other organisational functions and outside agencies.

The Professional Engineer approves critical technical output from areas under management; selects, schedules, and co-ordinates to attain program objectives. As manager, selects upper level Employees, and initiates training, performance management and decisions on remuneration of all Employees under direction.

PART 3

Maritime Employee Classifications

Level	Current Rates Per annum \$	2.5% increase from the first full pay period on or after 1 July 2019 Per annum \$	2.5% increase from the first full pay period on or after 1 July 2020 Per annum \$
1	49,896	51,143	52,422
2	54,600	55,965	57,364
3	63,393	64,978	66,602
4	66,381	68,041	69,742
5	71,375	73,159	74,988
6	74,743	76,612	78,527
7	80,353	82,362	84,421
8	84,140	86,244	88,400
9	90,455	92,716	95,034
10	94,722	97,090	99,517
11	101,830	104,376	106,985
12	106,628	109,294	112,026
13	114,625	117,491	120,428
14	120,017	123,017	126,092
15	129,015	132,240	135,546
16	135,088	138,465	141,927
17	145,203	148,833	152,554
Annualised Salaries (*)			
5A	92,516	94,829	97,200
7A	101,498	104,035	106,636
7AA	98,541	101,005	103,530
9A	108,453	111,164	113,943
10A	115,866	118,763	121,732
10AA	116,162	119,066	122,043
11A	122,974	126,048	129,199
12A	127,771	130,965	134,239
13A	127,473	130,660	133,927
13B	134,273	137,630	141,071
14A	141,162	144,691	148,308
15A	150,156	153,910	157,758
15AA	150,937	154,710	158,578
16A	157,011	160,936	164,959
16AA	157,011	160,936	164,959
17A	161,145	165,174	169,303
17AA	167,124	171,302	175,585

*Applies to the following operational positions

Principal Manager	MA17AA
Manager DCV Safety	MA17A
Manager, Maritime Investigations	MA17A
Manager, Wharf Safety & Grants	MA17A
Manager, Operations (various)	MA16AA

Senior Manager Projects	MA16A
Team Leader Technical and Environmental Compliance	MA15A
Team Leader Standards and Industry	MA15A
Technical Compliance Officer	MA14A
Vessel Standards and Liaison Officer	MA14A
Senior Maritime Investigations Officer	MA14A
Seafarer Standards and Liaison Officer	MA13A
Senior Boating Safety Officer	MA13B
Boating Safety Officer	Entry Level Intermediate Fully Competent
	MA5A MA7A MA11A
Team Leader, Maritime Environmental Services	MA10AA
Maritime Environmental Services Officer	MA7AA
Boating Education Officer	MA5A

SCHEDULE B - ALLOWANCES AND EXPENSES

*	To be updated in accordance with the NSW Department of Premier and Cabinet Circular
~	To be updated in accordance with the Crown Employees (Transferred Employee Compensation) Award clauses 8.1.3, 10.1.3, 11, 12.1, 13.4
^	Adjusted annually on 1 July by CPI (all groups Sydney index) for the proceeding 1 April to 31 March period

Item No.	Clause No.	Description	Current Rates		From the first full pay period on or after 1 July 2019		From the first full pay period on or after 1 July 2020	
					Amount	Amount	Amount	Amount
			\$		\$		\$	
1	21.2.1(b)	Meal Allowance while Travelling Capital Cities & High Cost Country Centres (refer to (5) below)	Per meal		Per meal		Per meal	
		Breakfast	28.15		28.15		*	
		Lunch	31.65		31.65		*	
		Evening Meal	53.90		53.90		*	
		'Tier 2' Country Centres & 'Elsewhere' (refer to (5) below)						
		Breakfast	25.20		25.20		*	
		Lunch	28.75		28.75		*	
		Evening Meal	49.60		49.60		*	
		2	25.4	Meal Allowance on Overtime	Per meal		Per meal	
Breakfast	31.25				31.25		*	
Lunch	31.25				31.25		*	
Evening Meal	31.25				31.25		*	
3	21.3	Lodgings	Per Day	Per Hour	Per Day	Per Hour	Per Day	Per Hour
		Location	\$	\$	\$	\$	\$	\$
		Capital Cities						
		Sydney	321.75	13.41	321.75	13.41	*	*
		Adelaide	290.75	12.11	290.75	12.11	*	*

		Brisbane	308.75	12.86	308.75	12.86	*	*
		Canberra	301.75	12.57	301.75	12.57	*	*
		Darwin	353.75	14.74	353.75	14.74	*	*
		Hobart	280.75	11.70	280.75	11.70	*	*
		Melbourne	306.75	12.78	306.75	12.78	*	*
		Perth	313.75	13.07	313.75	13.07	*	*
		High Cost Country Centres (NSW)						
		Bathurst	268.75	11.20	268.75	11.20	*	*
		Broken Hill	272.75	11.36	272.75	11.36	*	*
		Gold Coast (QLD)	342.75	14.28	342.75	14.28	*	*
		Gosford	273.75	11.41	273.75	11.41	*	*
		Maitland	285.75	11.91	285.75	11.91	*	*
		Muswellbrook	276.75	11.53	276.75	11.53	*	*
		Newcastle	302.75	12.61	302.75	12.61	*	*
		Orange	288.75	12.03	288.75	12.03	*	*
		Queanbeyan	272.75	11.36	272.7	11.3	*	*
		Wagga Wagga	277.75	11.57	277.75	11.57	*	*
		Wollongong	288.75	12.03	288.75	12.03	*	*
		Port Macquarie	291.75	12.16	291.75	12.16	*	*
		‘Tier 2’ Country Centres (NSW)						
		Dubbo	257.60	10.73	257.60	10.73	*	*
		Goulburn	257.60	10.73	257.60	10.73	*	*
		All other Country Centres (NSW) ‘Elsewhere’	237.60	9.90	237.60	9.90	*	*
4	21.3	Incidentals allowance (all locations)	20.05	per day	20.05	per day	*	per day
5	21.5.2(b)	Amount for incidentals deducted from actual/ reasonable expenses	20.05	per week	20.05	per week	*	per week
6	21.5.2(b)	Maximum allowance for Employee separated from dependents	254	per week	254	per week	*	per week
7(a)	21.5.9(a)	(i) Allowance for removal of furniture - value of furniture:	7037.00		7037.00		~	
7(b)		(ii) If value above amount in (i), Employees receive -	1126.00		1126.00		~	

7(c)		(iii) If value below amount in (i), Employees receive -	563.00	563.00	~
7(d)		(iv) If not eligible, Employees shall receive -	281.00	281.00	~
8	21.5.4(c)	Max purchase price of home on which reimbursement of expenses is based	520000.00	520000.00	~
9	21.5.7(b)	Rental Subsidy - Max amount of allowance to offset increased accommodation costs	51	51	~
10(a)	21.5.8(a)	Parents to pay first	27 per week	27 per week	~ per week
10(b)		The Employer pays up to a maximum of	56 per week	56 per week	~ per week
11	21.6	Remote areas allowance (with dependants) Grade A Grade B Grade C Remote areas allowance (without dependants) Grade A Grade B Grade C	2,114 2,804 3,744 1,475 1,966 2,623	2,114 2,804 3,744 1,475 1,966 2,623	* * * * * *
12(a)	21.7	Fares subsidy for climatic area - actual cost less or	52.10	52.10	*
12(b)		Maximum amount for Employee with spouse/dependents; or	349.05	349.05	*
12(c)		Maximum amount for Employee without spouse/dependents	172.40	172.40	*
13	21.9	Sydney Harbour Bridge Allowance for Works Supervisors (100%)	9172 per annum	9172 per annum	9401 per annum
14	21.5.9(g)	Maximum value of furniture and effects on which risk insurance is paid	38000	38000	~
15	21.8	First Aid - Holders of St John's Ambulance Certificate or equivalent qualifications	\$933 per annum	\$933 per annum	* per annum
16	21.8	First Aid - Holders of current occupational first aid certification issued within the previous three years and in charge of a First Aid room in a workplace of 200 or more	\$1401 per annum	\$1401 per annum	* per annum
17	21.4.2(b) 21.5.10(c)	Use of Private Motor Vehicles on Official Business - Official Business Rate:	0.68 per km	0.68 per km	*
18	21.3.3(b) 21.4.2(b) 21.5.6(c) 21.7(e)	Use of Private Motor Vehicles on Official Business - Specified Journey Rate:	0.272 per km	0.272 per km	*
19(a)	21.11	On call allowance (payable to	80 per day	82 per day	84 per day

		RMS Salaried Employees other than Maritime Employees)	(Mon - Fri) 119 per day (Sat, Sun & P.Hol)	(Mon - Fri) 122 per day (Sat, Sun & P. Hol)	(Mon - Fri) 125 per day (Sat, Sun & P. Hol)
19(b)	69.1	On call allowance (payable to Maritime Employees)	0.99 per hour	1.01 per hour	1.04 per hour
20	21.5.2(b)	Temporary accommodation beyond first 8 weeks: Actual and reasonable out of pocket expenses for board and lodging less the amount for incidentals	*	*	*
21	69.2	Assistance with Child Care fees per child (for Maritime Employees)	325.18 per annum	325.18 per annum	^ per annum
22	69.3	Assistance with gym fees based on proof of attendance (for Maritime Employees)	325.18 per annum	325.18 per annum	^ per annum
23	69.4	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	9203 per annum	9203 per annum	9433 per annum
24	21.3.1(a)	Applies to RMS Employees required to camp out or make use of caravans or boats for overnight accommodation in the course of their duties, when motel/hotel accommodation is neither available nor appropriate.	44.15 per day	44.15 per day	* per day
25	21.10(a)	Uniform maintenance allowance - applies to designated RMS Salaried Employees other than Maritime Employees.	8 per week	8 per week	* per week
26	47.2	Incident co-ordination allowance - applies to Manager - Field Operations & Services and Field Traffic Managers.	40 per day (Mon - Fri) 59 per day (Sat, Sun & P. Hol)	41 per day (Mon - Fri) 60 per day (Sat, Sun & P. Hol)	42 per day (Mon - Fri) 62 per day (Sat, Sun & P. Hol)
27	47.7	Incident management allowance - applies to Traffic Commanders (based on grade and level of Employee)	978.40 per fortnight to 1060.38 per fortnight	1002.86 per fortnight to 1086.88 per fortnight	1027.93 per fortnight to 1114.06 per fortnight

APPENDIX A

Calculation of Overnight Expenses

General

The rates of overnight expenses generally reflect the cost of meals and accommodation at a particular location. Consequently, different daily rates apply to each capital city in Australia and to selected high cost regional centres and a single rate applies to all other country locations.

Expenses are paid from the time of departure from headquarters or permanent residence up to the time the Employee arrives back at their headquarters or permanent residence.

When calculating expenses, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to another.

Examples

1. Travel to a Single Destination

An Employee travels from their permanent residence at Grafton to attend a series of meetings in Sydney necessitating an overnight stay. The Employee departs Grafton at 6.00am and arrives back at their permanent residence at 6.00pm the following day.

Calculation of expenses

Employees are entitled to claim 1 day 12 hours at the Sydney expense rate.

2. Travel itinerary involving overnight stays at a number of locations

An Employee travels for work purposes from their headquarters in Sydney staying overnight at Newcastle, and Bathurst before returning to Sydney. In this example, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to the next.

The itinerary is as follows:

Day 1 - depart Sydney at 7.00am. Meetings at Newcastle. Overnight Newcastle.

Day 2 - depart Newcastle at 8.00am. Travel to Bathurst for meetings. Overnight Bathurst.

Day 3 - depart Bathurst midday. Travel to Sydney arriving at permanent residence at 5.00pm.

Calculation of Expenses

1 day and 1 hour at the Newcastle expenses rate, i.e. from time of departure at Sydney on day 1 (7.00am) to the time of departure from Newcastle on day 2 (8.00am); and

1 day and 9 hours at the Bathurst expenses rate, i.e. from time of departure from Newcastle (8.00am) to time of departure from Bathurst (12.00pm) and travel back to Sydney (5.00pm).

APPENDIX B

Grievance Management Procedure

Procedure Number: PN 247P07

Introduction

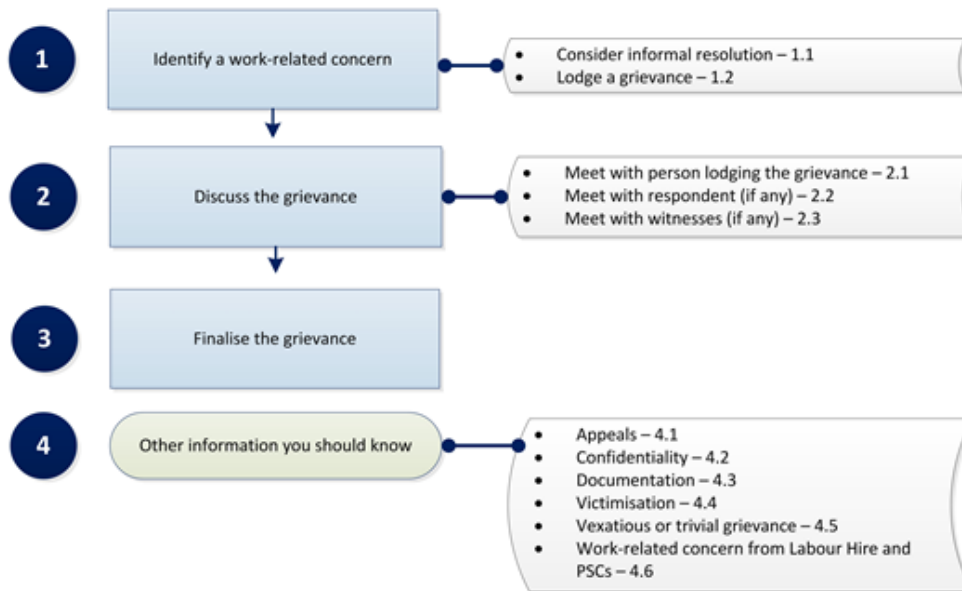
Section A Who is this document for?

Ongoing and Temporary Roads and Maritime employees
 Casual employees
 Transport Senior Service employees

 Labour Hire and Professional Service Contractors

YES
NO
NO (see [TfNSW Grievance Management Procedure](#))
 See [Section B4.6 only](#)

Procedure steps at a glance



Section B Procedure

Roads and Maritime is committed to being a safe, harmonious and productive workplace where employees can raise and discuss work-related concerns and grievances.

The [Transport Grievance Management Policy](#) sets out the responsibilities of the agency, managers and employees to manage grievances quickly and effectively.

This procedure explains the process Roads and Maritime managers and employees can use to manage work-related concerns.

1 Identify a work-related concern

If you have a work-related concern then, depending on the issue there's a range of processes available to help.

Concerns managed by this procedure

Work-related concerns that are possible grievances can be about something a person has done or failed to do, or about a particular situation or decision that might be unfair, discriminatory, unjustified or not appropriate.

Examples of grievances can include:

- a concern about a manager's decision, including for example, how they've allocated work
- a disagreement with another employee or manager about the way in which work is to be carried out or how a policy or procedure is interpreted
- an interpersonal disagreement between employees, and
- work-related concerns not covered by other procedures.

Concerns that are not managed by this procedure

A work-related concern or possible grievance cannot be managed under this procedure if it relates to reasonable action by your manager to direct and control how work is done or allocated or to give you feedback about your work performance. Examples of reasonable action include:

- setting realistic and achievable performance goals, standards and deadlines
- appropriate and fair rostering and setting of working hours
- transferring a person to another work area or role for operational reasons
- deciding not to promote a person where a fair and transparent process has been followed
- telling a person about their underperformance or unsatisfactory performance in an honest, fair and constructive way
- counselling a person about their unreasonable behaviour in an objective and confidential way
- implementing organisational changes or restructures
- taking disciplinary action, including suspension or terminating employment where appropriate or justified in the circumstances, and
- other reasonable management action.

Concerns managed by other procedures

Other procedures and processes can be used for other particular work-related concerns.

If the concern is about	use the
misconduct or discipline issues	Conduct and Discipline Handling Procedure
discrimination, harassment or bullying	Bullying, Harassment and Discrimination Management Procedure
drug or alcohol issues	Work Health and Safety Drug and Alcohol Procedure
fraud, corruption, maladministration or serious or substantial waste of resources	Corrupt Conduct and Maladministration Prevention Policy
unsatisfactory performance	Underperformance and Unsatisfactory Performance Procedure

an employee on probation	Onboarding and Probation Procedure
work health and safety or compensation	Work Health and Safety: Safety Management System

1.1 Consider informal resolution

A work-related concern can often be resolved quickly and informally without lodging a grievance.

In all cases, confidentiality is to be maintained as far as possible (see 4.2).

General work-related concern

If you have a work-related concern and you feel capable and safe to do so, you should discuss the matter with the other person or people involved.

The best way to do this is to:

- find a time and place where you can talk about the matter without being interrupted
- politely and professionally explain the issue and what concerns you about it
- explain how the issue is affecting you or impacting on your work, and
- ask everyone involved if you can work together to find a solution.

Concern about application of policy or procedure

You can raise concerns about the application of a policy or procedure, including performance development outcomes, with the decision maker (who may also be your manager).

To do this:

- explain your concern to the decision maker
- identify what section of the policy or procedure you believe wasn't applied or was applied incorrectly, and
- ask the decision maker to explain how their decision meets the policy or procedure requirements.

Even when your concern is raised informally, the decision maker has an obligation to provide an explanation.

1.2 Lodge a grievance

If informal resolution isn't possible or wasn't successful, you can lodge a formal grievance verbally or in writing with your manager, or a more senior manager if your manager is the subject of the grievance.

Include the following information when you lodge a grievance to help the process:

- a clear statement that you are lodging a formal grievance
- details of what the grievance is about, what happened and who else is involved
- your preferred outcome for a solution.

The manager addressing the grievance can talk to Professional Standards or their People Partner for help and advice.

Everyone involved in a grievance process:

- must maintain confidentiality (see 4.2), and
- should access the [Employee Assistance Program](#) if needed.

2 Discuss the grievance

Any meetings to discuss a grievance must be held privately and, where possible, away from the immediate work area.

Managers and employees can have a support person (who may be a union representative) at meetings (see 5 for more information).

2.1 Meet with person lodging the grievance

Once you lodge a grievance, the manager will meet with you within 24 hours or as soon as practical.

This meeting is used to discuss the details of the matter so that you and the manager have a clear understanding of the issues and the preferred outcome.

If after the discussion, the manager decides the grievance should be dealt with under this procedure, they'll confirm with you that they will meet and discuss necessary details of the grievance with:

- the 'respondent' (if any), that is the person who is the subject of the grievance, for example in an interpersonal disagreement, and
- any witnesses.

At any time during the process and after discussing the grievance with Professional Standards, the manager can decide:

- the issue should be dealt with under a different procedure and process (see 1), or
- the grievance is vexatious or trivial (see 4.5).

In both cases the manager completes a [Manager Grievance Report](#) [No. 731] and emails it to Professional Standards at professionalstandards@rms.nsw.gov.au as well as taking other necessary action.

2.2 Meet with respondent (if any)

If the grievance is about another employee, they are the respondent to the grievance.

The manager meets with the respondent as soon as practical to provide information on the details of the grievance, the issues involved and the name of the person who lodged the grievance, so the respondent can respond fully to the manager and provide any relevant information.

The manager confirms with the respondent that the manager will discuss details of the grievance as part of meetings with any witnesses.

As soon as practical, the manager meets and discusses the grievance with any witnesses that may help to confirm information or provide more details about the grievance.

2.3 Meet with witnesses (if any)

The manager only provides necessary information about the grievance to witnesses for them to provide responses.

3 Finalise the grievance process

Once the manager has gathered all the necessary information they set up a meeting with those people directly involved with the grievance.

While a joint meeting is preferred because the strongest solutions are generated collaboratively, the manager may decide to hold separate meetings.

Outcomes can include:

- a solution is agreed
- the circumstances that led to the grievance have improved and no further action is needed, or
- some issues remain or the problem can't be solved but everyone agrees to continue to work in a professional manner and move past it.

If a solution can't be found, the manager can ask a more senior manager to help or access additional support from Professional Standards or their People Partner.

Otherwise the manager confirms the outcome with the people directly involved in the grievance and ends the grievance management process.

Regardless of the outcome, the manager completes a [Manager Grievance Report](#) [No. 731] and emails it to Professional Standards at professionalstandards@rms.nsw.gov.au.

4 Other information you should know

4.1 Appeals

The person who lodges the grievance or the respondent can email or send an appeal to Director People and Culture no later than 21 days after an outcome has been confirmed by the manager if they believe that all or part of the process did not comply with this procedure.

4.2 Confidentiality

Everyone involved in the grievance management process must maintain confidentiality and only discuss the matter with the manager and other employees involved in the management of the issue, or immediate family members. Any breach of confidentiality may result in disciplinary action.

4.3 Documentation

The person managing the grievance process must take brief and factual diary or file notes of all agreed actions and timelines and must keep all relevant documentation securely for seven years.

In addition the manager must complete a [Manager Grievance Report](#) form [No. 731] and forward it by email to Professional Standards at professionalstandards@rms.nsw.gov.au [see 0].

4.4 Victimization

Victimization is any unfavourable treatment of a person because they raised a work-related concern or lodged a grievance, or they were a respondent to or involved in a grievance.

Any employee who victimises or retaliates against any person involved in a grievance may be subject to disciplinary proceedings.

- 4.5 Vexatious or trivial grievances** An employee who lodges a grievance that they know is false or who unreasonably persists with complaints that have been managed under this procedure and finalised, may be subject to disciplinary action.
- 4.6 Work-related concern from labour hire and PSCs** Labour hire personnel or professional service contractors must raise any work-related concern with their employer, who may contact Roads and Maritime about the matter. Any reports will be taken seriously and managed in accordance with the commercial agreement with the service provider and the responsibilities of Roads and Maritime.

5 Definitions

Term	Definition
Grievance	A formal verbal or written request by an employee for a work-related concern to be addressed.
Respondent	The employee who is the subject of a grievance.
Support person	An individual (including a Union representative) who can provide advice, guidance and support. The support person must not present a conflict of interest with the matter and must not speak on behalf of, or advocate for the employee.

Section C More information

Other documents

See the following documents for more information about this topic

Policy

[Grievance Management](#)

All-Transport policy on management of grievances

Procedures

[Conduct and Discipline Handling](#)

[Bullying, Harassment and Discrimination Management](#)

Help and advice

Intranet: [MyTransport](#)

Equip: 'MyTransport' tile on your [Transport Equip](#) home page

Phone: 1800 618 445

Email: tfnswhr@transport.nsw.gov.au

Do you have a comment or feedback to help improve this document?

Please email HRDocumentFeedback@rms.nsw.gov.au

Document Governance

This procedure is part of the People and Culture suite of policies and procedures on the intranet at <http://home.rms.nsw.gov.au/my-rms/hr-manual/index.html>.

Date of approval: 19 December 2018

Approved by: Director Workplace Relations and Management

Objective ID: A24971695

This document is maintained by People and Culture and is scheduled for review no later than 2 years from the date of approval.

This document is not required to be made publicly available by the *Government Information (Public Access) Act 2009*.

Version control information

Version number	Approval date	Approved by	Amendment
01	9 August 2012	General Human Resource Strategy	
01.1	9 January 2014	General Manager Human Resources	Updated to meet changes to the management of grievances by Transport Shared Services Workplace Conduct and Performance Unit
02	9 July 2014	General Manager Human Resources	Updated in accordance with the Roads and Maritime Services Consolidated Salaried Award 2014
03	14 March 2016	General Manager Human Resources	Updates for Equip implementation. References updated.
04	23 July 2018	Director Industrial and Workplace Relations	General update and includes reference to Professional Standards
05	19 December 2018	Director Workforce Relations and Management	Update to refresh delegations, document names, links and role titles. Guidance added on what matters are covered by the procedure.

P. M. KITE, *Chief Commissioner*

(1900)

SERIAL C9135

STATE TRANSIT AUTHORITY BUS ENGINEERING AND MAINTENANCE ENTERPRISE (STATE) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(Case No. 100034 of 2020)

Before Commissioner Sloan

22 April 2020

AWARD

PART A

1. Award Title

This Award is entitled the "State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2020".

2. Arrangement

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

- | | |
|----|-------------|
| 1. | Award Title |
| 2. | Arrangement |

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PART I - APPLICATION AND OPERATION OF AWARD

3. Anti-Discrimination

- 3.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial 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.
- 3.2 It follows that in fulfilling their obligations under the Dispute Resolution Procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3.3 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.
- 3.4 Employers and employees may also be subject to Commonwealth anti-discrimination legislation. Section 56(d) of the *Anti-Discrimination Act 1977* provides:
 - 3.4.1 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.
- 3.5 Nothing in this clause is to be taken to affect:
 - 3.5.1 any conduct or act which is specifically exempted from Anti-Discrimination legislation;
 - 3.5.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 3.5.3 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

4. Area, Incidence and Duration

- 4.1 This Award comes into force from 22 April 2020 and shall remain in force until 31 March 2023, and rescinds and replaces the State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2018.
- 4.2 This Award is binding upon:
- 4.2.1 the Secretary of the Department of Transport as head of the Transport Service (the Employer); and;
 - 4.2.2 Employees employed as members of the Transport Service in the STA Group who are engaged in any of the classifications or occupations specified in this Award (Employees), and
 - 4.2.3 the Rail, Tram and Bus Union of New South Wales, and
 - 4.2.4 the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, and
 - 4.2.5 the Electrical Trades Union of Australia, New South Wales Branch, and
 - 4.2.6 the Construction, Forestry, Mining and Energy Union (NSW Branch), and
 - 4.2.7 The Australian Workers' Union, New South Wales.
- 4.3 "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the STA Group who are not part of the Transport Senior Service.
- 4.4 "State Transit" means the Secretary of the Department of Transport as head of the Transport Service.

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

- 4.5 "Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act* 1988.

5. Introduction

- 5.1 The parties acknowledge the following provisions underpin the effective operation of this Enterprise Award:
- 5.1.1 The parties will continue to work toward securing State Transit's long-term viability by ensuring State Transit meets its performance requirements under the Metropolitan Bus Systems Contract regime (MBSC) and the Outer Metropolitan Bus Systems Contract regime (OMBSC).
 - 5.1.2 The parties are committed to upholding State Transit's values to be honest, dependable and dedicated.

- 5.1.3 The need for ongoing and continuous change and reform is acknowledged and the parties are committed to positively and constructively support initiatives designed to improve service efficiency and State Transit's financial position.
- 5.1.4 It is acknowledged that the process of change and reform will impact on organisational structure, position gradings and staff numbers.
- 5.1.5 The parties are committed to the Government's policies on redeployment and redundancy:
- (a) Part time and casual Employees will not be used to disadvantage redeployment opportunities for existing Employees;
 - (b) Preference will be given to retraining and redeployment in lieu of redundancy.
- 5.1.6 The parties acknowledge that changes to timetables, rosters and work arrangements are necessary from time to time to meet operational requirements. When these changes occur, it is the Employer's intention to build rosters in accordance with existing Award conditions, as efficiently as practicable, while attempting to minimise any adverse impact on income levels resulting from the implementation of such changes.
- 5.1.7 There is no commitment to predetermined levels of overtime or shift work arrangements and the Employer will determine whether overtime is to be worked on an as needs basis, while shifts are determined by operational requirements.
- 5.1.8 Initiatives identified and used to offset wage increases in prior Industrial Instruments that have not been implemented will not be relied upon to justify and support wage increases in this Award. It is acknowledged that should such initiatives be introduced, and the benefit gained from such initiatives exceed expectations when previously proposed, that the superior outcome be taken into account when considering future wage increases.
- 5.1.9 Any wage increase agreed to in this Award will be generated by improvements and efficiencies in the way Employees undertake the work required to be performed.

6. Contestability

The parties acknowledge that, in accordance with New South Wales Government Service Competition Policy, non-core activities may be subjected to contestability against external service providers from time to time.

PART II - FLEET OPERATIONS DIVISION - FUNCTIONS, PERFORMANCE AND FLEXIBILITIES

7. Work Practices

- 7.1 It is acknowledged there have been significant changes by Employees in the areas of multi-skilling and flexible work practices. In order to allow cost-effective maintenance and repairs to the State Transit bus fleet, the parties agree that all Employees will perform their allocated duties in an efficient and timely manner in order to ensure quality standards are met.
- 7.2 The parties agree that no artificial barriers will be created to inhibit Employees carrying out duties in which they are competent. Competence is acknowledged as being suitably qualified, licensed (where applicable) or having received any other recognised training either on-site or off-site.

8. Application of Skills

- 8.1 The parties acknowledge there is a joint commitment to the development of a highly skilled and flexible workforce with a need to provide Employees with greater employment opportunities through appropriate training. In addition, there is a need to remove barriers that prevent Employees from fully utilising their acquired skills.

9. Flexibility

- 9.1 From time to time when performing repairs or replacement of units there is a need for assistance. Where a tradesperson is performing work and requires assistance, that assistance can be in the form of another tradesperson from the same trade, or another trade, or a non-trade Employee.
- 9.2 Engineering Repair Assistants who are interested in being trained in Storeperson's work (receive, pick, issue) for the purpose of carrying out relief to that position, will be trained and when required, perform this work.
- 9.3 Employees covered by this Award who are interested in being trained to assist in the stock take of the store, will be trained and undertake the work when required.
- 9.4 Changeovers - Where a tradesperson is not available, changeovers and retrievals may be performed by any Employee who holds the necessary licence for the bus concerned. Where the defect has a safety implication (e.g. Brakes, Steering) a motor mechanic is to be utilised.
- 9.5 Transfer of buses - Any State Transit Employee, who holds the necessary licence for the bus concerned, may be utilised to transfer buses between Depots or from Depot to contractor and return.
- 9.6 Rostering - The parties acknowledge that the ability of State Transit to meet its obligations in providing a safe and efficient bus service is reliant on many different components. An area of particular importance in a garage is the need to have in place rosters that are arranged in such a manner, to ensure that the most economical and appropriate level of coverage is available.
- 9.6.1 Where rosters at a location do not adequately meet this requirement, they will be reviewed and constructed within Award requirements, to achieve the desired level of coverage.
- 9.6.2 State Transit recognises the need for consultation with staff prior to the introduction of changes to rosters. As part of that consultative process there is a need to take into consideration the business needs of State Transit and also not to place unreasonable demands upon Employees.
- 9.6.3 Where the parties cannot agree on appropriate rosters the Dispute Settlement Procedure as contained in Clause 72 is to apply.
- 9.7 Distribution of Work - In the absence of supervisory staff, tradespersons on duty will distribute work amongst staff to ensure bus operational requirements are met.

10. Job Time Recording

An agreed system of job time recording is in place at garages to effectively monitor time involved in the various repair functions. The system is used as an accounting and planning tool and not for the assessment of individual performance. Any alteration or introduction of new technology in relation to job time recording will be undertaken in consultation with Employees and their representatives.

11. Job Costing/Time Recording

- 11.1 The time taken to perform the particular task/s is to be imputed into Ellipse as part of the maintenance process by the Leading Hand or tradesperson.
- 11.2 Roads and Maritime Services or its successor and Transport for New South Wales requirements are to be met when establishing the processes.
- 11.3 Facilities are to be provided at Depots and staff utilised to input the information.

12. Performance Indicators

- 12.1 It is agreed by the parties that the spirit and intent of this Award is to meet the standards and service criteria contained in subclauses 12.2.

- 12.2 The parties will fully co-operate in this process and commit themselves to make every endeavour to meet standards set for the term of this Award.

12.2.1 Workers Compensation costs and lost time due to injury

The parties commit themselves to achieving a reduction in Workers Compensation costs. The number of claims, their implications and associated days lost due to compensable injuries determines these costs.

Therefore a reduction in costs, days lost and compensation claims are to be achieved through the following:

- (a) Monitoring of injury statistics to identify major causes of injuries and how those injuries can be prevented.
- (b) Early intervention to sponsor an early return to work in accordance with WorkCover Rehabilitation Guidelines.
- (c) Work Health Safety (WHS) training for convenors, chairpersons and members of (WHS) Committees to assist in the identification and correction of hazards at the workplace.

12.2.2 Bus Reliability

Reliability and availability of buses is a critical factor in providing and maintaining the required level of customer service. The current level of changeovers needs to be reduced to avoid dislocation and cancellation of services.

It is proposed that changeovers need to be reduced by giving priority to defects that impact on fleet availability. It is acknowledged some defects are due to component failure and therefore investigation as to the quality of the product and alternate suppliers need to be constantly evaluated.

12.2.3 Bus Peak Requirements

The operating needs of Depots within the Division vary considerably due to customer demand within their area of operation. While the fleet size of each Depot varies, there are definite AM and PM periods during which the highest number of buses are required to meet service needs.

To ensure sufficient mechanically sound, safe and presentable buses are available to meet service requirements at each Depot on a daily basis, the parties are committed to monitor results, through the consultative process, to identify and rectify impediments to achieve the bus peak requirements.

13. Bench Marking

- 13.1 The bench marking of performance is a common application used by organisations to determine the level of performance within their organisation and how they compare with outside organisations. In doing so it provides the ability to identify total costs and performance and compare those with outside industry. It also provides the opportunity to identify particular functions within the organisation that may be at variance within that organisation or where those functions are performed by outside industry.
- 13.2 There is a commitment by all parties to improve performance by identifying best practice which represents cost effectiveness and quality in both job time and work practice and adopt them as early as possible, as the standard across every Depot.

14. Special Maintenance Programs

- 14.1 From time to time there is a requirement for specific programs to be put in place to perform modifications to the bus fleet. To effect these repairs there is normally a team approach, with the team

working under the guidance of a core tradesperson who would normally perform the work. This arrangement has proven effective in addressing the modification requirements and at the same time providing an opportunity for all staff to be involved and have ownership of the process.

- 14.2 If programs are required to modify the fleet it is proposed that the abovementioned teams' approach may be applied in accordance with clause 7. Prior to the commencement of such work full details of the program and work to be performed is to be presented to the Depot Consultative Committee.

PART III - MAINTENANCE CLASSIFICATIONS

15. Fleet Operations Division

- 15.1 The current structure for the Fleet Operations Division is shown in the organisation chart at Schedule B of this Award.
- 15.2 The structure for the Fleet Operations Division will include the position of Leading Hand undertaking supervisory and trades-based work.
- 15.3 For the purpose of the payment of annual increment increases for Leading Hands, performance assessments are to be completed by the Service Manager prior to each Employee's anniversary of appointment to his/her current position.
- 15.4 Vacant Leading Hand positions will be recruited from relief Leading Hands. In the event there are no Leading Hand applications, the positions will be filled by advertising the vacancy internally in the first instance, and then externally.
- 15.5 Permanent and Relief Leading Hands will have access to State Transit's Management Development Training.
- 15.6 Relief Leading Hand positions will be advertised within each respective Depot.

16. Career Path

- 16.1 Access to normal career paths for Employees covered by this Award will be in accordance with Schedule B.
- 16.2 Schedule B does not seek to limit Employee's access to other career path opportunities that may be available under State Transit's Merit Selection Policy, Higher Duties Policy, or Study Assistance Policy.
- 16.3 Management is to maintain an inventory of individual qualifications and skills for future career development and utilisation of staff to achieve maximum performance.

17. Career Path Development

- 17.1 In this Award, the career path structure will contain five generic classifications, being:
- 17.1.1 Engineering Repair Tradesperson Mechanical
 - 17.1.2 Engineering Repair Tradesperson Electrical
 - 17.1.3 Engineering Repair Tradesperson Vehicle Building/Fabrication
 - 17.1.4 Engineering Repair Assistant
 - 17.1.5 Storeperson
- 17.2 Each of the above classifications shall have a number of skill levels attached, which recognises and defines the relevant experience, qualifications and rates of pay.

- 17.3 Trades or streams for tradespersons are as follows:
- 17.3.1 Engineering Repair Tradesperson Mechanical (Mechanic, Fitter)
 - 17.3.2 Engineering Repair Tradesperson Electrical (Auto Electrical, Electrical Mechanic, Electrical Fitter)
 - 17.3.3 Engineering Repair Tradesperson Bodybuilding/Fabrication (Body Builder, Panel Beater, Trimmer, Painter, Vehicle Painter, Welder, Plumber, Carpenter).
- 17.4 Subject to subclause 17.6 and the competency of the Employee, to provide for genuine and equitable career path opportunities, all Tradespersons and Engineering Repair Assistants covered by this Award consistent with the career path structure will progress from the lowest skill level to the highest skill level in their classification within a reasonable period.
- 17.5 All Employees will be required to perform the duties within their appropriate classification when called upon to do so by the Employer.
- 17.6 The Employer will determine the establishment for each level of Engineering Repair Assistant employed to undertake bus cleaning functions and progression from the lowest skill level to the highest skill level will be subject to vacancy at the respective level as determined by the Employer.

18. Classification Definitions

- 18.1 Engineering Repair Tradesperson Level 1:
- 18.1.1 Craftsperson who holds a trade certificate or tradesperson rights certificate in one of the single facet trades within a broad based trade in one of the electrical/electronic mechanical or vehicle building/fabrication engineering streams and is able to exercise skills and knowledge of that trade at the base trade level.
 - 18.1.2 Applies quality assurance practices, exercises good interpersonal communication skills, exercises basic keyboard skills as required, exercises discretion within the scope of their trade, performs work under general supervision either individually or in a team environment, utilises lifting equipment incidental to their work, performs non-trade tasks incidental to their work, e.g. good housekeeping.
 - 18.1.3 On the job training provided to enable incidental and peripheral tasks to be performed for completion of the primary task.
 - 18.1.4 A craftsperson from the electrical/electronic stream shall automatically progress to level 2 on satisfactory completion of the probation period.
- 18.2 Engineering Repair Tradesperson Level 2:
- 18.2.1 Craftsperson working within one of the three broad engineering streams, integrating work functions to a practical degree across allied trades within that stream to provide sufficient flexibility to accommodate the completion e.g. tasks within the stream and/or performing higher level technical tasks within a core trade stream.
 - 18.2.2 Levels of integration of skills across allied trades and higher level tasks have yet to be detailed, however, it is proposed that each tradesperson will work within all facets of their trade as a basic requirement.
 - 18.2.3 Has completed skill modules relevant to the position. Responsible for minor testing and quality assurance of own work, assists in the provision of on-the-job training in conjunction with trainers and others, performs and assists in the basic production and materials scheduling and the documentation of records associated, all duties of Level 1 craftsperson within the same engineering stream as required, exercises discretion within the scope of this grade, works under

general supervision either individually or in a team environment, provides trade guidance and assistance as part of a work team, undertakes fault finding testing and inspections within their trade team.

18.3 Engineering Repair Tradesperson Level 3

18.3.1 Craftsperson working with levels of integration skills into other streams to allow completion of tasks across a broad stream base and/or perform additional higher level tasks within a core trade.

18.3.2 Level of integration of skills across allied trades and streams and higher level tasks have yet to be detailed, however, it is proposed that each tradesperson will work within all facets of their trade as a basic requirement. Has completed skill modules relevant to the position, assists in the provision of training in conjunction with trainers and others, performs and assists in production and materials scheduling and the documentation of records associated, responsible for testing, diagnoses and fault finding of own work, understands and implements casualty control techniques.

18.3.3 Performs all functions of Level 1 and Level 2 within the same stream required. Provides trade guidance and assistance as part of a work team, works under general supervision either individually or in a team environment, utilises high precision trade skills using various materials and or specialist techniques, where applicable to the industry e.g. applies basic computer numerical control and numerical control techniques.

18.3.4 Where applicable, be the holder of appropriate Motor Vehicle Repair Industry Authority Certificate.

18.3.5 Optional supervisory training available, which is not a criterion for progression to Level 4.

18.4 Engineering Repair Tradesperson Level 4

18.4.1 Craftsperson working in other streams to complete the whole task within their skill levels and/or performing tasks of a high technical nature, e.g. condition monitoring, fault finding and diagnosis, performance testing and repair.

18.4.2 Has completed skill modules or other training relevant to and required by the position, assists in the provision of on-the-job training in conjunction with trainers and others, performs and assists in production and materials scheduling and the documentation of records associated, prepare reports of a high standard, provides trade guidance and assistance as part of a work team, responsible for quality assurance functions, typically performs operations on machinery or equipment which utilises complex electrical/electronic circuitry or hydraulic/pneumatic controls and exercises technical skills with associated programming, works under limited supervision either individually or in a team environment, works on complex or intricate interconnected electrical circuits.

18.4.3 Works on instruments, which make up a complex control system, which utilises some combinations of electrical, electronic, mechanical or fluid power principles, applies advanced computer numerical control techniques, works on complex radio/communication equipment.

18.5 Leading Hand

18.5.1 Craftsperson undertaking trades based work at Level 4 and supervisory duties above and beyond an Employee at Level 4. Leading Hands have completed management development or related training and undertakes training of other Employees to the level of his/her skills.

18.5.2 Supervises, develops and co-ordinates the performance of trades, non-trades maintenance Employees and contractors on a daily basis, as required, to ensure timely and efficient completion of tasks. Undertakes administrative tasks and maintains all associated maintenance records to support daily operations. Assists management with all activities in implementing

organisational strategies, coordinates workshop resources and activities to support business requirements.

18.5.3 Craftsperson working at Level 4 efficiently performing tasks of an advanced technical nature to meet operational, business and regulatory requirements.

18.6 Engineering Repair Assistant - Level 1 (new Employees)

18.6.1 Relativity - Approximately 80% of tradesperson's Award rate ERT Level 1.

18.6.2 An Employee at this level performs routine duties essentially of a manual nature and to the level of his/her training. An Employee will remain in this classification for a minimum period of six months and a maximum period of eighteen months. During that period of service his/her duties will include:

- (a) General labouring
- (b) Routine cleaning of buses, Depot facilities including amenities
- (c) Exercising minimal judgement
- (d) Working under direct supervision
- (e) Undertaking structured training so as to enable progression to Level 2, subject to subclause 17.6.

18.7 Engineering Repair Assistant - Level 2

18.7.1 Relativity - Approximately 85% of tradesperson's Award rate ERT Level 1.

18.7.2 An Employee at this level will have completed up to three months of structured training so as to enable the Employee to perform work within this level. An Employee at this level performs work above and beyond the skills of an Employee at Level 1 and to the level of his/her training. Duties will include:

- (a) All labouring, cleaning, fuelling and Depot driving either individually or in a team environment;
- (b) Undertaking basic quality control/assurance procedures for his/her work environment;
- (c) Maintaining basic record systems;
- (d) Operating Machinery e.g. Industrial Sweeper, Bus Wash, Industrial Vacuum, Lifting Appliances, Streamspray, Hand Trolleys, Pallet Trucks;
- (e) Holders of Class C licences may be required to drive vehicles up to 2 tonnes, unloading store trucks;
- (f) Works under direct supervision or individually under general supervision;
- (g) Undertakes training so as to enable progression to Level 3, subject to subclause 17.6.

18.7.3 Trainee Storeperson will perform basic inventory control and record keeping, receiving, dispatching, issuing, distributing, sorting, checking, packing, documenting and recording of stores, materials and components.

18.8 Engineering Repair Assistant - Level 3

18.8.1 Relativity - Approximately 87.5% of tradesperson's Award rate ERT Level 1.

18.8.2 An Employee at this level will have completed a technical college certificate or up to 6 months equivalent of structured training so as to enable the Employee to perform work at this level. An Employee at this level performs work up to, including and beyond the skills of an Employee at Level 2 and to the level of his/her training. Duties will include:

- (a) Labouring, cleaning, fuelling, Depot driving as required;
- (b) Operating machinery and equipment requiring the exercise of skills and knowledge beyond that of an Employee at Level 2;
- (c) Undertaking quality control/assurance procedure for his/her work;
- (d) Exercising discretion within his/her level of skills of training;
- (e) Maintaining record systems;
- (f) Performing oiling and greasing functions;
- (g) Assisting tradespersons as required, exercising some non-trades engineering skills;
- (h) Basic keyboard skills and data entry of records;
- (i) Operating mobile equipment;
- (j) Working under routine supervision either individually or in a team environment;
- (k) Assisting in the provision of on-the-job training for Levels 1 and 2 in conjunction with tradespersons and supervisor trainees;
- (l) Undertakes training so as to enable progression to Level 4, subject to subclause 17.6.

18.9 Engineering Repair Assistant - Level 4

18.9.1 Relativity - Approximately 92.5% of tradesperson's Award rate ERT Level 1.

18.9.2 An Employee at this level will have completed a technical college certificate or up to twelve months equivalent of structured training so as to enable the Employee to perform work at this level. An Employee at this level performs work above and beyond the skills of an Employee at Level 3 and to the level of his/her training. Duties will include:

- (a) Performing tasks using basic written, spoken or diagrammatic instruction in conjunction with supervisors/trainees;
- (b) Coordinating work in a team environment or works individually under minimal supervision;
- (c) Being responsible for assuring the quality of his/her own work and performs basic quality checks on the work of others, supervising cleaning operations;
- (d) Using tools and equipment within the scope (basic non-trades) of maintenance of vehicles;
- (e) Stripping/rebuilding tyres to rims, carrying out minor repairs to tyres, changing wheels and all work associated therewith;
- (f) Maintaining record systems and compile reports;
- (g) Performing all lubrication and fuelling functions;
- (h) Operating machinery and equipment including lifting equipment, fork lift and cranes.

18.10 Storepersons - Jointly developed Employer and Employee competencies for Storeperson Level 1 and 2 will be utilised to assess and develop Storepersons covered under this Award.

18.11 Storeperson Level 1

18.11.1 Relativity - Approximately 92.5% of Tradespersons Award rate ERT Level 1.

18.11.2 An Employee at this level will have completed a technical college certificate or up to twelve months structured training so as to enable the Employee to perform work at this level. An Employee at this level performs all of the work of ERA Level 4 and to the level of his/her training and stores duties as follows:

- (a) Licensed operation of all materials handling equipment;
- (b) Using tools and equipment within the scope of the stores operations;
- (c) Intermediate computer and keyboard skills;
- (d) Driving vehicles of up to 10 tonnes capacity;
- (e) Locating, receiving, checking, issuing and despatching and delivery of stores;
- (f) Arranging routine transport as required;
- (g) Maintaining inventory systems, stock levels, undertaking stock checking, stock taking, and cycle counting functions as required;
- (h) Responding to stores customer needs as required;
- (i) Maintaining record systems and files;
- (j) Using a range of office equipment;
- (k) Planning and organising personal work activities;
- (l) Following organisational stores procedures;
- (m) Applying organisational WHS, environment, dangerous goods and regulatory procedures;
- (n) Training stores personnel within skill levels.

18.12 Storeperson - Level 2

18.12.1 Relativity- Approximately 98.6% of tradesperson's Award rate ERT Level 1.

18.12.2 An Employee at this level will have completed a relevant technical college certificate, or possess experience at Storeperson Level 1 having received twelve months structured training so as to enable the Employee to perform work at this level. An Employee at this level performs all of the work of Storeperson Level 1 and to the level of his/her training and the stores duties as follows:

- (a) Drafting correspondence;
- (b) Producing reports, using and analysing information;
- (c) Planning and organising team or personal work activities;
- (d) Maintaining warehouse/stores workflow;

- (e) Planning, organising and locating stock in warehouse/store sub sections as required;
- (f) Identifying and rectifying problems and deficiencies with storage and supply;
- (g) Implementing routine solutions and monitoring effectiveness;
- (h) Recommending and applying specific product and inventory knowledge to respond to stores and customer needs;
- (i) Arranging unusual or non-routine transport as required;
- (j) Applying and promoting quality and continuous improvement;
- (k) Identifying development needs of, and training stores personnel, assisting with evaluation and records.

PART IV - EMPLOYMENT RELATIONSHIP

19. Employer and Employee Duties

- 19.1 With the exception of Casual Employees, all Employees covered by this Award shall be deemed to be employed by the week.
- 19.2 The Employer may direct an Employee to carry out such duties where practical, as are within the limits of the Employee's skills, competence and training consistent with the classification levels.

20. Performance of Work

All Employees shall carry out the duties as directed by their supervisor/manager, provided the duties to be performed are within their skill, competence and training.

21. Employment Relationship

- 21.1 Subject to the terms contained in this clause an Employee covered under this award can be engaged on a full time, part time, casual (subject to clause 27) or temporary basis (subject to clause 26).
- 21.2 All Employees covered under this award can be employed on a part time basis on request, in accordance with Part 5 of the *Industrial Relations Act 1996* (NSW), subject to the agreement of the Employer.
- 21.3 Part time employment may be offered to Engineering Repair Assistants employed to undertake bus cleaning functions.
- 21.4 Nothing in this Award prevents a party to this award from making an application in accordance with section 21(1)(f) of the *Industrial Relations Act 1996* (NSW) for part time Employees in other areas covered by this Award.
- 21.5 Employees engaged on a part time basis will work, on average, less ordinary hours per week than Employees engaged on a full-time basis (i.e. less than 38 ordinary hours per week) and receive on a pro rata basis the equivalent pay and conditions of full time Employees of the same classification.
- 21.6 Part time Employees will only be entitled to overtime rates for hours worked where a full time Employee would ordinarily receive overtime rates had they worked those hours (e.g. more than 38 hours per week).

22. Contracting

- 22.1 Maintenance work may be contracted out to meet peak demands, special projects and the need for specialised skills unavailable in house.

- 22.2 Wherever practicable the Employer will use existing Employees to carry out work within their capabilities to achieve the requirements of genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.
- 22.3 Prior to work being contracted out, management will consult with the relevant union delegates on the scope of work, reason and circumstances for the decision.
- 22.4 Every effort will be made to minimise the use of contractors by adopting a skill transfer strategy to ensure that specialised skills held by contractors are transferred to Employees where appropriate.

23. Apprenticeships, Traineeships and Cadetships

- 23.1 The Employer is committed to the apprenticeship program. The number of apprentices is based on business needs and natural attrition rates or qualified trade Employees.
- 23.2 During the life of the Award, the Employer is prepared to review the yearly intake of apprentices.
- 23.3 The engagement of apprentices and trainees is governed by the applicable NSW legislation.
- 23.4 Apprentices and trainees undertake training in compliance with the Australian Quality Training Framework (or equivalent) as amended from time to time.
- 23.5 Where the Employer proposes to employ apprentices or trainees in a new classification, State Transit will consult with the relevant Union/s on the proposal.
- 23.6 The Employer may employ trainees using the Australian Apprenticeship Incentive Program (AAIP) or equivalent, where applicable. AAIP allows existing Employees to be considered as trainees for the purpose of acquiring recognised industry qualifications. This does not alter the classification or entitlements of existing Employees.
- 23.7 The minimum weekly wage for an apprentice will be derived by applying the relevant yearly percentage (%) shown below, to the rate of pay of an Engineering Repair Tradesperson Level 1, as shown in Schedule A. This pay rate will be exclusive of any relevant allowances payable, e.g. Industry Allowance and Tool Allowance.

YEAR	PERCENTAGE
First Year	50%
Second Year	60%
Third Year	75%
Fourth Year	88%

24. Adult Apprentice Wage Rates

- 24.1 Where an Employee is engaged under this Award as an Engineering Repair Assistant or Storeperson prior to becoming an adult apprentice, they shall receive whichever is the greater between the rate of pay for the position previously held and that for an apprentice.
- 24.2 Subject to the exclusion of adult apprentices nominated under this Award, all other adult apprentices shall be paid whichever is the greater of an Engineering Repair Assistant Level 2 as provided for under this Award, or the rate of an Apprentice.
- 24.3 An adult apprentice is an apprentice engaged by State Transit after turning 21 years of age.

25. Apprentices

- 25.1 Apprentices shall be employed in one or more of the following trades: Electrical Fitter, Electrical Mechanic, Motor Mechanic, Auto Electrician, Body Builder, Panel Beater, Vehicle Painter and any other calling to meet the Employer's trade requirements.

- 25.2 The probationary period of an apprentice shall be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State legislation but shall not exceed three months.
- 25.3 All apprentices shall attend the appropriate technical courses.
- 25.4 The terms of this Award will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority. Subject to appropriate State legislation, the Employer shall not employ an unapprenticed junior for a trade or occupation provided for in this clause.
- 25.5 Apprentices attending technical colleges or schools or registered training organisations or TAFE and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.
- 25.6 Except as provided in this clause or where otherwise stated all conditions of employment specified in the Award shall apply to apprentices. Notice of termination and redundancy provisions shall not apply to apprentices. The ordinary hours of employment of apprentices shall not in each enterprise exceed those of the relevant tradesperson.
- 25.7 The wage rates of apprentices as specified in subclause 23.7 may be varied with the approval of relevant parties to the Award according to the apprentice affected, and the relevant apprenticeship authority to allow for progression between wage levels based on the gaining of agreed competencies and/or modules instead of the year of the apprenticeships. For example, the appropriate proportion of the minimum training requirement associated with the year of the apprenticeship could only be used to identify progression from one percentage rate to the next.
- 25.8 No apprentices under the age of 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in an emergency, work or be required to work, overtime, or shift work, at times, which would prevent their attendance in training consistent with the contract of the training agreement.
- 25.9 No apprentice shall work under a system of payment by results.
- 25.10 Lost time apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to Annual Leave or Long Service Leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours shall be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

26. Temporary Staff/Employees

- 26.1 It is agreed that temporary staff can be employed within the Bus Engineering Division.

Temporary staff will be recruited for special project work of a fixed duration that is over and above normal work requirements of full time Employees, or where there is a shortage of staff due to sickness, Extended Leave etc. that will entail or involve greater than four weeks work. The employment of temporary staff will not impinge upon permanent Employees but will serve as a management tool to reduce excess hours of work and to meet work requirements. The following conditions are to apply to the employment of temporary staff:

- 26.2 Subject to paragraph 26.2.2 herein Employees and Employee representatives are to be consulted 30 days prior where special projects are involved, seven days when staff shortage occurs due to long term unforeseen circumstances, before employing temporary staff.

26.2.1 All avenues of using existing State Transit Employees are to be explored.

26.2.2 Temporary Employees are to be directly employed by State Transit.

26.2.3 Temporary Employees will be entitled to the same wages and conditions of full time Employees, except for study assistance and appeal rights with Sick Leave available only when accrued.

26.2.4 Temporary Employees will receive the same pass entitlements of full time Employees.

26.2.5 Temporary Employees will be employed for no less than one month and where required for greater than 12 months to be permanent staff.

26.2.6 Services may be terminated at any time by either party, providing one week's notice is given.

26.2.7 Temporary staff will not be utilised to cover current Annual Leave clearance.

27. Non Trade Related Bus, Yard and Depot Facilities Functions

- 27.1 All Duties and functions not related to the repair and mechanical maintenance of buses, and the duties and functions related to the cleanliness and general appearance of depot yards will be undertaken by non-trade employees covered by this award. This will include, but not be confined to, the cleaning of buses, yards and depot facilities.
- 27.2 Existing employees of STA who currently undertake such duties and are classified as Engineering Repair Assistants remain covered by the terms and conditions of this award on and from the date of operation of this award.
- 27.3 Employees employed after the commencement of this award to undertake such duties described above shall be covered exclusively by the terms and conditions of this award.
- 27.4 Existing employees of STA who currently undertake such duties and are not classified as Engineering Repair Assistants shall have the option of transferring to the terms and conditions of this award.
- 27.5 Under this clause a 'Casual Employee' shall mean an Employee who is engaged and paid as such.
- 27.6 Casual Employees shall be paid at an hourly rate equal to the appropriate hourly rate prescribed for a full-time Employee for such work with the addition of a 20% casual loading. In the event a casual Employee becomes a full time or part time Employee, the casual loading will not be payable.
- 27.7 A Casual Employee when working on a holiday or any time for which a weekly Employee is paid above the weekly Employee's ordinary rate or pay, must be paid the appropriate rate paid to the weekly Employee of the same class working at such time with the addition of 20%.
- 27.8 The casual loading is in recognition of the casual nature of the employment and compensates the Employee for all leave, and all incidence of employment, except overtime, unless prescribed otherwise e.g. Legislative provisions that may provide Long Service Leave for Casual Employees.
- 27.9 Unless prescribed otherwise, casuals are not entitled to any paid leave.
- 27.10 A casual Employee required to attend for duty and who does attend for duty, shall be entitled to a minimum payment of three hours' work at the appropriate rate.
- 27.11 State Transit shall not require an existing permanent Employee to become a casual Employee.
- 27.12 State Transit shall take all reasonable steps to provide Employees with secure employment by maximising the number of permanent positions in the workforce. A casual Employee may be employed to meet intermittent, short term, irregular work requirements or where a legitimate need for casual Employees arises.
- 27.13 A casual's employment commences at the beginning of a particular shift and ceases at the end of that shift.

- 27.14 Only the relevant provisions of this Award will apply to casual Employees, that is the provisions that would ordinarily apply to casual Employees. The following clauses of this Award specifically do not apply to casual Employees:
- 27.14.1 Clause 16 - Career Path, and Clause 17 - Career Path Development
 - 27.14.2 Clause 28 - Abandonment of Employment
 - 27.14.3 Subclause 29.2 - Notice of Termination
 - 27.14.4 Clause 30 - Job Security
 - 27.14.5 Clauses contained in Part VI - Leave and Public Holidays, of this Award with the exception of subclauses 51.7 and 51.8 which will continue to apply to casual Employees required to work on a public holiday, and clause 45 - Parental Leave (which only applies to Regular casual Employees).
 - 27.14.6 Clause 55 - Salary Sacrifice for Superannuation.
 - 27.14.7 Clause 59 - Training, Clause 60 - Training Costs, and Clause 62 Training for Relief Leading Hands
- 27.15 Notwithstanding the intentions of sub-clause 27.3 a party to this Award is at liberty to make an application in accordance with section 21(1) (g) of the *Industrial Relations Act 1996* (NSW) for casual Employees in all areas covered by this Award.

28. Abandonment of Employment

- 28.1 Where an Employee, within a period of 21 days from their last day of scheduled attendance for work, fails to establish, to the satisfaction of the Employer, that their absence is for a reasonable cause, the Employee will be deemed to have abandoned their employment.
- 28.2 Prior to employment being deemed to be abandoned, the following procedure will be applied by the Employer:
- 28.2.1 The Employer will forward a letter (the First Letter) by registered mail or courier to the last known address of the Employee requesting the Employee contact the Employer within seven (7) days of the date of service of the First Letter and provide a satisfactory explanation for their absence.
 - 28.2.2 Where an Employee contacts the Employer and claims their absence is due to illness or injury, the Employer will allow a period of seven (7) days from the date of service of the First Letter for the Employee to supply a medical certificate/s supporting the whole of the absence.
 - 28.2.3 Where the Employee fails to acknowledge the First Letter or no satisfactory explanation or supporting medical certificate supporting the whole of the absence is provided by the Employee to the Employer, a second letter (the Second Letter) will be sent to the Employee advising the Employee to contact the Employer within seven (7) days of service of the Second Letter.
 - 28.2.4 The Second Letter shall include advice to the Employee that their employment will be deemed to have been abandoned if they continue to fail to attend for work or fail to provide a satisfactory explanation or medical certificate supporting the whole of the absence.
- 28.3 For the purpose of this clause service of the First Letter and/or Second Letter will be effected by means of either personal service or by leaving the letter at the last address nominated by the Employee to the Employer as their home address.

29. Termination of Employment

29.1 State Transit shall, upon receipt of a request from an Employee whose employment has terminated, provide to an Employee a written statement specifying the period of his or her employment and the classification of or type of work performed by the Employee. This will be provided where practical on the last day of work or as agreed with the Employee.

29.2 Notice of Termination

29.2.1 In order to terminate the employment of an Employee the Employer must give to the Employee the following notice:

Period of service	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

29.2.2 In addition to the notice in 29.2.1, Employees over 45 years of age at the time of giving of the notice with not less than two years service, are entitled to an additional weeks notice.

29.2.3 Payment in lieu of the notice prescribed in 29.2.1 and 29.2.2 must be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

29.2.4 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had their employment not been terminated, must be used.

29.2.5 The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the cases of apprentices or casual Employees.

29.3 Upon termination of employment wages due to an Employee shall be paid on the day of such termination or forwarded by post on the next working day.

29.4 Where an Employer has given notice to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

30. Job Security

30.1 State Transit is unable to provide an unequivocal assurance that at some time in the future, circumstances will not change and that State Transit will not seek changes to bus maintenance functions that could have an impact on staffing levels. Excess staff will be managed in accordance with State Government and State Transit policies for the management of excess staff.

30.2 The object of this Award is to support our planned growth of business by increasing efficiency and productivity through a cooperative approach between management and Employees.

PART V - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

31. Ordinary Hours of Work

31.1 Where not already applicable, the ordinary hours of work will be 152 hours over a four-week work cycle.

- 31.2 The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week subject to subclause 31.4.
- 31.3 The ordinary hours of work prescribed herein for day workers shall be between 6.00am and 6.00pm, provided the spread of hours may be altered by mutual agreement between the Employer and the majority of Employees in the section or sections concerned. Provided further that work prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.
- 31.4 The ordinary hours prescribed herein shall not exceed twelve hours in any day, provided that in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the Employer and the majority of Employees in the section or sections concerned, and relevant unions.
- 31.5 Ordinary hours of labour may be worked to provide for one hundred and fifty-two (152) hours work in four weekly cycles to enable Employees to have additional time-off duty by accruing additional working time on other working days. Such hours are to be arranged within shift limits specified in 31.3.
- 31.6 Employees off duty on paid Sick Leave, approved leave, Annual Leave, Jury Service, Bereavement Leave or on public holidays shall not have their entitlement to a rostered day off affected.
- 31.7 Subject to Employer approval, an Employee may alter the day due to be a rostered day off.
- 31.8 Employees directed to attend duty but not required or who have been directed to attend and subsequently told that they are not required on that day shall be paid a half of a days pay unless notice that they will not be required has been given at their residence two hours before the time at which they were to commence duty, or prior to leaving their residence to attend duty where the normal travel time between residence and place of work is greater than two hours.

32. Shift Work

- 32.1 Definitions for the purpose of this clause:
- 32.1.1 Afternoon shift means any shift finishing after 6.00pm and at or before midnight.
- 32.1.2 Night shift means any shift finishing subsequent to midnight and at or before 8.00am.
- 32.1.3 Regular afternoon or night shift means an afternoon or night shift, which by established custom, constitutes a normal feature of the work for any group or class of Employees and which is normally in operation for at least five nights each week; where such shifts are not a normal feature of the work for any group or class of Employees and should they be introduced they shall be regarded as regular afternoon or night shifts after they have been in operation for more than four consecutive weeks.
- 32.1.4 A shift worker is an Employee who works regularly (day by day) to a roster which provides for work being performed during hours which result in a shift work allowance entitlement, or an Employee who works regularly to a roster which provides for work being performed on seven days of the week.
- 32.2 Employees working on afternoon or night shift shall be paid as follows:
- 32.2.1 Regular afternoon or night shifts - those required to take their turn on regular afternoon or night shifts shall be paid 15 per cent more than the ordinary rate for each such shifts worked.
- 32.2.2 Other than regular afternoon or night shifts - when other than regular afternoon or night shifts are worked Employees called upon to work such shifts shall be paid for the first five nights then shifts after the first five nights up to a period of four weeks from the commencement of such shifts shall be paid at the rate of 20 per cent more than the ordinary rate for each of such shifts

worked; if the shifts continue for more than four weeks then Employees working on such shifts shall be paid at the rate of 15 per cent more than the ordinary rate of each of such shifts worked.

32.2.3 Provided that an Employee who is required to work night shifts only shall be paid at the rate of 30 per cent more than the ordinary rate for each such shift worked for all time worked during hours on such shifts.

33. Overtime

33.1 All time worked outside the ordinary hours work of a full time Employee on any given day or week shall be at time and a half for the first three hours and double time thereafter, except Sundays which shall be paid at double time.

33.1.1 All time worked on a Sunday shall be paid in accordance with clause 35 of this Award. Overtime performed on a Sunday stands alone and is not included in the calculation of weekly overtime.

33.2 For the purpose of this clause, ordinary hours shall mean the hours worked and fixed in accordance with Clause 31 - Ordinary Hours of Work, and Clause 32 - Shift Work, of this Award.

33.3 The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by 38, even in cases when an Employee works more than 38 ordinary hours in a week.

33.4 The Employer may require any Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirements.

33.4.1 Subject to subclauses 33.7 and 33.9, there will be no minimum hours of overtime to be worked with overtime to be determined by the Employer.

33.5 Rest period after overtime

33.5.1 When overtime is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between the work of successive days.

33.5.2 No Employee shall be required to commence a new shift at ordinary rates within ten hours of the conclusion of his/her previous shift except for the purpose of change of regular shift. If the Employee is required to commence a new shift within ten hours of conclusion of the previous shift and it is not for the purpose of regular change of shift, the Employee shall be paid for such shift at overtime rates. This subclause does not apply where shifts are changed to meet the Employee's convenience. For the purpose only of this subclause overtime worked on any day shall be disregarded.

33.5.3 If on the instruction of the Employer such an Employee resumes or continues work without having had such ten consecutive hours off duty the Employee shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until having had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.

33.6 The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if eight hours was substituted for ten hours when overtime is worked:

33.6.1 For the purpose of changing shift rosters;

33.6.2 Where a shift worker does not report for duty;

33.6.3 Where the shift is to be arranged between the Employees themselves.

33.7 Call back

- 33.7.1 An Employee required after the usual working hours to attend the Employer's establishment to work (whether notified before or after leaving the premise) shall receive a minimum payment equivalent to three hours work at the appropriate overtime rate for each time recalled. Provided, that except in the case of unforeseen circumstances the Employee shall not be required to work the full three hours if the job recalled to perform is completed within a short period of time. This subclause shall not apply in cases where it is customary for an Employee to return to the Employer's premise to perform a specific task outside the ordinary working hours, or completion or commencement of ordinary working time.
- 33.7.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause 33.5 of this clause when the actual time worked is less than three hours on such recall or on each of such recalls.

33.8 Crib time

- 33.8.1 Where more than one and a half hours overtime is required to be worked immediately after ordinary working hours, or after what would be the ordinary working hours if the Employee was working on a day ordinarily off duty, and the exigencies of the service permit, an Employee before starting to work such overtime shall be allowed a paid crib break of twenty minutes.
- 33.8.2 An Employee who works four hours overtime after having had the crib break provided in paragraph 33.8.1 shall be allowed a further crib break of twenty minutes without deduction of pay if required to continue working.
- 33.8.3 An Employee recalled for duty after ceasing work on one shift and before commencing work on the next shall be allowed a crib of twenty minutes without deduction of pay after having worked four hours overtime and required to continue at work. If required to work more than four hours additional overtime at the conclusion of such crib, the Employee shall be allowed a further crib of twenty minutes without deduction in pay.

33.9 Short notice pre-start

- 33.9.1 An Employee who has been contacted since the conclusion of their last shift and prior to attending their next shift for the purpose of working overtime prior to, and in association with the commencement of their normal shift, shall be required to work a minimum of two hours overtime at the appropriate overtime rates. This provision does not impact on the 'call back' provisions as provided for in subclause 33.7.

- 33.10 All overtime shall be worked to comply with relevant Heavy Vehicle Fatigue Management Regulation/s and or Fatigue Management Guidelines.

34. Saturday Time

- 34.1 Ordinary hours worked on a Saturday shall be paid at the rate of time and a half.

35. Sunday Time

- 35.1 Time worked on a Sunday shall be paid at the rate of double time.
- 35.2 Notwithstanding anything elsewhere provided in this Award, the Employer shall not be required to pay more than double time in respect of any work performed between midnight on Saturday and midnight on Sunday.

36. Rosters

- 36.1 Rosters shall be built to meet the operational needs of the business with the emphasis on routine servicing and maintenance activities being performed at times outside of operational peak bus requirements.
- 36.2 It is acknowledged by the parties that changes in operational peak bus requirements/service provisions may impact on both maintenance staff numbers and maintenance workshop locations as required. Rosters are to be arranged in such a manner, to ensure that the most economical and appropriate level of coverage is made available.
- 36.3 Operational and business requirements that may require alterations to existing rostering arrangements include:
- 36.3.1 Staff classification type and numbers in a location;
 - 36.3.2 Actual work location including redeployment to another work location;
 - 36.3.3 Shift start and finishing times;
 - 36.3.4 Rostered day off patterns;
 - 36.3.5 Mutually agreed flexible rostering initiatives; for example 9 day fortnight.
- 36.4 Consultation regarding change is to take place as per clause 37, clause 64 and subclause 9.6 of this Award.
- 36.5 Rosters shall be constructed and maintained to ensure that all hours worked shall comply with relevant Heavy Vehicle Fatigue Management Regulation/s.

37. Rostering Arrangements

- 37.1 Consultation is to take place with staff as to proposed changes to a master roster.
- 37.2 Where the master roster is to be changed, the Employees affected are to be notified of the change as soon as practicable, with the minimum notification to be 28 days. The following procedures are to apply during those 28 days:
- 37.2.1 In week 1, rosters are displayed and Employees are to raise with local management any issues of concern.
 - 37.2.2 In week 2, roster is modified on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters.
 - 37.2.3 In week 3, rosters are reposted and to commence in two weeks.
 - 37.2.4 In week 5, rosters commence.
- 37.3 In the construction of rosters the critical element is to ensure sufficient staff is available to meet operational requirements and to maintain the standards as set by the relevant Regulator.
- 37.4 Without diminishing the responsibilities and requirements as nominated in clause 38, consideration is to be given to travel arrangements of Employees when constructing rosters.

38. Change of Shift

In the event of a change of shift being necessary and there is a relief line, the relief will cover the shift, provided they are given at least 48 hours notice of the change. Where there is no relief line, another Employee within the classification will cover the shift on the basis of agreed arrangements at the local level. Where there

are no agreed arrangements in place and no volunteers, the last person employed at the location, on the shift not required (i.e. if a day shift is not required then the last employed at the location working day shift) is to receive at least 48 hours notice of the change.

39. Higher Duties

- 39.1 An Employee may be required to act in a higher grade, where such higher grade is a classification in the normal line of progression.
- 39.2 An Employee temporarily acting in the higher grade shall be paid whilst so employed, the rate applicable if the Employee were appointed to that grade.
- 39.3 The relevant rate and conditions applying to the higher grade position shall be the rate and conditions that apply to the Employee while they are acting in the higher grade position.
- 39.4 Where an Employee is required to act in a higher grade for two hours or more on any day or shift the Employee shall be paid the rate for the higher grade for the full day or shift.
- 39.5 An Employee required to act in a higher grade position shall not receive less payment than the Employee would have received had the Employee remained in his/her classified position and performed the ordinary hours associated with that position.

40. Attending Office

- 40.1 Where the Employer requires an Employee to:
- 40.1.1 attend the Employer's premise or elsewhere to answer complaints, furnish reports, and supply statements and/or affidavits; or
- 40.1.2 attend any court or coronial inquiry,
- the Employee shall be paid for all time spent at ordinary rates and shall be reimbursed any excess travelling time and expenses for rail and/or bus services.

41. Meal and Rest Breaks

- 41.1 An Employee shall not be required to work for more than five hours without a break for a meal.
- 41.2 Except where any alternative arrangement is entered into as a result of in-plant discussions, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is allowed.
- 41.3 In cases of Employees being required to work through the meal break a paid crib break of twenty minutes will be allowed.
- 41.4 If a rest break is granted, it shall be at the Employer's time.

PART VI - LEAVE AND PUBLIC HOLIDAYS

42. Annual Leave

- 42.1 Employees shall be entitled to Annual Leave as prescribed by the *Annual Holidays Act 1944* (NSW).
- 42.2 Annual Leave Loading
- 42.2.1 An Employee who has been a shift worker for greater than six months in the previous twelve months prior to commencing Annual Leave shall be paid a loading at the rate of 20 per cent of the appropriate weekly wage.

42.2.2 Any other Employee when proceeding on Annual Leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage.

43. Long Service Leave

Employees shall be entitled to Long Service Leave as prescribed in relevant legislation.

44. Personal Leave

44.1 Personal Leave consists of the following three types of leave:

44.1.1 Sick Leave;

44.1.2 Carer's Leave; and

44.1.3 Compassionate/Bereavement Leave

44.2 All Employees, other than casual Employees, will be entitled to Personal Leave in accordance with this clause.

44.3 For the purpose of this clause the entitlement to use sick leave in accordance with this clause for Carer's leave is subject to:

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

44.3.2 A spouse of the staff member; or

44.3.3 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

44.3.4 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

44.3.5 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: -

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

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

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

44.3.9 Year means the period of twelve months from 1 January to 31 December inclusive.

44.3.10 Accumulated paid Sick Leave means paid Sick Leave which accrued to an Employee's credit in any previous calendar year which has not been cleared by the Employee as paid Sick Leave.

44.3.11 Current paid Sick Leave means paid Sick Leave that has accrued to an Employee's credit in the current year which has not been cleared by the Employee as paid Sick Leave.

44.4 Sick Leave

44.4.1 If an Employee is receiving workers compensation payments, they are not entitled to Sick Leave.

44.4.2 Subject to Subclause 45.5, Employees covered by this Award are entitled to 15 days (or equivalent) paid Sick Leave per year, provided;

- (a) Paid Sick Leave will be credited on a pro rata basis in the first year of service, and
- (b) Sick Leave not used in any year shall accumulate.

44.4.3 If an Employee is terminated by their Employer and is re-engaged on a permanent basis by the same Employer within a period of six months then the Employee's unclaimed balance of Sick Leave shall continue from the date of re-engagement.

44.5 Managing Sick Leave Related Absences

44.5.1 The parties have agreed to implement a range of strategies to reduce average Sick Leave levels for Employees covered under this Award and have committed to achieving a target level of an average of 9 days per year, per Employee.

44.5.2 The strategies to be implemented will include, but are not limited to, the following:

- (a) Employees are entitled to a maximum number of 5 non certified Sick Leave days allowed per year, however an Employee who has already had two paid Sick Leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid Sick Leave in that year of a duration of one day only, without production to the Employer of a certificate from a qualified medical practitioner certifying the Employee was unable to attend for duty on account of personal illness or injury.
- (b) Payment of Sick Leave is provisional on an Employee:
 - (i) Reporting the absence appropriately (that is as soon as reasonably practicable and prior to or at the commencement of a shift) as well as providing required information; and
 - (ii) An agreed minimum level of information being supplied including the nature of the illness or injury and the estimated duration of the absence (where 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 alternative manager, a Health Services Officer, or a member of the Human Resources Division).
- (c) Backdated medical certificates will only be accepted at the sole discretion of the Employer, and as defined by STA policies, based on the individual circumstances including the Employee's absence history.
- (d) The Employer will have sole discretion to accept other forms of evidence to satisfy that an Employee had a genuine illness based on the individual circumstances including the Employee's absence history.
- (e) Employees with an unacceptable attendance pattern may be placed on an absence management program, which may include withdrawal of any entitlement to non-certificated Sick Leave.
- (f) A requirement that any Employee on long term Sick Leave may be required by the Employer to participate in a return to work program.

44.5.3 For the purpose of this clause, Unacceptable Attendance Pattern means any pattern of absence, which the Employee's manager, on reasonable grounds, believes warrants the Employee being placed on an Absence Management Program, and includes:

- (a) Failure to comply with any aspect of State Transit's Sick Leave Policy (a copy of which can be accessed through State Transit's eLibrary), or an obligation imposed under the provisions of this clause.
- (b) Failure to produce a medical certificate or other satisfactory evidence to support an absence where the Employee was under an obligation to do so.

44.5.4 The following are provided as examples of attendance patterns which would require review by management and which may, provided there are reasonable grounds, result in an Employee being placed on an Absence Management Program:

- (a) A pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
- (b) High number of one to two-day unplanned absences, particularly for different reasons;
- (c) A pattern of unplanned Sick Leave immediately following or preceding RDO's, ADO's, Public holidays or Annual Leave;
- (d) Unplanned absences on a day which an Employee sought a day off, but which was not approved;
- (e) Unplanned absences on special events; or
- (f) Five or more absences (particularly single day absences) in a four month period.

44.5.5 An Employee with an unacceptable attendance pattern may be placed on an Absence Management Program. In administering Absence Management Programs, there is absolutely no intention by State Transit to place undue pressure on any Employee in genuine need of Sick Leave.

44.5.6 Absence Management Program Step 1 - Preliminary Discussion

- (a) The Employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.
- (b) If, following discussion and any necessary further investigation, the Employee's manager remains unsatisfied with the attendance pattern, the Employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an Absence Management Program. However, in exceptional circumstances, an Employee may be placed on an Absence Management Program at this point.

44.5.7 Absence Management Program Step 2 - Placement on a Program

Should an Employee's attendance pattern remain unsatisfactory, the Employee will again be interviewed by their manager. If, following the further interview, the Employee's manager remains unsatisfied with the attendance pattern, the Employee will be placed on an Absence Management Program which will include the following:

- (a) All unplanned absence due to personal illness or injury will need to be medically supported while the Employee remains on an Absence Management Program;
- (b) Regular review meetings between the manager and Employee as required;

- (c) Any unplanned absence will require approval and until the Employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to disciplinary action;
- (d) Medical examination by a State Transit Doctor as required, including when reporting unplanned absences due to personal illness or injury;
- (e) Written confirmation of placement on the Absence Management Program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

44.5.8 Absence Management Program Step 3 - Disciplinary Action

Where an Employee's attendance pattern remains unacceptable following implementation of steps 1 and 2, formal disciplinary action may be commenced against the Employee. However, disciplinary action may be commenced at any time prior to Step 3, in the event of unauthorised absences or failure to comply with any direction issued under the Absence Management Program.

44.5.9 Continuous Review

- (a) An Employee placed on an Absence Management Program will be subject to continuous review, and may be removed from the Absence Management Program, at any time, following demonstrated improvement in their attendance pattern.
- (b) Employees will be advised in writing of the decision to remove them from the Absence Management Program. However, should the Employee again come under notice for an unacceptable attendance pattern, the Employee may be placed back on an Absence Management Program

44.5.10 The parties agree that in order to give full effect to the provisions of this clause that:

- (a) the Employer's Sick Leave Policy and procedures may be varied during the life of this Award, including any variations which are necessary to give effect to the provisions of this clause;
- (b) Employees covered by this Award are under strict obligations to effectively manage their absence in order to achieve the targeted reduction in Sick Leave, and
- (c) the Unions party to this Award will work co-operatively with the Employer to ensure the implementation and success of the Absence Management Procedures outlined in this clause and achievement of the targeted reductions in average Sick Leave levels.

44.6 Carer's Leave

44.6.1 Subject to an Employee having sufficient paid Sick Leave available, Employees are entitled to use up to a maximum of ten days from their Sick Leave entitlement to use as Carer's Leave.

44.6.2 The entitlement to use up to a maximum of ten days per year as Carer's Leave does not accumulate from year to year.

44.6.3 An Employee may elect, with the consent of the Employer, to take unpaid leave as Carer's Leave.

44.6.4 Paid and unpaid Carer's Leave may be taken for part of a single day.

44.6.5 An Employee's entitlement to use paid or unpaid Carer's Leave is subject to:

- (a) the Employee having responsibilities in relation to either members of their immediate family or household who need their care and support when they are ill; and
- (b) the Employee being responsible for the care of the person concerned.

44.6.6 The Employee must establish 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, provided that:

- (a) the Employer may require an Employee to provide a medical certificate to support the application for Carer's Leave where:
 - (i) the period of Carer's Leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or
 - (ii) the Employee has exhausted all paid Carer's Leave; or
 - (iii) the Employee, within the current Year, has already cleared 5 days paid Carer's Leave, which were not supported by the production of a medical certificate; or
- (b) the Employee has been placed on an Attendance Monitoring Program and directed to supply medical certificates to support all future applications for Sick Leave and Carer's Leave.

44.6.7 In normal circumstances, an Employee must not take Carer's Leave under this clause where another person has taken leave to care for the same person.

44.6.8 The Employee must, where reasonably practicable, give the Employer notice prior to the absence of their intention to take leave, the name of the person requiring care and their 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 must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

44.7 Compassionate/Bereavement Leave

44.7.1 An Employee is entitled to up to two days paid leave on each occasion a member of the Employee's immediate family or household dies.

44.7.2 Proof of death must be provided to the satisfaction of the Employer.

45. Parental Leave

45.1 Parental Leave includes Maternity, Adoption Leave and 'Other Parent' Leave. Subject to the terms of this clause, Employees other than casuals are entitled to Maternity, Paternity and Adoption Leave and to request to work part time in connection with the birth or adoption of a child. An Employee, including a casual employee who has had at least twelve months continuous service, is entitled to Parental Leave in accordance with this clause and with the Employer's Parental Leave Policy. Continuous service for a casual means works on an unbroken, systematic and regular basis.

45.2 For the purposes of this subclause 'child' means a child of the Employee under the age of one except for adoption of a child where 'child' means a person under the age of five years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who had previously continuously lived with the Employee for a period of six months or more.

45.3 After an Employee has completed 40 weeks continuous service, and who has provided satisfactory evidence of being the primary carer for the child, they are entitled up to a combined total of 52 weeks

unpaid Parental Leave on a shared basis in relation to the birth or adoption of their child. For females, Maternity Leave may be taken, and for males, 'Other Parent' Leave may be taken. Adoption Leave may be taken in the case of adoption.

45.4 Parental Leave is to be available to only one parent at a time, except that both parents may simultaneously access Parental Leave in the following circumstances:

- (a) For maternity and other Parent Leave, an unbroken period of one week at the time of the birth of the child;
- (b) For Adoption Leave, an unbroken period of up to three weeks at the time of the placement of the child.

45.5 An Employee who is not eligible for Maternity Leave or Adoption Leave, may, in special circumstances, be granted 'Other Parent' leave to care for their child.

45.6 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.

45.7 Parental Leave is unpaid leave (unless provision for payment is made) and can consist of solely Parental Leave, or a combination of Parental, Annual and/or Long Service Leave if the Employee has accrued such leave.

45.8 An Employee taking Parental Leave must take any accumulated leave entitlements in excess of 40 days as part of Parental Leave.

45.9 An Employee must not unreasonably withhold notice of the intention to apply for Parental Leave.

45.10 Returning to work after a period of Parental Leave

45.10.1 An Employee is entitled to return from Parental Leave to the position substantially held immediately prior to going on Parental Leave if that position still exists. If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

45.10.2 An Employee may be granted further leave beyond 52 weeks from the date of birth. Any Employee taking further leave will be required to clear accumulated leave prior to commencing extended Parental Leave.

45.10.3 An Employee will notify of their intention to return to work after a period of Parental Leave at least four weeks prior to the expiration of the leave.

45.11 Notice of Parental Leave

45.11.1 An Employee will provide the Employer at least ten weeks prior to each proposed period of Parental Leave with:

- (a) For maternity and Other Parent Leave, a certificate from a registered medical practitioner which states they (or their spouse) is pregnant and the expected date of birth, and
- (b) Written notification of the dates on which they propose to start and finish the period of Parental Leave, and
- (c) A statutory declaration stating:
 - (i) the period of leave sought is so that they can be the primary caregiver to the child, and

- (ii) detail any particulars of any period of Parental Leave sought or taken by their spouse, and
 - (iii) that for the period of Parental Leave, the Employee will not engage in any conduct inconsistent with their contract of employment.
- 45.11.2 An Employee will not be in breach of this clause if failure to give the required notice period is because of the birth occurring earlier than the presumed date.
- 45.12 Replacement Employees
 - 45.12.1 A replacement Employee is an Employee specifically engaged, part time or full time, or temporarily promoted or transferred, as a result of an Employee proceeding on Parental Leave.
 - 45.12.2 Before an Employer engages a replacement Employee the Employer will inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- 45.13 Variation of Parental Leave
 - 45.13.1 Unless agreed otherwise between the Employer and Employee, an Employee may apply to their Employer to change the period of Parental Leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.
 - 45.13.2 Subject to subclause 47.5 and unless agreed otherwise between the Employee and Employer, an Employee may commence Parental Leave at any time within nine weeks immediately prior to the expected date of the birth and not more than 52 weeks after the date of the birth (or in the case of Adoption Leave upon the date of placement).

46. Maternity Leave

- 46.1 Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, an Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 46.2 Where the pregnancy of an Employee terminates after 28 weeks and the Employee has not commenced Maternity Leave, the Employee may take unpaid special Maternity Leave of such period as a registered medical practitioner certifies as necessary, except that where an Employee is suffering from an illness not related to the direct consequences of the birth an Employee may be entitled to paid Sick Leave in lieu of, or in addition to, special Maternity Leave.
- 46.3 Where Parental Leave is granted, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- 46.4 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of Maternity Leave.
- 46.5 If a transfer to a safe job is not practicable, the Employee may elect, or the Employer may require the Employee, to commence Parental Leave.
- 46.6 An Employee who has been granted Maternity Leave in accordance with this clause may apply to return from a period of full time Parental Leave on a part time basis or on a job share arrangement. Applications must be made in writing as soon as practicable, preferably before commencing Parental Leave, or at least four weeks before the proposed return date.

- 46.7 The Employer shall consider any request for a full time Employee to return to work from their period of Maternity Leave on a part time or job share arrangement having regard to the Employee's circumstances and the effect on the workplace and/or the Employer's business.
- 46.8 Paid Maternity Leave
- 46.8.1 A female Employee entitled to Parental Leave (i.e. completed at least 40 weeks continuous service) is entitled to paid Maternity Leave in accordance with this subclause.
- 46.8.2 An Employee is entitled to a maximum of 14 weeks paid Maternity Leave at their base rate. The paid leave can be taken in a lump sum at the commencement of Maternity Leave, or as half pay on a fortnightly basis while on Maternity Leave, or in any combination of these options.
- 46.9 Separate from paid Maternity Leave, an Employee may be paid accrued Annual and/or Long Service Leave as part of the Maternity Leave period. The accrued leave can be taken:
- (a) For accrued Annual Leave, in a lump sum payment at the commencement of Maternity Leave or as full pay while on Maternity Leave, or
 - (b) For accrued Long Service Leave, in a lump sum payment at the commencement of Maternity Leave or as full pay while on Maternity Leave or as half pay while on Maternity Leave.

Once all entitlements to pay have been exhausted, the balance of Maternity Leave will be unpaid.

47. Adoption Leave

- 47.1 Employees including a casual employee who has had at least twelve months continuous service are entitled to paid adoption leave in accordance with this clause and with the Employer's Adoption Policy. Continuous service for a casual means work on an unbroken, systematic and regular basis.
- 47.2 An Employee who has been granted Adoption Leave in accordance with this clause may apply to return from a period of full time Parental Leave on a part time basis or on a job share arrangement. Applications must be made in writing as soon as practicable, preferably before commencing Parental Leave, or at least four weeks before the proposed return date.
- 47.3 The Employer shall consider any request for a full time Employee to return to work from their period of Adoption Leave on a part time or job share arrangement having regard to the Employee's circumstances and the effect on the workplace and/or the Employer's business.
- 47.4 An Employer may require an Employee to provide confirmation from the appropriate government authority of the placement of the child for adoption.
- 47.5 Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- 47.6 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such a failure results from a requirement of an adoption agency to accept earlier or later placements of a child, the death of a spouse, or other compelling circumstances.

48. Domestic Violence Leave

Employees shall be entitled to Domestic Violence Leave in accordance with the Employer's Domestic Violence Leave policy, as amended from time to time.

49. Jury Service

- 49.1 A permanent Employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of

their attendance for such jury service and the amount of wages he or she would have received in respect of total ordinary time they would have worked had they not been on jury service.

- 49.2 An Employee shall notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the Employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

50. Blood Donors Leave

Employees are to receive paid leave pursuant to the Employer's Blood and Marrow Donation Policy. In arranging the leave, consideration is to be given to the fact that having given a donation of blood, Employees are not to drive a heavy vehicle for a period of at least eight hours or as recommended by the appropriate Authority.

51. Public Holidays

- 51.1 A permanent Employee under this Award is entitled to the following public holidays, without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day or Eight Hours Day, Christmas Day, Bank Holiday, and Boxing Day. Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.
- 51.2 Employees are only entitled to public holidays on days in which they would ordinarily be required to work, but for the public holiday occurring.
- 51.3 Where reasonably practicable an Employee shall be granted a day's leave, without deduction of pay, each calendar year to attend an approved picnic day. Such Employee if required to work on this day shall be granted a day's leave, without deduction of pay, in lieu thereof.
- 51.4 Substitution of certain public holidays, which fall on a weekend:
- (a) Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day;
 - (b) Where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day;
 - (c) Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.
- 51.5 By agreement between the Employer and the majority of Employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days. An Employer and an individual may also agree to the Employee taking another day as the public holiday in lieu of the day, which is being observed as the public holiday in the enterprise or relevant section of the enterprise.
- 51.6 In addition to the days described in subclause 51.1, any special days appointed by gazettal as a public holiday throughout the State or a locality shall be deemed to be a public holiday throughout the State or relevant locality for the purposes of this Award.
- 51.7 Payment for time worked on a public holiday -
- 51.7.1 Continuous shift workers required to work on a public holiday shall be paid at the rate of double time and a half for hours worked throughout ordinary hours. Continuous shift workers required to work overtime on a public holiday shall be paid at double time for the overtime performed on the public holiday. Continuous shift workers required to work on a public holiday shall be paid for a minimum of three hours work.

- 51.7.2 Day workers required to work on a public holiday shall be paid for a minimum period of three hours work at the rate of double time and a half. The double time and a half is to be paid until the Employee is relieved from duty.
- 51.8 Where an Employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the Employer, he or she will not be entitled to payment for the holiday.
- 51.9 Except as provided for in this subclause or subclause 51.10, where a full time Employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday the Employee is entitled to either:
- 7 hours and 36 minutes pay at ordinary rates; or
 - 7 hours and 36 minutes added to his or her Annual Leave; or
 - A substitute day off on an alternative weekday.

This shall apply to rostered days off which fall on a Saturday or a Sunday where the Saturday or Sunday is part of the normal working roster, and actually worked by the rostered employee, for at least 4 shifts during the preceding 12 months.

- 51.10 Where an employee has credited time accumulated, then such credited time should not be taken as a day off on a public holiday.
- 51.11 If an Employee is rostered to take credited time as a day off on a week day and such week day is prescribed as a public holiday after the Employee was given notice of the day off, then the Employer shall allow the Employee to take the time off on an alternative day.
- 51.12 Subclauses 51.10 and 51.11 above shall not apply in relation to days off which are specified in an Employee's regular roster or pattern of ordinary hours. Subclause 51.9 shall apply in such circumstances.

52. Clearance of Public Holidays and Picnic Days

Where an Employee is required to work on a proclaimed public holiday or picnic day, the Employee will have the option to be paid the monetary value for the day, foregoing accumulation for future clearance, or to accumulate the public holiday or picnic day for clearance with their accumulated leave for that year. If the public holiday or picnic day is not cleared it will be paid out with the final pay on or after 31 December of the year following accumulation.

PART VII - WAGES AND RELATED MATTERS

53. Payment of Wages

- 53.1 An Employee whose ordinary hours of work are arranged so that they work an average of 38 ordinary hours each week during a particular work cycle shall be paid fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week or work cycle.
- 53.2 All monies payable pursuant to this Award shall be paid by cheque or electronic transfer of funds into an account/s nominated by the Employee with a bank or other financial institution recognised by the Employer.
- 53.3 Hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

54. Wage Increase

- 54.1 The Parties agree to an increase of employee-related costs by 2.5% per annum, for a nominal period of three years, commencing from 1 April 2020.
- 54.2 The employee-related costs include increases to the minimum superannuation payment to be made for the benefit of employees. For the nominal duration of this Award, this includes a scheduled increase to the current superannuation contribution rate of 9.5% to 10% from 1 July 2021, then to 10.5% from 1 July 2022.
- 54.3 Given the scheduled increases to superannuation referred to above, the following wage increases will apply to Employees covered by this Award:
- 2.50% increase will apply from 1 April 2020
 - 2.15% increase will apply from 1 April 2021
 - 2.04% increase will apply from 1 April 2022
- 54.4 In the event there are changes to the scheduled increases to the minimum superannuation payment, the parties are to review the wages increases referred to in subclause 54.3 to ensure compliance to subclause 54.1.
- 54.5 The wage increases contained in this Award are in substitution for any State Wage Case decisions. Any arbitrated safety net adjustments may be offset against any equivalent amount in rates of pay received by Employees.

55. Salary Sacrifice for Superannuation

- 55.1 Notwithstanding the wages prescribed in this Award, an Employee other than a temporary or casual Employee may elect, subject to the agreement of the Employer, to sacrifice a portion of the base wage payable under this Award to additional Employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause ‘superannuable salary’ means the Employee’s wages as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 55.2 Where an Employee has elected to sacrifice a portion of that payable wage to additional Employer superannuation contributions:
- 55.2.1 Subject to Australian taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
- 55.2.2 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 an Employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an Employee’s wage, shall be calculated by reference to the wage which would have applied to the Employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 55.3 The Employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:
- 55.3.1 Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional Employer contributions; or
- 55.3.2 Subject to the Employer’s agreement, paid into a private sector complying superannuation scheme as an Employer superannuation contributions.
- 55.4 Where an Employee elects to salary sacrifice, in accordance with subclause 55.1 or 55.3, the Employer will pay the sacrificed amount into the relevant superannuation fund.

55.5 Where the Employee is a member of a superannuation scheme established under:

the *Superannuation Act* 1916;

the *State Authorities Superannuation Act* 1978;

the *State Authorities Non-Contributory Superannuation Act* 1987; or

the *First State Superannuation Act* 1992,

the Employer must ensure that the amount of any additional Employer superannuation contributions specified in subclause 55.1 is included in the Employee's superannuable salary, which is notified to the NSW public sector superannuation trustee corporations.

55.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an Employee has entered into an agreement with the Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 55.5, the Employer will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the Employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

56. Wage Rates

The rates of pay for the different classifications relevant to this Award are set out in Schedule A of this Award.

57. Supported Wage Systems

57.1 Workers eligible for a supported wage.

57.1.1 This clause defines the conditions, which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this clause, the following definitions will apply:

- (a) Support wage system means the Commonwealth Government (or State equivalent) system to promote employment for people who cannot work at full Award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Processes" as amended from time to time.
- (b) Accredited Assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (c) Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act* 1991, as amended from time to time, or any successor to that scheme.
- (d) Assessment Instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

57.2 Eligibility Criteria

57.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

57.2.2 This clause does not apply to any existing Employee who has a claim against the Employer, which is subject to the provisions of workers' compensation legislation, or any provision of this Award relating to the rehabilitation of Employees who are injured in the course of their current employment.

57.2.3 The Award does not apply to Employers in respect of their facility program undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under Part II of the said Act, or if a part only has received recognition, that part.

57.3 Supported Wage Rates

57.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work, which the person is performing according to the following schedule:

Assessed Capacity	Percentage of Prescribed Rate of Pay
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

57.3.2 Provided that the minimum amount payable shall not be less than \$50.00 per week.

57.3.3 Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

57.3.4 For the purpose of establishing the percentage of the Award rate to be paid to an Employee under this Award, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) the Employer and a union party to the Award, in consultation with the Employee or if desired by any of these, or
- (b) the Employer and an accredited assessor from a panel agreed by the parties to the Award and the Employee.

57.4 Lodgement of assessment instrument

57.4.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award rate to be paid to the Employee, shall be lodged by the Employer with the Registry of the NSW Industrial Relations Commission.

57.4.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award and not a party to the assessment, it shall be referred by the Registry to the union by certified mail and shall take effect unless an objection is notified to the Registry within ten working days.

57.4.3 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

- 57.4.4 When an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this Award on a pro rata basis.
- 57.5 An Employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes at the enterprise to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- 57.6 Trial Period
- 57.6.1 In order for an adequate assessment of the Employee's capacity to be made, the Employer may employ a person under the provisions of this clause for a trial period not exceeding three calendar months, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 57.6.2 During the trial the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 57.6.3 The minimum amount payable to the Employee during the trial period shall be no less than \$50.00 per week.
- 57.6.4 Work trials should include induction or training as appropriate to the job being trialled.
- 57.6.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 57.3.4.

58. Allowances

- 58.1 Employees shall be entitled to allowances as prescribed for in this Clause at the rates outlined in Table 2, Schedule A.
- 58.2 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Table 2, Schedule A. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 58.3 Electrician's Registration Allowance - An electrician who is the holder of a New South Wales Electrician's licence shall be paid the allowance rate specified in Table 2, Schedule A.
- 58.4 Electrician's Supervisor Registration Allowance - An electrician who is the holder of a New South Wales Electrician's Supervisor's licence shall be paid the allowance rate specified in Table 2, Schedule A.
- 58.5 Asbestos Allowance - An Employee required to work with materials containing asbestos or to work in close proximity to it shall be paid the allowance specified in Table 2, Schedule A.
- 58.6 Asbestos Eradication - This subclause shall apply to Employees engaged in the process of asbestos eradication in the performance of work within the scope of this Award. Asbestos eradication is defined as work on or about a building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos. Employees engaged in asbestos eradication shall receive the allowance rate as specified in Table 2, Schedule A. An Employee receiving an Asbestos Eradication Allowance will not be eligible for an Asbestos Allowance in addition to the Asbestos Eradication Allowance.
- 58.7 Height Money - Employees except riggers when working at a height of 17 metres or more shall be paid the allowance specified in Table 2, Schedule A.

- 58.8 Employees working overtime shall be entitled to a meal allowance, subject to the terms prescribed in this subclause, as prescribed in Table 2, Schedule A. The allowance shall be adjusted in accordance with the New South Wales Crown Employees (Skilled Trades) Award.
- 58.8.1 An Employee is entitled to the meal allowance on each occasion an Employee is entitled to a rest break in accordance with subclause 33.8, Crib time, except in the following circumstances:
- (a) if the Employee is a day worker and was notified no later than the previous day that they would be required to work such overtime.
 - (b) if the Employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime.
 - (c) if the Employee lives in the same locality as the work location and could reasonably return home for meals.
- 58.8.2 If an Employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid the prescribed meal allowance for the meal or meals which he or she has provided but which are surplus.
- 58.9 Fibreglass Allowance - An Employee required to grind, drill, file or saw processed fibreglass shall be paid the allowance specified in Table 2, Schedule A. All Body Builders will receive the allowance for time worked.
- 58.10 First Aid Allowance - An Employee, who has been trained to render first aid and who is the current holder of an appropriate first aid qualifications such as a certificate from the St John's Ambulance or similar body shall be paid a weekly allowance as set out in Table 2, Schedule A if they are appointed by the Employer to perform first aid duty.
- 58.11 Private Motor Vehicle Allowance - An Employee required to use their own motor vehicle for the Employer's business, or who by agreement with the employer uses their own motor vehicle, shall be paid an allowance for kilometres travelled as specified in Table 2, Schedule A.
- 58.12 Industry Allowance - An Industry Allowance, as set out in Table 2, Schedule A shall be payable to an Employee complying with the Dispute Settlement Procedure as set out per this Award. In the event that such dispute procedure is not complied with, the Industry Allowance may not be payable.
- 58.13 Wet Work - An Employee required to work in any place where their clothing or boots become saturated with water shall be paid an allowance specified in Table 2, Schedule A, provided that this allowance shall not be payable to an Employee who is provided by the Employer with suitable protective clothing and/or footwear and provided further that any Employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as they are required to work in wet clothing or boots. This clause shall not apply to Employees whose ordinary work is in association with water.
- 58.14 Travelling and working away from usual place of work
- 58.14.1 Any Employee who is required to travel in order to undertake duty at another place more than 4.8 kilometres from their home Depot and further from their home than their home Depot shall be credited with full time at single rate for the difference between the time at which it would be necessary for them to leave their place of residence for the temporary location and the time they would leave for their home Depot to work a shift commencing at the same time and also for the difference between the time at which they can at the earliest arrive at their place of residence on the conclusion of their shift and the time they would arrive there as if they has worked a similar shift at their home Depot.
- 58.14.2 Any Employee who is required to travel in order to undertake duty at another place within 4.8 kilometres of their home Depot shall not be credited with any time for the time occupied in travelling unless they are obliged to report first at their home Depot at which

case they shall be credited with full time at the appropriate rate for the time occupied in travelling from their home Depot to the place of duty.

- 58.14.3 All time occupied by an Employee travelling on duty (other than as provided for in 58.14.1 and 58.14.2 hereof) shall be paid for up to a maximum of 12 hours out of every 24. The said 24 hours shall count from time travel first commenced on a particular day.
- 58.14.4 Any Employee who is temporarily transferred from their home Depot to another place of employment because of strike conditions or slackness or traffic shall not be credited with any travelling time.
- 58.14.5 An Employee who acts in a higher grade for more than two hours of any shift and incurs travelling time to work that shift shall be paid for such travelling time at the same rate as is paid to him for the time worked.
- 58.14.6 For the purpose of this clause home Depot shall mean the Depot at which an Employee is attached or place at which the Employee is ordinarily required to commence and finish work.

58.15 Living away from home

- 58.15.1 An Employee engaged in work which does not permit return to their home station daily shall, unless temporarily transferred, be reimbursed expenses at the rates prescribed in Table 2, Schedule A.
- 58.15.2 An Employee who reasonably incurs expenses in excess of the amounts prescribed shall be granted, upon application, such additional amount as the Employer approves.
- 58.15.3 Where an Employee is transferred temporarily, other than at own request or by way of punishment, from home station to a place which does not permit the Employee to live at their regular address, shall be paid an allowance prescribed in Table 2, Schedule A whilst remaining in temporary transfer.
- 58.15.4 In cases of journeys where an Employee returns home or to the home station on the same day, shall be paid a meal allowance (i.e. Breakfast, lunch or dinner allowance) prescribed in Table 2, Schedule A for meals during such journeys, provided that no payments shall be made except where an Employee proceeds to a place more than 32 kilometres distant from the home station in Sydney, or as part of regular duty at the usual place of work. The mileage herein mentioned shall be occupied by the ordinary means of travel.

PART VIII - TRAINING

59. Training

- 59.1 The parties acknowledge that successful implementation of this Award relies upon relevant Employee training. State Transit for its part is committed to the provision of training necessary to enable its Employees to be able to take maximum advantage of existing career paths and for them to be able to learn new skills to take on additional activities and responsibilities.
- 59.2 Training associated with the current classification or progression to the next classification level within the career path is to be performed during ordinary hours, with the swapping of shifts to apply where shift work is involved. Where the approved training is not available during ordinary hours, and Employees attend off duty training outside their ordinary hours, Employees are to receive the equivalent time off in lieu, at a time, which will not affect service requirements.
- 59.3 Where Employees are interested in gaining qualifications not directly related to their classification and those qualifications will be beneficial to both the Employee and State Transit, the associated training is to be in accordance with State Transit's Policy on Study Assistance.

- 59.4 A list is to be kept of each classification together with the necessary training and qualifications required to be considered for the position. Classifications are to include those not covered by this Award but form part of the immediate career path for Employees covered by this Award.
- 59.5 A number of courses may include sections that lend themselves to distance learning techniques. Courses determined suitable for distance learning may be undertaken from time to time.
- 59.6 An out of hour's payment at single rates of pay will be paid upon successful completion of distance learning courses. The number of hours required for each course will be determined before any course commences.
- 59.7 The parties are committed within the training process to the implementation of competencies as designated by the Department of Education, Science and Training (or relevant department).
- 59.8 The Employer shall not unreasonably withhold paid Training Leave. This shall not prevent the Employer and Employee(s) agreeing to paid leave for other relevant training.

60. Training Costs

- 60.1 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the Employer upon production of evidence of such expenditure, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
- 60.2 Travel costs incurred by an Employee undertaking training in accordance with this Award which exceed those normally incurred in travelling to and from work shall be reimbursed by the Employer.

61. Learning and Development Committee

- 61.1 A Learning and Development Committee operates in accordance with this Award. The Committee will not have decision making powers, however, it will participate in an advisory role in the establishment of relative and effective training programs required by Employees covered by this Award.
- 61.2 The objectives of the Learning and Development Committee are:
- 61.2.1 To enable Employee involvement in the training processes.
- 61.2.2 The Learning and Development Committee shall aim to contribute to the development of a highly skilled workforce with a range of skills appropriate to the industry.
- 61.3 The Learning and Development Committee shall be comprised of two Service Managers, a learning and development representative; an engineering repair tradesperson from each stream, and an Engineering Repair Assistant representative.
- 61.4 Relevant non-committee members may be invited to attend and address the Committee. This may include but is not limited to Authority representatives and Unions party to this Award.
- 61.5 The committee will be chaired by a nominated manager.
- 61.6 The Employee representatives shall be elected every 12 months in a ballot monitored by the unions respondent to this Award.
- 61.7 The Learning and Development Committee shall meet quarterly or as determined by the committee with minutes distributed to committee members following the meeting.
- 61.8 The Learning and Development Committee will participate in:
- (a) formulating a training program including available training courses and career opportunities.

- (b) recommencing individual Employees for training and reclassification.
- (c) reviewing assessment and criteria to be applied for new and existing staff.
- (d) advising management and Employees regarding the ongoing effectiveness of the training.

62. Training for Relief Leading Hands

- 62.1 Nominated Relief Leading Hands will have access to on the job training in accordance with State Transit's Procedure for Higher Duties.
- 62.2 Competency based assessment mechanisms shall be developed for each engineering wages classification.
- 62.3 Where applicable, training provided to Employees covered by the Award shall be recognised, accredited and certified to allow completion of the whole task/function (e.g. Gas Bus Certification).

PART IX - COMMUNICATION/CONSULTATION

63. Consultative Mechanism and Procedure

The Employer shall permit a notice board to be erected in the Depot or premises, or each part of a Depot or premises, to facilitate communication between Employees and/or their union representatives.

64. Communications and Consultation

- 64.1 Consultation provides participation by the Employer, Employees and their representatives, including Unions party to this Award, in the formulation and implementation of policies, plans and strategies that are likely to affect working conditions.
- 64.2 Consultation is aimed at getting Employees and their representatives, including Unions party to this Award, to suggest or respond to proposals for policy formulation or implementation. It provides an opportunity to present a point or view or state an objection, thereby providing a more informed approach to the decision making process by management.
- 64.3 Pursuant to clause 65, the parties agree to consult over the life of the Award regarding the implementation of initiatives deriving from the Productivity Committee.
- 64.4 Issues or matters in dispute should be dealt with through the Dispute Settlement Procedure of this Award.

65. Consultative Committee

- 65.1 A consultative committee shall be established at each garage.
- 65.2 Functions of the Consultative Committees:
 - 65.2.1 The Consultative Committee shall operate as a mechanism resulting in democratic Employee involvement for maximising flexibility of the workforce and for ensuring that working patterns and arrangements enhance flexibility and the efficiency of that workplace.
 - 65.2.2 The Consultative Committee shall endeavour to promote harmonious Employee relations.
 - 65.2.3 The Consultative Committee shall endeavour to create an effective system of communication between the Employer and Employees. Minutes of all consultative committee meetings shall be available to all Employees at that location. Reasonable time shall be allowed in conjunction with local management to enable Employees to be informed of the committee's activities.

65.3 Composition of Consultative Committee

65.3.1 The Consultative Committee shall be comprised of six permanent members of which:

- (a) two will be representatives of management, at least one shall be of senior management level; and
- (b) four Employee representatives who will be elected every twelve months (one Engineering Repair Tradesperson from each stream, and one Engineering Repair Assistant).

65.4 Meetings

65.4.1 The consultative committee shall meet as required but not less than monthly.

65.4.2 Prior to each meeting each committee member shall by agreement with local management be allowed reasonable time to prepare for meetings.

65.4.3 Committee members may co-opt others to represent them at meetings when required.

65.4.4 The Consultative Committee may invite other personnel and union party to this Award to attend meetings.

65.5 Consultative Procedures

65.5.1 The Consultative Committee will consider the implication of proposed measures to change arrangements.

65.5.2 A peak body consisting of senior management of the Division and full time union officials or their nominees will meet quarterly, (or more frequently as agreed by the parties where issues of major significance need to be discussed), to monitor and review developments and progress towards achieving the aims contained in this Award. It will be the responsibility of each consultative committee to furnish relevant reports to the peak body immediately following discussions at a local level.

65.5.3 The Employer will facilitate the process by providing timely and relevant information to ensure that the consultative committees are in a position to monitor their progress towards achieving joint aims under this Award.

65.5.4 Accordingly, at these meetings operating statistics, customer service, the Division's profile, staff development, financial performance indicators established under this Award will form fixed agenda items to ensure such indicators for each of the Employer's Depots are under constant review by the committee.

65.6 Training - Committee members may attend an approved training course relevant to their role as committee members.

66. Productivity Committee

66.1 A Productivity Committee will oversee the achievement of the objectives of this Award.

66.2 The Productivity Committee will work within a set terms of reference. The terms of reference must be approved by the Employer.

66.3 The terms of reference must include:

66.3.1 Genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.

66.3.2 Genuine time frames for targets to be achieved.

- 66.3.3 Periodic reviews of progress and major reviews.
 - 66.3.4 Mechanisms to review and implement new initiatives.
 - 66.3.5 Mechanisms to assist management and Employees in relation to contracting out issues pursuant to clause 22.
 - 66.3.6 An internal disputes settlement mechanism.
- 66.4 The Productivity Committee will consist of representatives of the Employer, Combined Unions (who are a party to this Award) and a standing invitation to Unions New South Wales.

67. Introduction of Change

- 67.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and their Unions.
- 67.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skill required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the need for retraining or transfer of Employees to other work locations and the restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

68. Delegates

- 68.1 For the purposes of:
- i. ensuring compliance by the Parties with the terms of this Award; and
 - ii. facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Award, and their representatives,

an Employee elected or nominated as a delegate by the Employees in the section and/or location in which they are employed, shall, upon notification to local management, be recognised as the accredited representative of the union to which they belong.
- 68.2 An accredited delegate shall be allowed reasonable time during working hours to interview the Employer or its representative on matters affecting Employees whom they represent, or accredited officials of the union to which the delegate belongs.
- 68.3 Subject to the prior approval of the delegate's supervisor, an accredited delegate shall be allowed a reasonable period of time during working hours to interview a duly accredited union official of the union to which he/she belongs.
- 68.4 Delegate Training:
- Subject to all other qualifications in this clause, the Employer may grant an elected delegate Leave with pay to attend union courses which are approved by the Employer and which are designed to promote good industrial relations within the Division. Such leave will be granted in accordance with existing policy. Provided that should such leave be granted, it shall be conditional upon the Employer being able to make adequate staffing arrangements amongst current Employees. The Employer will not be required to pay for any expenses (such as travel, accommodation and meals) associated with or incurred by the delegate attending the course.

68.5 Amenities:

The Employer will provide facilities that may be reasonably required for the delegate to properly represent their members, such as a telephone, desk and filing cabinet. There will be paid quarterly delegates meetings. A maximum of two delegates from large locations and one delegate from small locations with less than 100 buses can attend quarterly delegates meetings. This is exclusive of office holders of combined maintenance unions.

69. Right of Entry of Union Officials**69.1 For the purposes of:**

69.1.1 Ensuring compliance by the Parties with the terms of this Award; and

69.1.2 Facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Award, and their representatives:

- (a) any appointed or elected officer of a union party to this Award, will have access to the duly elected or appointed union representative and/or their member/s, on the site during normal working hours, for the purposes of holding discussion, providing those discussions are about matters that pertain to the employment relationship between the Employer and the Employees; and
- (b) such visits shall be notified by the officer prior to actually going on to the site and such visits will be made in the presence of an authorised officer of the Employer and comply with all safety requirements and directions while on site. Where necessary, Union Officials will undergo a site induction.

69.2 Any appointed or elected officer of a union party to this Award shall have power to inspect any part of the work where it is suspected or believed a breach of this Award is occurring or has occurred.

69.3 The Employer shall provide the officer with the necessary facilities for the investigation of the breach or suspected breach of this Award. Such investigations shall include access to the wages books or time sheets. The Officer shall minimise interruptions to the work processes.

PART X - GENERAL**70. Drugs and Alcohol**

70.1 The parties, being committed to the highest standards of safety in the operation of the Public Transport System, are specifically committed to ensuring that staff do not work while their effective functioning is impaired.

70.2 The parties recognise the importance of, and accept the need for, monitoring and detection of impairment by alcohol and drugs.

71. Renegotiation

It is agreed between the parties to commence negotiation of the next industrial instrument no later than six (6) months prior to the expiry of this Award.

72. Dispute Settlement Procedure

72.1 When the parties to this Award are in dispute over any issue that directly affects the interest of any of the parties, the dispute will be dealt with in accordance with this clause.

72.2 Step 1

In the first instance, any claim, dispute or matter (the Dispute) which is local in nature, and which will not impact on other locations, will be settled at the workplace between the Employee and or their representative or Union and the local Manager (that is, the Employee's immediate Manger). Where practical, a genuine attempt to resolve the Dispute should be made within 24 hours of the dispute being raised.

72.3 Step 2

If the Dispute cannot be resolved as provided for in Step 1 the Employee and or their representative or local delegate is to present the Depot/Unit Manger with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the Dispute with the Employee and or their representative, and local union delegate as soon as practicable.

72.4 Step 3

If the Dispute is not resolved as provided for in Step 2 (or if the subject matter of the Dispute is not local in nature), the Dispute should be referred to the appropriate Executive Director, and may also be referred by the Employee or their representative or local union delegate to a Union Official, who must attempt to resolve the dispute.

72.5 Disputes, which are not Local in Nature

Where a dispute is not local in nature, involves the interpretation of a Policy of the Employer or an industrial instrument, the parties to the Dispute may agree to bypass Steps 1 through 3 and instead refer the matter directly to the Employee Relations Manager for resolution, in conjunction with the relevant Manager/s or Executive Director/s.

72.6 Step 4

If, following action under Steps 1 through 3 (Disputes Not Local in Nature subclause) a dispute remains unresolved, the Employee, their representative or a Union, or the Employee Relations Manager, may refer the matter to the Executive Director, People and Culture (or, at the discretion of the Executive Director, People and Culture, the Chief Executive) for a further attempt at resolution between the parties.

72.7 Step 5

If, following action under Steps 1 to 4, the Dispute remains unresolved, a party to the Dispute may refer the Dispute to Unions NSW (advice to be provided to other party/ies) following which a 72 hour cooling off period (exclusive of weekends and public holidays) will apply, to enable Unions NSW to assist in the resolution of the Dispute.

72.8 Step 6 - Referral to the IRC

If, following action under Steps 1 to 5, the dispute remains unresolved, any party to the Dispute may refer the dispute to the Industrial Relations Commission for conciliation and if necessary, arbitration.

72.9 The parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between State Transit and the Employee or Union involved, any individual step in the process should as a general rule take no more than five working days to complete; and that in the case of each step attempts should be made to hold discussions within two working days of commencing the step.

72.10 Any Dispute that is still unresolved after having been progressed in accordance with the steps in this clause and is not further referred to by State Transit, the Employee, or a union party to this Award for a

period of twenty-eight working days after the last step, it will be deemed to be no longer a matter in dispute.

- 72.11 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant industrial tribunal for urgent resolution.
- 72.12 While a Dispute is being dealt with under one of the preceding paragraphs in this subclause work must continue without disruption and work practices, which existed prior to the Dispute, shall apply, except where they involve the application of provisions of this Award.
- 72.13 The parties acknowledge that, where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.

73. No Extra Claims

- 73.1 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.
- 73.2 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.
- 73.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 or its successor are not prohibited by this clause.

PART B

SCHEDULE A - WAGES AND ALLOWANCES TABLES

Table 1 - Wages

Weekly Rates for Engineering Leading Hand (L/H)

Classification	1 April 2020 2.5%	1 April 2021 2.15%	1 April 2022 2.04%
L/H Step 1	1451.90	1483.10	1513.40
L/H Step 2	1493.50	1525.60	1556.70
L/H Step 3	1535.60	1568.60	1600.60

Weekly Rates for Engineering Repair Tradesperson (ERT)

Classification	1 April 2020 2.5%	1 April 2021 2.15%	1 April 2.04%
ERT Level 4	1372.80	1402.30	1430.90
ERT Level 3	1304.70	1332.80	1360.00
ERT Level 2	1241.00	1267.70	1293.60
ERT Level 1	1181.10	1206.50	1231.10

Weekly Rates for Storeperson

Classification	1 April 2020 2.5%	1 April 2021 2.15%	1 April 2022 2.04%
Storeperson Level 2	1164.20	1189.20	1213.50
Storeperson Level 1	1092.50	1116.00	1138.80

Weekly Rates for Engineering Repair Assistants (ERA)

Classification	1 April 2020 2.5%	1 April 2021 2.15%	1 April 2022 2.04%
ERA Level 4	1092.50	1116.00	1138.80
ERA Level 3	1033.20	1055.40	1076.90
ERA Level 2	1003.90	1025.50	1046.40
ERA Level 1	945.10	965.40	985.10

Weekly Rates for Apprentices

Classification	1 April 2020 2.5%	1 April 2021 2.15%	1 April 2022 2.04%
Apprentice			
4th Year (88%)	1039.40	1061.80	1083.50
3rd Year (75%)	885.90	905.00	923.50
2nd Year (60%)	708.70	723.90	738.70
1st Year (50%)	590.60	603.30	615.60

plus the relevant proportionate Industry Allowance.

Table 2 - Allowances

Allowances	1 April 2020 2.50%	1 April 2021 2.15%	1 April 2022 2.04%
Wet Work	\$0.71	\$0.73	\$0.75
Confined Spaces	\$0.88	\$0.90	\$0.92
Height Money	\$0.45	\$0.46	\$0.47
Asbestos	\$0.92	\$0.94	\$0.96
Fibreglass	\$0.34	\$0.35	\$0.36
Supervisor Certificate - Electrician	\$47.23	\$48.25	\$49.23
Registration Certificate - Electrician	\$25.64	\$26.19	\$26.72
Private Motor Vehicle	<p>Rate will be as prescribed by Premier's Circular:</p> <p>Official business When an Employee is required to use their own vehicle for official business.</p> <p>The rate from 1 July 2019 for official business use is 68 cents per kilometre.</p> <p>Casual Rates Where an Employee uses their own vehicle with the prior consent of the Employer, in lieu of an STA funded resource e.g. public transport, taxi voucher or vehicle, the Employee shall be paid 40% of the official business rate prescribed above.</p> <p>From 1 July 2019, the casual rate is 27.2 cents per kilometre.</p>		
Asbestos Eradication	\$2.75	\$2.81	\$2.87
First Aid	\$3.58	\$3.66	\$3.73

Industry Allowance (non Apprenticed full time adult employees)	\$53.50	\$54.70	\$55.80
Living Away From Home Allowance Meal Allowance for One Day Journeys where refreshments and accommodation are not provided	Allowances prescribed by Premier's Circular shall be payable with respect to overnight travel allowance. (From 1 July 2019, the rate for Sydney is \$321.75 and Newcastle \$302.75 and meal allowances for one day journeys which from 1 July 2019 range from \$28.15 to \$53.90).		
The overtime meal allowance is currently \$15.70 for the first meal and \$13.40 for each subsequent meal, and will be adjusted from time to time in accordance with the Crown Employees (Skilled Trades) Award.			

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF PLANNING, INDUSTRY AND ENVIRONMENT) ABORIGINAL HOUSING AWARD 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 135342 of 2019)

Before Chief Commissioner Kite

16 September 2019

REVIEWED AWARD

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Statement of Intent
4.	Work Environment
5.	Anti-Discrimination
6.	Grievance and Dispute Resolution Procedures
7.	Classifications and Salary Structures
8.	Working Hours
9.	Leave
10.	Deduction of Association Membership Fees
11.	Review Clause
12.	Area, Incidence and Duration

1. Title

This award will be known as the Crown Employees (Department of Planning, Industry and Environment) Aboriginal Housing Award 2016.

2. Definitions

“Industrial Relations Secretary” means the Secretary of the Department of Premier and Cabinet who is the person, within the meaning of the *Government Sector Employment Act 2013*, taken to be the employer of Public Service employees for industrial purposes.

“Department Head” means in the case of this Award, the Secretary of the Department of Planning, Industry and Environment.

"Chief Executive" means the Chief Executive of the Aboriginal Housing Office.

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

"Employees" means all those persons who are permanently or temporarily employed under the *Government Sector Employment Act 2013* and who are employed in a classification under this award, except officers employed in the Senior Executive Service.

3. Statement of Intent

- 3.1 This award aims to provide appropriate, flexible workplace conditions within the Aboriginal Housing Office (AHO) to ensure that the AHO can:

operate in accord with the provisions of the *Aboriginal Housing Act 1998*;

provide its services efficiently and effectively to meet the diverse interests and needs of its clients and stakeholders; and

ensure that the professionalism, dedication and commitment of management and employees are recognised and valued.

In addition, this award is intended to facilitate and support the employment of Aboriginal people within the AHO.

- 3.2 This Award should be read in conjunction with the Memorandum of Understanding between the AHO and the Association dated February 2000.

- 3.3 The Parties to this Award are:

The Industrial Relations Secretary, Secretary of the Department of Planning, Industry and Environment and Chief Executive of the Aboriginal Housing Office, and

The Association on behalf of the employees of the Aboriginal Housing Office.

4. Work Environment

- 4.1 The AHO will meet its responsibilities with respect to the occupational health and safety of AHO employees in accordance with the *Work Health and Safety Act 2011* and its associated regulations.

- 4.2 The AHO is committed to equality of opportunity in employment and will seek to ensure that this commitment is reflected in all its operations, within the framework of its policy of seeking to maximise the sustainable employment of Aboriginal people both within the AHO and within the Aboriginal housing sector.

- 4.3 The AHO will require management and employees to meet their responsibilities under the *Anti-Discrimination Act 1977* to ensure that the AHO is a workplace free from harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer.

5. Anti-Discrimination

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

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

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

- 5.4 Nothing in this clause is to be taken to affect:

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

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

5.6

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

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

6. Grievance and Dispute Resolution Procedures

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

- 6.10 The employee, Association, department and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 6.11 Whilst the procedures outlined in subclauses 6.1 to 6.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

At any stage of this process either party may request that the situation be referred to an independent mediator. Aboriginal employees have the right to have the matter referred to an Aboriginal mediator if they request this.

7. Classifications and Salary Structures

- 7.1 All AHO employees will be paid in accordance with the salary structures set out in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 and/or the Crown Employees (Public Sector - Salaries 2019) Award or their successors.
- 7.2 AHO trainees will be paid at the levels of salary established by the Clerks General Scale set out in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or its successors, with previous years of paid employment determining the salary up to a maximum of ten years.
- 7.3 At the time of making this award, all employees are classified as Clerks. However, individual positions (and hence the employees occupying those positions) will have a title which reflects the role and functions of the position and which is meaningful to AHO clients and stakeholders.
- 7.4 Incremental progression for all employees will be subject to a satisfactory performance report recommending progression.

8. Working Hours

- 8.1 Normal business hours of the AHO will be 8.45 am to 5.00 pm.
- 8.2 Normal contract hours for employees are 35 hours per week, Monday to Friday.
- 8.3 The following provisions shall be read and applied in conjunction with clause 11, Working Hours of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

8.3.1 A standard working day is 9.00 am to 5.00 pm Monday to Friday

8.3.2 The bandwidth is from 7.30 am to 6.00 pm. Bandwidth hours may be varied to meet the needs of the AHO or the personal needs of the employee by agreement between an employee and their manager, subject to paragraph 8.3.5 and provided that changing the bandwidth does not incur additional payments for overtime or meal allowance.

8.3.3 Coretime is between 9.30 am and 3.30 pm. Coretime is the period during the day when all employees are required to be on duty, unless on authorised leave. The lunch break is not part of coretime.

Coretime may be varied by agreement between an employee and their manager, subject to paragraph 8.3.5. Where the bandwidth is substantially varied in accordance with paragraph 8.3.2, coretime should likewise be varied.

8.3.4 The lunch break may be taken within the period between 11.30 am and 2.30 pm.

The minimum lunch period is 30 minutes, and the normal lunch period is one hour.

An employee may, with the approval of their manager, extend the lunch period up to 2½ hours, provided that this longer lunch break does not prevent the proper functioning of their section.

- 8.3.5 A flexible and adaptable approach to working hours will be adopted to meet peak work demands, service delivery requirements, and the personal circumstances of AHO employees.

Flexible working hours will only be available on the condition that an adequate service is maintained at all times. Services provided by the AHO will not be withdrawn to accommodate the absence of employees under any flexible working hours arrangements.

Flexible working hours arrangements are subject to organisational requirements. An employee's attendance outside the hours of a standard work day, but within the bandwidth shall be subject to the availability of work.

9. Leave

- 9.1 Support will be provided to Aboriginal employees with respect to their extended family, cultural and ceremonial obligations and their involvement in their communities through the approval of flex and other appropriate leave.
- 9.2 Leave will be authorised and supported in accordance with clauses 67 to 84A of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its replacement.
- 9.3 Flex leave entitlements will be extended to accommodate and recognise additional hours which may be required to be worked to meet the needs of the AHO, and to provide greater flexibility to meet the personal needs of individual employees.
- 9.4 Flexible working hours as defined in clause 21 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 are varied as follows:

A maximum of 18 flex days may be taken in a year. The year will commence with the first flex period in July each year, and conclude at the end of the last flex period commencing in June each year.

Up to 2 flex days may be taken in any flex period, subject to paragraph 8.3.5 and the approval of the manager.

Flexitime credits in excess of 10 hours at the end of each flex period may be saved up to a limit of 42 hours (6 days) being held at any one time.

On one occasion in a year between 1 and 5 consecutive days may be taken in addition to the 2 day/s available in the flex period, subject to paragraph 8.3.5 and the approval of the manager.

Approval is required prior to granting any flex leave. Five working days' notice is required when 2 or more flex days are requested. This requirement may be waived for exceptional circumstances.

10. Deduction of Association Membership Fees

- 10.1 The Association shall provide the AHO with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the union's rules.
- 10.2 The Association shall advise the AHO of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the AHO at least one month in advance of the variation taking effect.
- 10.3 Subject to subclauses 11.1 and 11.2 of this clause, the AHO shall deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the union's rules, provided that the employee has authorised the AHO to make such deductions.

- 10.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.
- 10.5 Unless other arrangements are agreed to by the AHO and the Association, all union membership fees shall be deducted on a fortnightly basis.
- 10.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

11. Review Clause

Should there be any variation to the Crown Employees (Public Sector - Salaries 2019) Award, or an Award replacing it, during the term of this Award, by way of salary increase, or other benefit to the public service, this award shall be varied to give effect to any such salary increase, or other benefit from the operative date of the variation of the former award, or replacement award.

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

12. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Department of Planning, Industry and Environment) Aboriginal Housing Award 2016 published 21 October 2016 (380 I.G. 1520), 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 16 September 2019.

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

P. M. KITE, *Chief 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. 134037 of 2019)

Before Chief Commissioner Kite

19 September 2019

REVIEWED AWARD

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

3. Definitions

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

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

for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;

for a staff member working under a flexible working hours scheme or local arrangement negotiated under clause 12, Local Arrangements - the hours of duty the Commissioner requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

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

- 3.52 Relief staff means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.
- 3.53 Residence, in relation to a staff member, means the ordinary and permanent place of abode of the staff member.
- 3.54 Rostered Day Off means, for the purposes of clause 24, Rostered Days Off for 38 Hour Week Workers of this award, a day off in a regular cycle at a time operationally convenient.
- 3.55 Seasonal staff means staff employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by staff already employed in the NSW Police Force and which, because of their seasonal nature, do not justify employment of staff on a long-term basis.
- 3.56 Secondment means an arrangement agreed to by the Commissioner, the staff member and another public service Department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment. Secondments under sections 95 and 95a of the Police Act will comply with the secondment provisions in Section 66 of the Government Sector Employment Act 2013.
- 3.57 Shift worker - Continuous Shifts means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Commissioner.
- 3.58 Shift worker - Non-continuous Shifts means a staff member who is not a day worker or a shift worker - continuous shifts, as defined above.
- 3.59 Short leave means the leave which was available to be granted to staff in the case of pressing necessity and which was replaced by family and community service leave from 20 September 1994.
- 3.60 Staff member means an officer or temporary employee as defined in the Act and unless otherwise specified in this award, includes both full-time and part-time staff. For the purposes of maternity leave, as set out in clause 76, Parental Leave of this award, staff member means a female staff member.
- 3.61 Standard hours are set and regular hours of operation as determined by the Commissioner in accordance with any direction of the DPE. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.62 Standby means an instruction given by the Commissioner to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
- 3.63 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Commissioner, if the activities to be undertaken are considered to be of relevance or value to the NSW Police Force and/or the public service.
- 3.64 Study Time means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to NSW Police Force and/or the public service, as defined in section 6-20 of Department of Premier and Cabinet, Personnel Handbook or its replacement.
- 3.65 Supervisor means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Commissioner to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.
- 3.66 Temporary Employee means a person employed as a Temporary Employee under the Act to carry out work for a specified period.
- 3.67 Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from their usual place of work.

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

4. Parties to the Award

The parties to this award are:

The Commissioner of the NSW Police Force, and

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

5. Conditions of Employment

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

6. Coverage

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

7. Statement of Intent

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

8. Work Environment

- 8.1 Work Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces within the NSW Police Force by:
- 8.1.1 the development of policies and guidelines for the NSW Police Force and, as and when appropriate on Work Health, Safety and Rehabilitation;
- 8.1.2 assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the Work, Health and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements within NSW Police Force work premises; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within the NSW Police Force to achieve these objectives;

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

9. Grievance and Dispute Settling Procedures

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

proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

SECTION 2 - SALARIES

10. Salaries

- 10.1 The salaries under this award are payable to staff members appointed to or performing the duties of any of the positions or classifications listed in Table 1 - Rates of Pay of Part B, Monetary Rates, of this award.
- 10.2 The salaries payable are prescribed in Table 1 - Rates of Pay.
- 10.3 The salaries in this award are set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award or any variation or any replacement award.
- 10.4 The salary increases referred to in subclause 10.3 of this clause, shall 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 shall be known as the Salary Packaging Agreement.
- 11.6 Except in accordance with subclauses 11.10 to 11.14 of this clause, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the staff member and the Commissioner at the time of signing the Salary Packaging Agreement.
- 11.7 Where the staff member has elected to package part or all of their salary:
- 11.7.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 11.7.2 any allowance, penalty rate, payment for unused leave entitlements, weekly workers compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to the staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member under clause 10, Salaries, or Part B of this award in the absence of any Salary Packaging Agreement made under this award.
- 11.8 The Commissioner may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.
- 11.9 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the staff member may elect to terminate the Salary Packaging Agreement immediately.
- 11.10 A staff member may elect to sacrifice a part or all of their salary to additional employer superannuation contributions.
- 11.11 Where the staff member makes such an election, the staff member may elect to have the amount of salary sacrificed:
- 11.11.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- 11.11.2 subject to NSW Police Force agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- 11.12 Where the staff member makes an election in terms of subclause 11.10 of this clause, the NSW Police Force shall pay the amount of salary, the subject of election, to the relevant superannuation fund.
- 11.13 Where the staff member makes an election in terms of subclause 11.10 of this clause, and where the staff member is a member of a superannuation scheme established under the:
- 11.13.1 *Police Regulation (Superannuation) Act 1906*;
- 11.13.2 *Superannuation Act 1916*;
- 11.13.3 *State Authorities Superannuation Act 1987*;
- 11.13.4 *State Authorities Non-contributory Superannuation Act 1987*; or
- 11.13.5 *First State Superannuation Act 1992*,

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

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

SECTION 3 - ATTENDANCE/HOURS OF WORK

12. Local Arrangements

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

13. Working Hours

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

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

14. Part-Time Employment

14.1 General

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

14.2 Additional hours

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

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

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

15. Morning and Afternoon Breaks

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

16. Meal Breaks

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

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

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

17. Lactation Breaks

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

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

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

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

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

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

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

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

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

18. Variation of Hours

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

19. Natural Emergencies and Major Transport Disruptions

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

20. Notification of Absence from Duty

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

21. Public Holidays

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

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

22. Standard Working Hours

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

23. Flexible Working Hours

23.1 Exclusions

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

23.2 Statement of Intent

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

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

23.3 Statement of Agreed Principles

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

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

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

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 6-21.7 of the New South Wales Public Service Commission Personnel Handbook published by the Public Service Commission on-line at www.psc.nsw.gov.au.

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

23.5 Definitions

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

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

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

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

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

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

23.6 Settlement Period and Ordinary Hours.

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

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

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

23.7 Bandwidth

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

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

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

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

23.8 Core Time

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

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

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

23.9 Hours Worked

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

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

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

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

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

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

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

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

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

23.10 Weekend Work

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

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

23.10.3 With the approval of the supervisor, a staff member undertaking work on Saturdays and/or Sundays may disregard the core time provisions of this clause.

23.10.4 Where a staff member undertakes work on Saturdays and/or Sundays they may, with the approval of their supervisor, absent themselves from duty on a one day for one day basis, on any day or days between Monday and Friday. If a Saturday or Sunday is worked, a staff member may absent themselves from duty for one day. If both Saturday and Sunday are worked, a staff member may absent themselves from duty for two days, which may be consecutive.

23.10.5 Absences under the clause are always subject to the prior approval of the supervisor. Any such day or days taken off under this arrangement will not affect the availability of the number of Flex time days or "Banked" days otherwise available within Flexible Working Hours.

23.10.6 Staff members who with the approval of their supervisor, are desirous of utilising the provisions of this clause are expected to agree on the application of all of the provisions of this clause before commencing work on a Saturday and/or Sunday.

23.11 Lunch Breaks and Meal Breaks

23.11.1 Time taken for lunch breaks and meal breaks does not count toward Accrued Work Time.

23.11.2 No staff member shall be required to work more than five (5) consecutive hours without a meal break of at least 30 minutes

23.11.3 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one and a half hours (previously 1 hour)

23.11.4 With the supervisor's prior approval, a longer lunch break may be taken, up to a maximum of 2-1/2 hours. Lunch breaks within the standard bandwidth and core time may be taken between 11.00am and 2.30 pm (previously 11.30 am - 2.30 pm).

23.12 Flexitime and Banked Time Entitlements

23.12.1 All staff may take up to 6 Flex time days off in any settlement period. This time may be taken off with other forms of authorised leave including Banked Time. The issue of when

Flex time days are taken is subject to the supervisor's approval, consistent with the provisions of subclause 23.3 of this clause. The 6 Flex time days may be taken as either full days or half days or combinations thereof. A staff member does not receive credit towards their Accrued Work Time (AWT) when taking Flex time. It is not necessary for a staff member to have a credit balance when taking a Flex time day or days.

23.12.2 Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

23.12.3 All staff may Bank time as "Banked" days subject to the provisions of paragraph 23.12.3 of this subclause. A "Banked" day is equivalent to 7 hours, and the staff member's AWT will be reduced by this amount for each day banked. A "Banked" day or days may only be banked using hours in excess of 420 for the settlement period. "Banked" days may only be taken as full days. Seven (7) hours will be credited to a staff member's AWT when a "Banked" day is utilised for leave.

23.12.4 A staff member may Bank time each settlement period on the following basis:

- (a) where the Staff member takes up to 6 Flex time days the bank is zero;
- (b) where the Staff member takes up to 5 Flex time days the possible bank is 1 day;
- (c) where the Staff member takes up to 4 Flex time days the possible bank is 2 days;
- (d) where the Staff member takes up to 3 Flex time days the possible bank is 3 days;
- (e) where the Staff member takes less than 3 Flex time days the possible bank is 3 days.

23.12.5 Over four or more settlement periods a maximum or equivalent of 12 days may be banked. Staff members cannot accumulate more than 12 "Banked" days.

23.12.6 "Banked" days may be taken with other forms of authorised leave including Flex time and can be taken in quantities ranging from 1 to 12 days. The issue of when "Banked" days are taken is subject to the supervisor's approval.

23.12.7 Subject to paragraph 23.12.3 of this subclause, relevant staff members and supervisors will make every effort to ensure that a situation does not arise where a staff member who has accumulated the maximum 12 "Banked" days, forfeits hours at the end of any settlement period.

23.13 Accrual of Accrued Work Time (AWT)

23.13.1 All time worked during the settlement period in accordance with Flexible Working Hours (except paid overtime) will count towards a staff member's Accrued Work Time (AWT).

23.13.2 A staff member should have a total AWT of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave, but does not include unused Banked Time.

23.13.3 Where AWT is less than 410 hours at the end of a settlement period, a staff member will be required to submit a recreation leave form for the amount of shortfall or alternatively they may, subject to paragraph 23.13.4 of this subclause, use up 3 "Banked" days to pay off debit hours. Where a staff member has no recreation leave available, leave without pay for the amount of time below 410 hours will apply and the leave without pay is credited to the AWT total. Where a staff member consistently totals 410 hours AWT or less at the end of settlement periods, the NSW Police Force may require the staff member to revert to standard hours.

- 23.13.4 A staff member with "Banked" days, and a debit balance in excess of 10 hours at the end of a settlement period, may use 1, 2 or 3 "Banked" days to pay off debit hours. Where a staff member uses up to 3 "Banked" days to pay off debit hours and accumulated AWT is still less than 410 hours, the provisions of paragraph 23.13.3 of this subclause will apply.
- 23.13.5 A staff member is entitled to accumulate and/or carry forward hours in excess of 420 ordinary hours at the end of a settlement period up to and including 42 hours.
- 23.13.6 Where a staff member exceeds 462 hours at the end of a settlement period, and the excess hours are not converted into "Banked" day or days in accordance with paragraph 23.13.7 of this subclause, the hours in excess of 462 will be forfeited.
- 23.13.7 Subject to the provisions of paragraphs 23.12.2 and 23.12.3 of this clause, at the end of a settlement period, a staff member may convert the hours in excess of 420 into a "Banked" day or days.
- 23.13.8 A staff member with AWT at the conclusion of a settlement period that amounts to less than 420 and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.
- 23.14 Work Outside the Standard or Agreed Bandwidth (Overtime)
- 23.14.1 The overtime provisions of this award will apply to work directed to be performed outside the standard or agreed bandwidth.
- 23.14.2 Application of overtime under Flexible Working Hours will be as follows:
- (a) If at the direction of the supervisor, a staff member works outside the standard or agreed bandwidth, overtime provisions will apply
 - (b) At the direction of the supervisor, a staff member may be required to work overtime on a Monday to Friday, provided that the staff member has worked a minimum of 7 hours within the standard or agreed bandwidth on that day.
- 23.15 Higher Duties Allowance
- 23.15.1 The parties agree that the implementation of Flexible Working Hours should not result in additional costs to the NSW Police Force with regard to the payment of Higher Duties Allowance (HDA).
- 23.15.2 Where a staff member performs relief in another position as a result of a "Banked" day or "Banked" days being taken by the incumbent, the relief performed will not attract HDA, nor will it be recognised for the purposes of accruing an entitlement to HDA.
- 23.15.3 Where a staff member performs relief in another position as a result of a Flex time day or Flex time days being taken by the incumbent, the relief performed will not attract HDA, nor will it be recognised for the purposes of accruing an entitlement to HDA.
- 23.15.4 Where "Banked" days and/or Flex time days are combined with other absences (ie recreation leave, sick leave, etc), the other absences must be taken as a continuous block. This continuous block will determine a staff member's eligibility to claim an HDA.
- 23.16 Travelling on Official Business
- 23.16.1 Any travel on official business during the standard or agreed bandwidth on a working day shall be treated as time worked for the purposes of Flexible Working Hours.

- 23.16.2 Staff members shall be compensated for travelling time outside the standard or agreed bandwidth in accordance with the provisions of clause 28, Travelling Compensation of this award.

23.17 Disruption of Transport

- 23.17.1 Where a staff member is delayed or prevented from attending the work place as a result of a transport strike or a major transport delay, the following conditions will apply.
- (a) The staff member may commence or cease duty at any time. Time worked on such days will accumulate in the normal way.
 - (b) Where a staff member is unable to attend the work place due to a transport disruption and is unable to work from home or attend another place of work, the staff member may take the full day off as an additional Flex time day in the period and may carry the additional hours forward into the following settlement period.
 - (c) A staff member affected by transport disruption will not be debited recreation leave or leave without pay if the staff member has, as a consequence of the transport delay, accrued less than 410 hours in the settlement period coinciding with the transport disruption. However, the staff member must ensure that their adjusted total of AWT is at least 410 hours at the end of the following settlement period.

23.18 Separation from the NSW Police Force

- 23.18.1 Where a staff member gives notice or resignation, retirement or transfer to another government department, the supervisor and staff member will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours, including "Banked Time".
- 23.18.2 Supervisors will take all reasonable steps to facilitate the elimination of accumulated credit or debit hours by such staff members. The provisions relating to Core time may be varied by the supervisor if necessary.
- 23.18.3 Staff members may be directed by the supervisor, in relation to their hours of attendance, to ensure that AWT is balanced to neither credit nor debit, at the conclusion of their last day of service. Such direction may include the taking of "Banked" or Flex time days.
- 23.18.4 Where a staff member has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that staff member will be adjusted accordingly.
- 23.18.5 Where despite the provisions of this clause, a staff member has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the staff member at the current salary rate. However, if requested by the staff member and agreed by the new agency, some or all such credit hours may be carried forward to the new agency.

23.19 Part-Time Staff Members

- 23.19.1 Part-time staff members may accumulate Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time staff members but calculated on a pro-rata hours basis. They may not be required to work more than their contract hours.
- 23.19.2 A staff member who is employed under a part-time work arrangement which does not require fixed starting or finishing times on all the normal working days may accrue up to the maximum pro-rata accumulated credit and debit entitlements under Flexible Working Hours.

- 23.19.3 Contract hours for a staff member working under a part-time arrangement shall be calculated on the total number of agreed hours to be worked in a settlement period.
- 23.19.4 Pro-rata Flex time entitlements shall be calculated to the nearest half hour on a pro-rata basis. Pro-rata Banked time entitlement shall be calculated to the nearest "Banked" day. When taking either a half or full Flex time day, the additional time to cover the absence could be made up over the settlement period with the supervisor's approval or by taking either recreation or extended leave.
- 23.19.5 A staff member who elects to change from full-time to part-time work by agreement, may be permitted to exhaust accumulated Flex time entitlements prior to commencing part-time work, or have any existing accumulated credit balance carried over. Future entitlements for Flex time from this accumulated credit hour balance carry over shall be calculated on the basis of fulltime work until exhausted.
- 23.19.6 A staff member who changes from part-time to full time employment by agreement, may be permitted to exhaust accumulated Flex time entitlements prior to commencing fulltime work, or carry over the entitlement, which until exhausted shall be calculated in accordance with paragraph 23.19.4 of this subclause.

23.20 Grievances

The parties shall co-operate in the monitoring of the operation of Flexible Working Hours. Identified operational and administrative problems may be raised either at workplace level through the applicable grievance procedures or through the Joint Consultative Committee.

24. Rostered Days Off for 38 Hour Week Workers

- 24.1 The provisions of this clause apply only to those staff members who work a 38 hour week and are entitled to a rostered day off in a regular cycle.
- 24.2 Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
- 24.2.1 Except as provided in paragraph 24.2.2 of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
- 24.2.2 Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the staff member resumes duty.
- 24.2.3 Exception - Notwithstanding the provisions of paragraph 24.2.2 of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- 24.3 In the event of unforeseen circumstances or NSW Police Force operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- 24.4 Where seasonal or school vacation considerations affect NSW Police Force operations, rostered days off may be accrued and taken during a less active period.
- 24.5 A rostered day off is not to be re-credited if the staff member is ill or incapacitated on a rostered day off.
- 24.6 Payment of higher duties is not to be made to another staff member for undertaking some or all of the duties of the staff member who is absent on a rostered day off.

25. Non-Compliance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Commissioner, shall investigate such non-compliance as soon as it comes to notice and shall take

appropriate remedial action according to the Commentary and Guidelines on Conduct and Performance Provisions s67 to 70 of the Government Sector Employment (GSE) Act, Clause 14 of the GSE Regulation, Parts 2,7 & 8 of the GSE Rules and Public Service Commission Guideline, 2014-004 Performance Development Framework and supporting guides, as varied from time to time.

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Commissioner, shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action according to the Commentary and Guidelines on Conduct and Performance Provisions, the Government Sector Employment (GSE) Act, the GSE Regulation, the GSE Rules and Public Service Commission guidelines as published from time to time.

26. Flexible Work Practices

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

27. Existing Hours of Work Determinations

Any existing Determinations/Agreements, pursuant to sections 86 and 87 of the Act on local arrangements in respect of the hours of work which operated in the NSW Police Force as at the effective date of 9 October 2006 of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006 published 1 December 2006 (361 I.G. 977), shall continue to apply until renegotiated.

SECTION 4 - TRAVEL ARRANGEMENTS

28. Travelling Compensation

- 28.1 Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the NSW Police Force.
- 28.2 The Commissioner shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- 28.3 Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 28.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 28.5 The NSW Police Force will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
- 28.6 Subject to subclause 28.14 of this clause, a staff member who is required by the Commissioner to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- 28.7 If meals are provided by the Government at the temporary work location, the staff member shall not be entitled to claim the meal allowance.

28.8 For the first 35 days, the payment shall be:

28.8.1 where the NSW Police Force elects to pay the accommodation provider the staff member shall receive:

- (a) the appropriate meal allowance in accordance with Item 1 of Table 2 - Allowances of Part B Monetary Rates, and
- (b) incidentals as set out in Item 3 of Table 2 - Allowances of Part B Monetary Rates, and
- (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;

28.8.2 where the NSW Police Force elects not to pay the accommodation provider the staff member shall elect to receive either:

- (a) the appropriate rate of allowance specified in Item 2 of Table 2 - Allowances of Part B Monetary Rates and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; or
- (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 2 - Allowances of Part B Monetary Rates.

28.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Commissioner that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.

28.10 Where a staff member is unable to so satisfy the Commissioner, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.

28.11 After the first 35 days - If a staff member is required by the Commissioner to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 2 - Allowances of Part B Monetary Rates.

28.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 28.11 of this clause, the NSW Police Force could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.

28.13 The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

28.14 This clause does not apply to staff members who are on an employee-initiated secondment in accordance with section 95 and or 95A of the Act.

29. Excess Travelling Time

29.1 Excess Travelling Time - A staff member directed by the Commissioner to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Commissioner's discretion, be compensated for such time either by:

29.1.1 Payment calculated in accordance with the provisions contained in this clause; or

29.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.

29.2 Compensation under paragraphs 29.1.1 or 29.1.2 of this clause, shall be subject to the following conditions:

29.2.1 On a non-working day - subject to the provisions of paragraphs 29.3.4, 29.3.5, 29.3.6 and 29.3.7 of this clause all time spent travelling on official business;

29.2.2 On a working day - subject to the provisions of subclause 29.3 of this clause, all time spent travelling on official business outside the usual hours of duty,

provided the period for which compensation is being sought is more than a half an hour on any one day.

29.3 Compensation for excess travelling time shall exclude the following:

29.3.1 Time normally taken for the periodic journey from home to headquarters and return;

29.3.2 Any periods of excess travel of less than 30 minutes on any one day;

29.3.3 Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;

29.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.

29.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;

29.3.6 Working on board ship where meals and accommodation are provided;

29.3.7 Any travel undertaken by a member of staff whose salary includes an all incidents of employment component;

29.3.8 Time within the flex time bandwidth;

29.3.9 Travel overseas;

29.3.10 For staff members under Flexible Working Hours any travel on official business during the standard or agreed bandwidth on a working day shall be treated as time worked.

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

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

29.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.

29.6 Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.

29.7 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

30. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty,

the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 29, Excess Travelling Time.

31. Meal Expenses on One-Day Journeys

- 31.1 A staff member who is authorised by the Commissioner to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 2 of Part B Monetary Rates for:-
- 31.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- 31.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
- 31.1.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

32. Restrictions on Payment of Travelling Allowances

- 32.1 An allowance under clause 28, Travelling Compensation is not payable in respect of:
- 32.1.1 Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
- 32.1.2 Any period of leave, except with the approval of the Commissioner or as otherwise provided by this clause; or
- 32.1.3 Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- 32.2 A staff member who is in receipt of an allowance under clause 28, Travelling Compensation shall be entitled to the allowance in the following circumstances:
- 32.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or
- 32.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;
- but is not entitled to any other allowance in respect of the same period.

33. Increase or Reduction in Payment of Travelling Allowances

- 33.1 Where the Commissioner is satisfied that a travelling allowance is:
- 33.1.1 Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
- 33.1.2 In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

34. Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the staff member.

35. Travelling Distance

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

SECTION 5 - ALLOWANCES AND OTHER MATTERS

36. Camping Allowances

- 36.1 Except as provided in an Award, Agreement or Determination, payment of the camping allowance applies to a staff member who is:-
- 36.1.1 In receipt of a camping equipment allowance under clause 40, Camping Equipment Allowance of this award; or
 - 36.1.2 Provided with camping equipment by the NSW Police Force; or
 - 36.1.3 Reimbursed by the NSW Police Force for the cost of hiring camping equipment.
- 36.2 When required to camp in connection with the performance of official duties, a staff member shall be paid an allowance for the expenses incurred in camping as follows:
- 36.2.1 The daily rate specified in Item 4 of Table 2 of Part B Monetary Rates for all expenses; and
 - 36.2.2 Where required to camp for more than 40 nights in any calendar year - that daily rate plus the additional rate for that year as specified in Item 4 of Table 2 - Allowances of Part B of Monetary Rates.
- 36.3 Where the Commissioner is satisfied that it was not reasonable in the circumstances for the staff member to camp, a staff member who is entitled to a camping allowance shall be paid a travelling allowance under clause 28, Travelling Compensation of this award instead of the camping allowance.
- 36.4 A staff member who is paid a remote areas allowance under clause 41, Allowance for Living in a Remote Area of this award is entitled to continue to receive that allowance while receiving a camping allowance.

37. Composite Allowance

- 37.1 A staff member who is required to perform official duty in the field; and on some occasions, is required to camp and on other occasions resides in accommodation for which an allowance is payable under Clause 28, Travelling Compensation of this award, may elect to be paid an all inclusive allowance for accommodation, meals and incidental expenses incurred as a result of being required to work in the field.
- 37.2 The rate of the allowance under this clause shall be the daily rate for all expenses as shown in Item 5 of Table 2 - Allowances of Part B, Monetary Rates.
- 37.3 In order to be paid the composite allowance under this clause, the staff member shall submit to the Commissioner an election each 12 months. If the election is not made by the staff member or not approved by the Commissioner, travelling or camping allowances under clauses 28 or 36 of this award, whichever is appropriate, shall apply.

- 37.4 An election under subclause 37.2 of this clause is revocable 12 months after it is made, unless the staff member changes classification.
- 37.5 A staff member who elects to receive the composite allowance is entitled to payment of the allowance, regardless of whether they are required to camp, or are residing temporarily in hotels, motels or other fixed establishments in order to perform official duties in the field (except as provided in subclause 37.5 of this clause).
- 37.6 On occasions when a staff member receiving a composite allowance is provided with accommodation by the Government, the allowance ceases. The incidental expenses allowances and reimbursement for any meal expenses properly and reasonably incurred and not provided by the Government are to be paid in accordance with clause 28, Travelling Compensation, of this award.
- 37.7 The amount of composite allowance payable per hour for a portion of a day is in all cases 1/24th of the appropriate daily rate. When the time taken is a fraction of an hour, periods of less than a half hour are disregarded while periods between a half hour and 1 hour are counted as 1 hour (that is, the time is rounded to the nearest hour).
- 37.8 A staff member who receives a composite allowance is entitled to the camping equipment allowance if the Commissioner certifies that it is necessary for the staff member to provide camping equipment at personal expense.

38. Allowance Payable for Use of Private Motor Vehicle

- 38.1 The Commissioner may authorise a staff member to use a private motor vehicle for work where:
- 38.1.1 Such use will result in greater efficiency or involve the NSW Police Force in less expense than if travel were undertaken by other means; or
- 38.1.2 Where the staff member is unable to use other means of transport due to a disability.
- 38.2 A staff member who, with the approval of the Commissioner, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 2 of Part B, Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 38.4 of this clause.
- 38.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 38.3.1 The casual rate is payable if a staff member elects, with the approval of the Commissioner, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 38.3.2 The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.
- 38.4 Deduction from allowance
- 38.4.1 Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
- 38.4.2 In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the staff member is required to operate on a long term basis or the designated headquarters per paragraph 38.4.3 of this subclause.

38.4.3 Designated headquarters

- (a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) A staff member's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

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

38.4.5 Where a headquarters has been designated per subparagraph 38.4.3(a) of this subclause and the staff member is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

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

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

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

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

- 38.7 Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 6 of Table 3 - Allowances of Part B, Monetary Rates.

39. Damage to Private Motor Vehicle Used for Work

- 39.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the NSW Police Force, provided:
- 39.1.1 The damage is not due to gross negligence by the staff member; and
- 39.1.2 The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- 39.2 Provided the damage is not the fault of the staff member, the NSW Police Force shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
- 39.2.1 The damage was sustained on approved work activities; and
- 39.2.2 The costs cannot be met under the insurance policy due to excess clauses.

40. Camping Equipment Allowance

- 40.1 In this clause, "camping equipment" includes instrument and travelling equipment.
- 40.2 A staff member who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 7 of Table 2 - Allowances of Part B Monetary Rates for the expense of providing the equipment.
- 40.3 A staff member who provides own bedding and sleeping bag while camping on official business, shall be paid an additional allowance at the rate specified in Item 7 of Table 2 - Allowances of Part B Monetary Rates.

41. Allowance for Living in a Remote Area

- 41.1 A staff member shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 41.1.1 Indefinitely stationed and living in a remote area as defined in subclause 41.2 of this clause; or
- 41.1.2 Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 41.2 of this clause.
- 41.2 Grade of appropriate allowance payable under this clause shall be determined as follows:
- 41.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 8 of Table 2 - Allowances of Part B Monetary Rates in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 41.2.2 and 41.2.3 of this subclause;
- 41.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 8 of Table 2 - Allowances of Part B Monetary Rates; in respect of the towns and localities of Angledool, Baringun, 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, shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 9 of Table 2 - Allowances of Part B, Monetary Rates for the additional costs of travel.

- 42.2 Dependant in this clause has the same meaning as subclause 41.4 of clause 41, Allowance for Living in a Remote Area of this award.
- 42.3 Allowances under this clause do not apply to staff members who have less than three years service and who, at the date of engagement, were resident in the defined area.

43. Overseas Travel

Unless the Commissioner determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by the NSW Police Force to travel overseas on official business, shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Department of Premier and Cabinet Circular as issued from time to time.

44. Exchanges

- 44.1 The Commissioner may arrange two way or one way exchanges with other organisations both public and private, if the NSW Police Force or the staff member will benefit from additional training and development which is intended to be used in the carrying out of NSW Police Force business.
- 44.2 The conditions applicable to those staff members who participate in exchanges will be determined by the Commissioner according to the individual circumstances in each case (Item 11 of Table 2 - Allowances of Part B, Monetary Rates).
- 44.3 The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 57, Conditions Applying to On Loan Arrangements, of this award apply to staff members who are loaned to the Association.

45. Room at Home Used as Office

- 45.1 Where no NSW Police Force office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, the NSW Police Force will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 12 of Table 2 - Allowances of Part B, Monetary Rates is payable for the use of a room at home as an office.
- 45.2 Where an office exists in a particular location - Where a NSW Police Force office or offices already exist in a particular location but the staff member and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 45.1 of this clause shall not apply in these circumstances.
- 45.3 Requirements - Arrangements under subclauses 45.1 or 45.2 of this clause shall be subject to:
- 45.3.1 A formal agreement being reached in respect of the hours to be worked; and
- 45.3.2 The work health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7, Working from Home in the Flexible Work Practices, Policy and Guidelines.

46. Semi-Official Telephones

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

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

47. Flying Allowance

Staff members, other than those employed to fly aircraft, shall be paid an allowance as specified in Item 14 of Table 2 - Allowances of Part B, Monetary Rates when required to work from an in-flight situation. The flying allowance payable under this clause shall be paid in addition to any other entitlement for the time actually spent working in the aircraft.

48. Uniforms, Protective Clothing and Laundry Allowance

- 48.1 Uniform, etc. provided by NSW Police Force - A staff member who is required or authorised by the Commissioner to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the NSW Police Force with such clothing and shall be paid an allowance at the rate specified in Item 16 of Table 2 - Allowances of Part B, Monetary Rates for laundering the uniform or protective clothing, unless the staff member is entitled to receive a laundry allowance under another industrial instrument.
- 48.2 Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the NSW Police Force.
- 48.3 Uniform, etc. provided by the staff member - Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

49. Compensation for Damage to or Loss of Staff Member's Personal Property

- 49.1 Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the NSW Police Force covering the damage to or loss of the personal property of the staff member.
- 49.2 If a claim under subclause 49.1 of this clause is rejected by the insurer, the Commissioner may compensate a staff member for the damage to or loss of personal property, if such damage or loss:

- 49.2.1 Is due to the negligence of the NSW Police Force, another staff member, or both, in the performance of their duties; or
- 49.2.2 Is caused by a defect in a staff member's material or equipment; or
- 49.2.3 Results from a staff member's protection of or attempt to protect NSW Police Force property from loss or damage.
- 49.3 Compensation in terms of subclause 49.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Commissioner may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 49.4 For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- 49.5 Compensation for the damage sustained shall be made by the NSW Police Force where, in the course of work, clothing or items such as spectacles, hearing aids, etc., are damaged or destroyed by natural disasters or by theft or vandalism.

50. Garage and Carport Allowance

- 50.1 Where a staff member garages a NSW Police Force vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Commissioner, such staff member shall be paid an appropriate rate of allowance as specified in Item 16 of Table 2 - Allowances of Part B, Monetary Rates.
- 50.2 Payment of the garage or carport allowance shall continue during periods when the staff member is absent from headquarters.

51. Community Language Allowance Scheme (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,
- shall be paid an allowance as specified in Item 17 of Table 2 - Allowances of Part B, Monetary Rates, subject to subclauses 51.2 and 51.3 of this clause.
- 51.2 The base level of the CLAS is paid to staff members who:
- 51.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
- 51.2.2 have passed an examination administered by the Community Relations Commission or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 51.3 The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:
- 51.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the Commissioner; or

51.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

52. First Aid Allowance

- 52.1 A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 18 of Table 2 - Allowances of Part B, Monetary Rates.
- 52.2 The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 52.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to a staff member appointed as a First Aid Officer who:
- 52.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and
- 52.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 52.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 52.5 When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 52.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who need to be trained to meet NSW Police Force needs, and the cost of retraining First Aid Officers, are to be met by the NSW Police Force.

53. Review of Allowances Payable in Terms of This Award

- 53.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
- 53.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO).
- (a) Clause 28, Travelling Compensation;
 - (b) Clause 31, Meal Expenses on One Day Journeys;
 - (c) Clause 96, Overtime Meal Allowances.
- 53.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):
- (a) Clause 38, Allowances Payable for the Use of Private Motor Vehicles.
- 53.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
- (a) Clause 36, Camping Allowances;

- (b) Clause 37, Composite Allowance;
 - (c) Clause 40, Camping Equipment Allowance;
 - (d) Clause 41, Allowance for Living in a Remote Area;
 - (e) Clause 42, Assistance to Staff Members Stationed in a Remote Area when Travelling on Recreation Leave;
 - (f) Clause 45, Room at Home used as Office;
 - (g) Clause 48, Uniforms, Protective Clothing and Laundry Allowance;
 - (h) Clause 50, Garage and Carport Allowance.
- 53.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:
- (a) Clause 47, Flying Allowance;
 - (b) Clause 51, Community Language Allowance Scheme (CLAS);
 - (c) Clause 52, First Aid Allowance;
 - (d) Clause 94, On-Call (Stand-by) and On-Call Allowance.

SECTION 6 - UNION CONSULTATION, ACCESS AND ACTIVITIES

54. Trade Union Activities Regarded as on Duty

- 54.1 An Association delegate will be released from the performance of normal duty with the NSW Police Force when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:
- 54.1.1 Attendance at meetings of the workplace's Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*.
- 54.1.2 Attendance at meetings with workplace management or workplace management representatives;
- 54.1.3 A reasonable period of preparation time, before:
- (a) Meetings with management;
 - (b) Disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (c) Any other meeting with management,
- by agreement with management, where operational requirements allow the taking of such time;
- 54.1.4 Giving evidence in court on behalf of the employer;

- 54.1.5 Appearing as a witness before the Industrial Relations Commission for promotional or disciplinary appeals.
- 54.1.6 Representing the Association at the Industrial Relations Commission in relation to promotional or disciplinary appeals.
- 54.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the NSW Police Force; and
- 54.1.8 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

55. Trade Union Activities Regarded as Special Leave

- 55.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:-
 - 55.1.1 Annual or biennial conferences of the Association;
 - 55.1.2 Meetings of the Association 's Executive, Committee of Management or Councils;
 - 55.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - 55.1.4 Attendance at meetings called by Unions NSW and or the Public Service Commission involving the Association which requires attendance of a delegate;
 - 55.1.5 Attendance at meetings called by the Commissioner, as the employer for industrial purposes, as and when required;
 - 55.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
 - 55.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 54, 55 and 56 of this award apply.

56. Trade Union Training Courses

- 56.1 The following training courses will attract the grant of special leave as specified below:-
 - 56.1.1 Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions, on which special leave for such courses will be granted, shall be negotiated between the Commissioner and the Association under a local arrangement pursuant to clause 12, Local Arrangements, of this award.
 - 56.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) Payment being at the base rate, 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 shall approach the Commissioner in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

57.1.9 Where the Commissioner and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Director - General for determination after consultation with the Commissioner and the Association.

58. Period of Notice for Trade Union Activities

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

59. Access to Facilities by Trade Union Delegates

- 59.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:
- 59.1.1 Telephone, facsimile, internet and E-mail facilities;
 - 59.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
 - 59.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

60. Responsibilities of the Trade Union Delegate

- 60.1 Responsibilities of the Association delegate are to:
- 60.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
 - 60.1.2 Participate in the workplace consultative processes, as appropriate;
 - 60.1.3 Follow the dispute settling procedure applicable in the workplace;
 - 60.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
 - 60.1.5 Account for all time spent on authorised Association business;
 - 60.1.6 When special leave is required, to apply for special leave in advance;
 - 60.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Commissioner and the Association; and
 - 60.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

61. Responsibilities of the Trade Union

- 61.1 Responsibilities of the Association are to:
- 61.1.1 Provide written advice to the Commissioner about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
 - 61.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management;
 - 61.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
 - 61.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
 - 61.1.5 Apply to the Commissioner well in advance of any proposed extension to the "on loan" arrangement;
 - 61.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and

61.1.7 Advise employer of any leave taken by the Association delegate during the on loan arrangement.

62. Responsibilities of Workplace Management

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

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

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

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

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

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

62.1.6 Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flex leave, to apply the provisions of paragraph 62.1.5 of this clause;

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

62.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and

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

63. Right of Entry Provisions

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

64. Travelling and Other Costs of Trade Union Delegates

64.1 Except as specified in paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.

64.2 In respect of meetings called by the workplace management in terms of paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management, of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 28, Travelling Compensation, 31, Meal Expenses on One Day Journeys or 32, Restrictions on Payment of Travelling Allowances of this award.

64.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the NSW Police Force or the Director - General, in respect of Association activities covered by special leave or on duty activities provided for in this clause.

- 64.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the NSW Police Force by the Association or the staff member.

65. Industrial Action

- 65.1 Provisions of the *Industrial Relations Act 1996* shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under clause 9, Grievance and Dispute Settling Procedures).
- 65.2 There will be no victimisation of staff members prior to, during or following such industrial action.

66. Consultation and Technological Change

- 66.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and the Association.
- 66.2 The NSW Police Force management shall consult with the Association prior to the introduction of any technological change.

67. Deduction of Trade Union Membership Fees

At the staff member's election, the Commissioner shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Commissioner and the Association in accordance with clause 12, Local Arrangements of this award.

SECTION 7 - LEAVE

68. Leave - General Provisions

- 68.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Commissioner and the Association in terms of clause 12, Local Arrangements of this award.
- 68.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 68.3 Unless otherwise specified in this award a temporary employee employed under Sections 90 and 91 of the Act is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the NSW Police Force Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 68.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

69. Absence from Work

- 69.1 A staff member must not be absent from work unless reasonable cause is shown.
- 69.2 If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- 69.3 If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from duty without authorised leave and the Commissioner shall deduct from the pay of the staff member the amount equivalent to the period of the absence.

- 69.4 The minimum period of leave available to be granted shall be one hour, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 69.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

70. Applying for Leave

- 70.1 An application by a staff member for leave under this award shall be made to and dealt with by the Commissioner.
- 70.2 The Commissioner shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the NSW Police Force permit this to be done.

71. Extended Leave

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

72. Family and Community Service Leave

- 72.1 The Commissioner shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 72.2 of this clause. The Commissioner may also grant leave for the purposes in subclause 72.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 72.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
- 72.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - 72.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 72.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - 72.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 72.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case.
- 72.3 Family and community service leave may also be granted for:
- 72.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - 72.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 72.4 The definition of "family or "relative" in this clause is the same as that provided in paragraph 82.4.2 of clause 82, Sick Leave to Care for Family Member, of this award.

72.5 From the 1 January 2010, FACS leave on full pay accrues as follows:

72.5.1 2 ½ days in the staff member's first year of service;

72.5.2 2 ½ days in the staff member's second year of service; and

72.5.3 one day per year thereafter.

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

72.7 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.

72.8 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 82, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.

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

73. Leave Without Pay

73.1 The Commissioner may grant leave without pay to a staff member if good and sufficient reason is shown.

73.2 Leave without pay may be granted on a full-time or a part-time basis.

73.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.

73.4 Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.

73.5 A staff member who has been granted leave without pay, shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Commissioner.

73.6 A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

73.7 No paid leave shall be granted during a period of leave without pay.

73.8 A permanent appointment may be made to the staff member's position if:

73.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and

73.8.2 the staff member is advised of the Commissioner's proposal to permanently backfill their position; and

73.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and

- 73.8.4 the Commissioner advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 73.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 73.10 The staff member does not cease to be employed by the NSW Police Force if their position is permanently backfilled.
- 73.11 Subclause 73.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 76.9.1(a) of clause 76, Parental Leave or to military leave.

74. Military Leave

- 74.1 During the period of 12 months commencing on 1 July each year, the Commissioner may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.
- 74.2 In accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth), it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary defence Reserve service.
- 74.3 Up to 24 working days military leave per financial year may be granted by the Commissioner to members of the Naval and Military Reserve and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 74.1 of this clause.
- 74.4 The Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 74.5 A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 74.3 of this clause may be granted Military Leave Top up Pay by the Commissioner.
- 74.6 Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 74.7 During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and the NSW Police Force is to continue to make superannuation contributions at the normal rate.
- 74.8 At the expiration of military leave in accordance with subclause 74.3 or 74.4 of this clause, the staff member shall furnish to the Commissioner a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

75. Observance of Essential Religious Or Cultural Obligations

- 75.1 A staff member of:
- 75.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 75.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.

- 75.2 Provided adequate notice as to the need for leave is given by the staff member to the NSW Police Force and it is operationally convenient to release the staff member from duty, the Commissioner must grant the leave applied for by the staff member in terms of this clause.
- 75.3 A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Commissioner subject to:
- 75.3.1 Adequate notice being given by the staff member;
- 75.3.2 Prior approval being obtained by the staff member; and
- 75.3.3 The time off being made up in the manner approved by the Commissioner.
- 75.4 Notwithstanding the provisions of subclauses 75.1, 75.2 and 75.3 of this clause, arrangements may be negotiated between the NSW Police Force and the Association in terms of clause 12, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

76. Parental Leave

- 76.1 Parental leave includes maternity, adoption and "other parent" leave.
- 76.2 Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
- 76.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 76.2.2 For a further period of up to 12 months after the actual date of birth.
- 76.2.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 76.3 Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- 76.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 76.3.2 For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
- 76.3.3 Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flex time or family and community service leave.
- 76.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 76.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 76.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 76.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

- 76.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- 76.5.1 Applied for parental leave within the time and in the manner determined set out in subclause 76.10 of this clause; and
 - 76.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - 76.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.
- 76.6 Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 76.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - 76.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - 76.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 76.7 A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 76.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - 76.7.2 at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - 76.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 76.8 Except as provided in subclauses 76.5, 76.6 and 76.7 of this clause, parental leave shall be granted without pay.
- 76.9 Right to request
- 76.9.1 A staff member who has been granted parental leave in accordance with subclause 76.2, 76.3 or 76.4 of this clause may make a request to the Commissioner to:
 - (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the staff member in reconciling work and parental responsibilities.

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

76.10 Notification Requirements

76.10.1 When the NSW Police Force is made aware that a staff member or their spouse is pregnant or is adopting a child, the NSW Police Force must inform the staff member of their entitlements and their obligations under the Award.

76.10.2 A staff member who wishes to take parental leave must notify the Commissioner in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:

- (a) that she/he intends to take parental leave, and
- (b) the expected date of birth or the expected date of placement, and
- (c) if she/he is likely to make a request under subclause 76.9 of this clause.

76.10.3 At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:

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

76.10.4 Staff member's request and the Commissioner's decision to be in writing

The staff member's request under paragraph 76.9.1 and the Commissioner's decision made under paragraph 76.9.2 must be recorded in writing.

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

76.10.6 A staff member on maternity leave is to notify the NSW Police Force of the date on which she gave birth as soon as she can conveniently do so.

76.10.7 A staff member must notify the NSW Police Force as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

76.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commissioner and any number of times with the consent of the Commissioner. In each case she/he must give the NSW Police Force at least 14 days notice of the change unless the Commissioner decides otherwise.

76.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 76.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.

- 76.12 If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- 76.13 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 76.14 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the NSW Police Force) must be given.
- 76.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 76.16 A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 76.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 76.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 76.17.2 the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay; and
 - 76.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate
- 76.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commissioner, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 76.19 If such adjustments cannot reasonably be made, the Commissioner must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- 76.20 Communication during parental leave
- 76.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the NSW Police Force shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and

- (b) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
- 76.20.2 The staff member shall take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
- 76.20.3 The staff member shall also notify the Commissioner of changes of address or other contact details which might affect the NSW Police Force capacity to comply with paragraph 76.20.1 of this subclause.

77. Purchased Leave

- 77.1 A staff member may apply to enter into an agreement with the Commissioner to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 77.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account NSW Police Force business needs and work demands.
 - 77.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
 - 77.1.3 The leave will count as service for all purposes.
- 77.2 The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.
- 77.2.1 Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
 - 77.2.2 To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 77.3 Purchased leave is subject to the following provisions:
- 77.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - 77.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
 - 77.3.3 Sick leave cannot be taken during a period of purchased leave.
 - 77.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - 77.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.
 - 77.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 77.4 Specific conditions governing purchased leave may be amended from time to time by the Director - General in consultation with the Association. The NSW Police Force may make adjustments relating to its salary administration arrangements.

78. Recreation Leave

78.1 Accrual

78.1.1 Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

78.1.2 Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, employed in terms of the Police Regulation 2015, who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal.

78.1.3 Recreation leave accrues from day to day.

78.2 Limits on Accumulation and Direction to take leave

78.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Commissioner in special circumstances.

78.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Commissioner according to the wishes of the staff member.

78.2.3 The Commissioner shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the NSW Police Force.

78.2.4 The Commissioner shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the NSW Police Force.

78.2.5 A staff member must take their recreation leave to reduce their accrual below 8 weeks or its hourly equivalent, and the NSW Police Force must cooperate in this process.

78.3 Conservation of Leave - If the Commissioner is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Commissioner shall:-

78.3.1 Specify in writing the period of time during which the excess shall be conserved; and

78.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.

78.3.3 The Commissioner will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.

78.4 Miscellaneous

78.4.1 Unless a local arrangement has been negotiated between the Commissioner and the Association, recreation leave is not to be granted for a period less than one (1) hour or in other than multiples of one (1) hour.

78.4.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to one (1) hour (fractions less than one (1) hour being rounded up).

- 78.4.3 Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 78.4.4 of this subclause.
- 78.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 78.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 78.4.4 of this subclause shall be calculated to an exact one (1) hour (fractions less than one (1) hour being rounded down).
- 78.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 78.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 76, Parental Leave of this award.
- 78.4.8 On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 78.4.9 A staff member to whom paragraph 78.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 78.5 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.
- 78.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:
- 78.6.1 To the widow or widower of the staff member; or
- 78.6.2 If there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 78.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Commissioner was, at the time of the staff member's death, a dependent relative of the staff member; or
- 78.6.4 If there is no person entitled under paragraph 78.6.1, 78.6.2 or 78.6.3 of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.
- 78.7 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays - Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave or payment as provided for in subclause 89.7 of clause 89, Shift Work of this award.
- 78.8 Recreation leave does not accrue during leave without pay other than
- 78.8.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 78.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;

- 78.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 78.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
- 78.8.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 78.9 A staff member entitled to additional recreation leave under paragraph 78.1.2 of this clause, or under paragraph 89.8.1 of clause 89, Shift Work of this award, can elect at any time to cash out the additional recreation leave.

A staff member entitled to additional recreation leave under paragraph 78.1.2 of this clause, or under paragraph 89.7.6 of clause 89, Shift Work of this award, can elect at any time to cash out the additional recreation leave.

79. Annual Leave Loading

- 79.1 General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 79.2 to 79.6 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 79.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member:-
- 79.2.1 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
- 79.2.2 If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- 79.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 79.3.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
- 79.3.2 17½% annual leave loading.
- 79.4 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 79.5 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 79.6 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- 79.6.1 Annual leave loading for the previous leave year shall be paid in the first pay on or after 1 December in the subsequent leave year.
- 79.6.2 Notwithstanding paragraph 79.6.1 above a staff member may, with appropriate notice, elect to defer the payment of annual leave loading to a subsequent pay period. Provided further that such deferral shall be limited to the last pay on or before 31 December in the same leave year.
- 79.6.3 While annual leave loading shall not be paid in the first leave year of employment it shall be paid in the subsequent leave year in accordance with paragraphs 78.6.1 and 78.6.2 of this subclause.

79.6.4 A staff member who has not been paid annual leave loading for the previous leave year, shall be paid annual leave loading on resignation, retirement or termination by the NSW Police Force for any reason other than the staff member's serious and intentional misconduct.

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

80. Sick Leave

80.1 Illness in this clause and in clauses 81 and 82 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.

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

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

80.2.2 Providing evidence of illness as soon as practicable if required by clause 81, Sick Leave - Requirements for Evidence of Illness of this award.

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

80.3.1 Shall grant to the staff member sick leave on full pay; and

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

80.4 The Commissioner may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:

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

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

80.4.3 is a risk to the health, wellbeing or safety of other staff members, NSW Police Force clients or members of the public

80.5 The Commissioner may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.

80.6 Entitlements - Any staff member appointed from 1 January 2009 will commence accruing sick leave in accordance with this clause immediately. Existing staff members at 1 January 2009 will accrue sick leave in accordance with this clause from 1 January 2009 onwards.

80.6.1 At the commencement of employment with the NSW Police Force, a full-time staff member is granted an accrual of 5 days sick leave.

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

80.6.3 After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.

80.6.4 All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.

- 80.6.5 Notwithstanding the provisions of paragraph 80.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
- 80.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 80.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 80.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 80.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Commissioner approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 80.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

81. Sick Leave - Requirements for Evidence of Illness

- 81.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Commissioner in respect of the absence.
- 81.2 In addition to the requirements under subclause 80.2 of clause 80, Sick Leave, of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Commissioner. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Commissioner for each occasion absent for the balance of the calendar year.
- 81.3 As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Commissioner is satisfied that the reason for the absence is genuine.
- 81.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Commissioner will advise them in advance.
- 81.5 If the Commissioner is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to the NSWPF nominated medical assessor or its successor for advice.
- 81.5.1 The type of leave granted to the staff member will be determined by the Commissioner based on the NSWPF nominated medical assessor or its successor's advice.
- 81.5.2 If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 81.6 The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the NSW Police Force.
- 81.7 The reference in this clause to evidence of illness shall apply, as appropriate:

- 81.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Commissioner's discretion, another registered health services provider,
- 81.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 81.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 81.7.3 at the Commissioner's discretion, other forms of evidence that satisfy that the staff member had a genuine illness.
- 81.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the Commissioner satisfactory evidence of illness in respect of an illness which occurred during the leave, the Commissioner may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
- 81.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 81.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 81.9 Subclause 81.8 of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

82. Sick Leave to Care for a Family Member

- 82.1 Where family and community service leave provided for in clause 72, Family and Community Service Leave of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 82.4 of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 82.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- 82.3 If required by the Commissioner to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 81.6 of clause 81, Sick Leave - Requirements for Evidence of Illness of this award.
- 82.4 The entitlement to use sick leave in accordance with this clause is subject to:
- 82.4.1 The staff member being responsible for the care and support of the person concerned; and
- 82.4.2 The person concerned being:-
- (a) a spouse of the staff member; or
 - (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
 - (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

83. Sick Leave - Workers Compensation

- 83.1 The Commissioner shall advise each staff member of their rights under the *Workers Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- 83.2 A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers Compensation Act 1987*, shall be required to lodge a claim for any such compensation.
- 83.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Commissioner shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 83.4 The Commissioner will ensure that, once received by the NSW Police Force, a staff member's workers compensation claim is lodged by the NSW Police Force with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 83.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Commissioner shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- 83.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- 83.7 A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- 83.8 If a staff member notifies the Commissioner that he or she does not intend to make a claim for any such compensation, the Commissioner shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 83.9 A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- 83.10 If the Commissioner provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.

- 83.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- 83.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
- 83.12.1 The staff member's claim for workers compensation;
 - 83.12.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 83.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 83.12.4 Action taken by the Commissioner either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

84. Sick Leave - Claims Other Than Workers Compensation

- 84.1 If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987* sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:-
- 84.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the NSW Police Force to the staff member; and
 - 84.1.2 In the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the NSW Police Force the monetary value of any such period of sick leave.
- 84.2 Sick Leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases Where the Commissioner is satisfied that the refusal or failure is unavoidable.
- 84.3 On repayment to the NSW Police Force of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

85. Special Leave

- 85.1 Special Leave - Jury Service
- 85.1.1 A staff member shall, as soon as possible, notify the Commissioner of the details of any jury summons served on the staff member.
 - 85.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Commissioner a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
 - 85.1.3 When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Commissioner shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Commissioner shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.

- 85.2 Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the NSW Police Force.
- 85.3 Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- 85.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 85.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- 85.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the NSW Police Force for the required period.
- 85.4 Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- 85.5 Special Leave - Examinations -
- 85.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Commissioner.
- 85.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 85.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- 85.6 Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 55, Trade Union Activities Regarded as Special Leave of this award.
- 85.7 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.
- 85.8 Return Home When Transferred to New Location - Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 85.9 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- 85.10 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Commissioner for such other purposes, subject to the conditions specified in the New South Wales

Public Service Commission Personnel Handbook published by the Public Service Commission on-line www.psc.nsw.gov.au. at the time the leave is taken.

85.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 86, Leave for Matters Arising From Domestic Violence, have been exhausted, the Commissioner shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

86. Leave for Matters Arising from Domestic Violence

- 86.1 The definition of domestic violence is found in clause 3.73, Definitions, of this award.
- 86.2 Leave entitlements provided for in clause 72, Family and Community Service Leave, clause 80, Sick Leave and clause 82, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 86.3 Where the leave entitlements referred to in subclause 86.2 are exhausted, the Commissioner shall grant Special Leave as per clause 85.11.
- 86.4 The Commissioner will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, A Domestic Violence Support Service or Lawyer.
- 86.5 Personal information concerning domestic violence will be kept confidential by the NSW Police Force.
- 86.6 An application for leave for matters arising from domestic violence under this clause will trigger the NSW Police Force response to domestic and family violence with respect to the immediate and long term protection of victims, including specific police obligations for the investigation and management of such matters. Such actions are in line with obligations under the *Crimes (Domestic and Family Violence) Act 2007*.
- 86.7 The Commissioner, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

SECTION 8 - TRAINING AND PROFESSIONAL DEVELOPMENT

87. Staff Development and Training Activities

- 87.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 87.1.1 All staff development courses conducted by a NSW Public Sector organisation;
 - 87.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 87.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 87.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- 87.2.1 Activities for which study assistance is appropriate;
 - 87.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and

- 87.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 87.3 Attendance of a staff member at activities considered by the Commissioner to be:
- 87.3.1 Essential for the efficient operation of the NSW Police Force; or
- 87.3.2 Developmental and of benefit to NSW public sector
- shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- 87.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the NSW Police Force:
- 87.4.1 Recognition that the staff members are performing normal duties during the course;
- 87.4.2 Adjustment for the hours so worked under flexible working hours;
- 87.4.3 Payment of course fees:
- 87.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
- 87.4.5 Payment of overtime where the activity could not be conducted during the staff member's normal hours and the Commissioner is satisfied that the approval to attend constitutes a direction to work overtime under clause 90, Overtime - General of this award.
- 87.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the NSW Police Force:
- 87.5.1 Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
- 87.5.2 Payment of course fees;
- 87.5.3 Reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
- 87.5.4 Such other conditions as may be considered appropriate by the Commissioner given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 87.6 Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Commissioner is able to release the staff member, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 87.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this clause.

88. Study Assistance

- 88.1 The Commissioner shall have the power to grant or refuse study time.
- 88.2 Where the Commissioner approves the grant of study time, the grant shall be subject to:

- 88.2.1 The course being a course relevant to the NSW Police Force and/or the public service;
- 88.2.2 The time being taken at the convenience of the NSW Police Force; and
- 88.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 88.3 Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.
- 88.4 Study time may be used for:
- 88.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
- 88.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- 88.4.3 Private study; and/or
- 88.4.4 Accumulation, subject to the conditions specified in subclauses 88.6 to 88.10 of this clause.
- 88.5 Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 88.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 88.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 88.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 88.6 to 88.10 of this clause.
- 88.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW Police Force.
- 88.7 Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and the NSW Police Force.
- 88.8 Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 88.9 Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 88.10 Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 88.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 88.12 Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face

- course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 88.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 88.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 88.15 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 88.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 88.17 The period granted as examination leave shall include:
- 88.17.1 Time actually involved in the examination;
- 88.17.2 Necessary travelling time, in addition to examination leave,
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- 88.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 88.19 Study Leave - Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 88.20 All staff members are eligible to apply and no prior service requirements are necessary.
- 88.21 Study leave shall be granted without pay, except where the Commissioner approves financial assistance. The extent of financial assistance to be provided shall be determined by the Commissioner according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 88.22 Where financial assistance is approved by the Commissioner for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- 88.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the NSW Police Force may choose to identify courses or educational programmes of particular relevance or value and establish a NSW Police Force scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SECTION 9 - SHIFT WORK AND OVERTIME

89. Shift Work

- 89.1 Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day - at or after 6am and before 10 am	Nil
Afternoon - at or after 10am and before 1 pm	10.0%
Afternoon - at or after 1pm and before 4 pm	12.5%
Night - at or after 4pm and before 4 am	15.0%

Night - at or after 4am and before 6 am	10.0%
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89.2 The loadings specified in subclause 89.1 of this clause shall only apply to shifts worked from Monday to Friday.

89.3 Weekends and Public Holidays - For the purpose of this clause where a shift is worked past midnight into or on a Saturday, Sunday or Public Holiday, payment is to be made at the rate applicable to the day on which the particular hours are worked.

89.4 Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.

89.5 Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.

89.6 Public Holidays: The following shall apply:

89.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;

89.6.2 A shift worker rostered off duty on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;

89.7 Annual leave shall accrue at the rate of four weeks per year, that is 20 working days plus 8 rest days.

89.8 Additional leave shall accrue on the following basis:

89.8.1

Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

89.8.2 Where the shift worker retires or resigns or the employment of a shift worker is terminated by the employer, any payment that has accrued from the preceding 1 December until the last day of service shall be paid to the shift worker.

89.8.3 Payment shall be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement, resignation or termination.

89.9 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Commissioner.

89.10 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.

89.11 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.

- 89.12 If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 91, Overtime Worked by Shift Workers of this award, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- 89.13 Time spent off duty may be calculated by determining the amount of time elapsed after:
- 89.13.1 The completion of an ordinary rostered shift; or
 - 89.13.2 The completion of authorised overtime; or
 - 89.13.3 The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- 89.14 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

90. Overtime - General

- 90.1 A staff member may be directed by the Commissioner to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 90.1.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 90.1.2 Any risk to staff member health and safety,
 - 90.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the NSW Police Force and the effect on client services,
 - 90.1.4 The notice (if any) given by the Commissioner regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - 90.1.5 Any other relevant matter.
- 90.2 Payment for overtime shall be made only where the staff member works directed overtime.
- 90.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after the bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 12, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Commissioner to work more than 7 hours after finishing overtime or before commencing overtime.
- 90.4 Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
- 90.4.1 Compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - 90.4.2 Be paid an allowance for overtime and/or on-call (standby) allowance; or
 - 90.4.3 A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

91. Overtime Worked by Shift Workers

- 91.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- 91.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 91.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 91.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
- 91.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- 91.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- 91.3 The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

92. Overtime Worked By Day Workers

- 92.1 The provisions of this clause shall not apply to:
- 92.1.1 Shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 89, Shift Work and clause 91, Overtime Worked by Shift Workers of this award apply;
- 92.1.2 Staff members covered by formal local arrangements in respect of overtime negotiated between the Commissioner and the Association;
- 92.1.3 Staff members to whom overtime provisions apply under another industrial instrument;
- 92.1.4 Staff members whose salary includes compensation for overtime;
- 92.1.5 Staff members who receive an allowance in lieu of overtime; and
- 92.2 Rates - Overtime shall be paid at the following rates:
- 92.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 12, Local Arrangements, of this award apply;
- 92.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- 92.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 92.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 92.3 If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week

unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.

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

92.5 Rest Periods

92.5.1 A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.

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

93. Recall to Duty

93.1 A staff member recalled to work overtime after leaving NSW Police Force premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.

93.2 The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.

93.3 When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.

93.4 When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.

93.5 A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.

93.6 A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.

93.7 This clause shall not apply in cases where it is customary for a staff member to return to NSW Police Force premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

94. On-Call (Stand-By) and on-Call Allowance

94.1 Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:

94.1.1 Entitled to be paid the on call allowance set out in Item 13 of Table 2 - Allowances of Part B Monetary Rates when directed by the NSW Police Force to be on call or on standby for a possible recall to duty outside the staff member's working hours;

94.1.2 If a staff member who is on call and is called out by the NSW Police Force, the overtime provisions as set out in clause 91, Overtime Worked by Shift Workers or clause 92, Overtime Worked by Day Workers of this award, whichever is appropriate, shall apply to the time worked;

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

95. Overtime Meal Breaks

- 95.1 Staff members not working flexible working hours - A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 95.2 Staff member working flexible working hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 95.3 Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

96. Overtime Meal Allowances

- 96.1 If an adequate meal is not provided by the NSW Police Force, a meal allowance shall be paid by the NSW Police Force at the appropriate rate specified in Item 19 of Table 2 - Allowances of Part B, Monetary Rates, provided the Commissioner is satisfied that:
- 96.1.1 the time worked is directed overtime;
- 96.1.2 the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 96.1.3 where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
- 96.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 96.2 Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Commissioner shall approve payment of actual expenses.
- 96.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 96.4 Receipts shall be provided to the Commissioner or delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- 96.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Commissioner and the Association from negotiating different meal provisions under a local arrangement.

97. Rate of Payment for Overtime

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Commissioner approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

98. Payment for Overtime or Leave in Lieu

- 98.1 The Commissioner shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause 98.2 of this clause.
- 98.2 The following provisions shall apply to the leave in lieu:
- 98.2.1 The staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
- 98.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
- 98.2.3 The leave must be taken at the convenience of the NSW Police Force, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 81, Sick Leave to Care for a Sick Family Member, of this award apply.
- 98.2.4 The leave shall be taken in multiples of one (1) hour, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's section;
- 98.2.5 Leave in lieu accrued in respect of overtime shall be given by the NSW Police Force and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Commissioner and the Association;
- 98.2.6 A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

99. Calculation of Overtime

- 99.1 Unless a minimum payment in terms of subclause 92.4 of clause 92, Overtime Worked by Day Workers, of this award applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- 99.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:
- $$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$
- 99.3 The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:
- $$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$
- 99.4 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- 99.5 Overtime is not payable for time spent travelling.

100. Provision of Transport in Conjunction with Working of Overtime

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

Departure or arrival after 8.00p.m of a staff member on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means

of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk.

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

100.2 Arrangement of Overtime

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

100.3 Provision of Taxis

Where a staff member:

100.3.1 ceases overtime duty after 8.00 p.m., or

100.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 p.m.,

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

SECTION 10 - MISCELLANEOUS

101. Anti-Discrimination

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

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

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

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

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

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

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

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

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

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

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

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

102. Secure Employment

102.1 Work Health and Safety

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

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

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

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

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

102.2 Disputes regarding the application of this clause

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

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

103. Existing Entitlements

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

104. Area, Incidence and Duration

- 104.1 This award shall apply to Administrative Officers and Temporary Employees as defined in the NSW *Police Act 1990*.
- 104.2 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 21 October 2016 (380 I.G. 1128), 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 19 September 2019.
- 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 and Clerical Officer		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.5% \$
Clerks General Scale		
Clerks General Scale step 1	4	31,366
Clerks General Scale step 2	6	35,595
Clerks General Scale step 3 - 1st year of service or 18 years	7	37,835
Clerks General Scale step 4 - Minimum for - employee with Business Administration Certificate III,- Government Certificate III or equivalent at 18 years of age- employee with Higher School Certificate qualification at 19 years of age	9	42,871
Clerks General Scale step 5 - Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age- employee 20 years of age	11	45,762
Clerks General Scale step 6 - Minimum for employee 21 years of age	17	49,322
Clerks General Scale step 7	20	50,667
Clerks General Scale step 8	23	52,810
Clerks General Scale step 9	25	53,767
Clerks General Scale step 10	28	55,102
Clerks General Scale step 11	32	57,141
Clerks General Scale step 12	36	59,211
Clerks General Scale step 13	40	61,399

Provided that officers who on 6th December 1979 were on 14th year of the General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No 202 of 1979 shall be paid by way of allowance above Step 13 of General Scale	-	64,024
Grade 1		
1st year of service	46	64,779
Thereafter	49	66,682
Grade 2		
1st year of service	52	68,543
Thereafter	55	70,425
Grade 3		
1st year of service	58	72,418
Thereafter	61	74,603
Grade 4		
1st year of service	64	76,931
Thereafter	67	79,297
Grade 5		
1st year of service	75	85,488
Thereafter	78	88,184
Grade 6		
1st year of service	82	91,641
Thereafter	85	94,327
Grade 7		
1st year of service	88	97,152
Thereafter	91	100,056
Grade 8		
1st year of service	95	104,226
Thereafter	98	107,541
Grade 9		
1st year of service	101	110,745
Thereafter	104	113,859
Grade 10		
1st year of service	108	118,507
Thereafter	111	122,038
Grade 11		
1st year of service	116	128,089
Thereafter	120	133,519
Grade 12		
1st year of service	126	141,882
Thereafter	130	148,134

Administrative Officer and Temporary Employee Classifications	
Classification and Grades	1.7.19 Per annum 2.50% \$
Armourer, Police	
1st year of service	76,191
2nd year of service	77,578
3rd year of service	79,297
4th year of service and thereafter	80,795
Senior Armourer, Police	
1st year of service	84,635
2nd year of service	86,430
3rd year of service and thereafter	88,889

Administrative and Clerical Clerks General Scale	
Clerks General Scale step 1	31,366
Clerks General Scale step 2	35,595
Clerks General Scale step 3	37,835
- 1st year of service or 18 years	
Clerks General Scale step 4 Minimum for:	42,871
- 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	
Clerks General Scale step 5 Minimum for:	45,762
- 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	
Clerks General Scale step 6	49322
Minimum for employee 21 years of age	
Clerks General Scale step 7	50,667
Clerks General Scale step 8	52,810
Clerks General Scale step 9	53,767
Clerks General Scale step 10	55,102
Clerks General Scale step 11	57,141
Clerks General Scale step 12	59,211
Clerks General Scale step 13	61,399
Provided that officers who on 6th December 1979 were on 14th year of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above step 13 of the General Scale	64,024
Grade 1	
1st year of service	64,779
Thereafter	66,682
Grade 2	
1st year of service	68,543
Thereafter	70,425
Grade 3	
1st year of service	72,418
Thereafter	74,603
Grade 4	
1st year of service	76,931
Thereafter	79,297
Grade 5	
1st year of service	85,488
Thereafter	88,184
Grade 6	
1st year of service	91,641
Thereafter	94,327
Grade 7	
1st year of service	97,152
Thereafter	100,056
Grade 8	
1st year of service	104,226
Thereafter	107,541
Grade 9	
1st year of service	110,745
Thereafter	113,859
Grade 10	
1st year of service	118,507
Thereafter	122,038
Grade 11	
1st year of service	128,089
Thereafter	133,519

Grade 12	
1st year of service	141,882
Thereafter	148,134
Clerical Officer - translated to Administrative and Clerical Clerks classification - see Table 2 of the award	
Clinical Pharmacologist	160,821
Computer Systems Officer (CSO)	
CSO Level 1 - Non Graduate	
Year 1A	37,835
Year 1B	45,762
Year 1C	49,322
Year 1D	50,667
Year 1E	52,810
Year 1F	53,767
Year 2	57,140
Year 3	66,682
Year 4	704,25
CSO Level 1 - Graduate	
Year 1A (Any degree)	57,141
Year 1B (Degree - Computer Sciences)	59,211
Year 2	66,689
Year 3	70,425
CSO Level 2	
Year 1	74,603
Year 2	79,297
Year 3	88,184
CSO Level 3	
Year 1	91,641
Year 2	94,327
Year 3	97,152
Year 4	100,056
Year 5	104,226
Year 6	107,541
CSO Level 4	
Year 1	110,745
Year 2	113,859
Year 3	118,507
Year 4	122,038
CSO Level 5	
Year 1	128,089
Year 2	133,519
CSO Level 6	
Year 1	141,882
Year 2	148,134
Departmental Professional Officer	
Grade I -	
1st year of service	64,779
2nd year of service	67,330
3rd year of service	71,084
4th year of service	76,191
5th year of service	81,592
6th year of service and thereafter	86,430
Grade II -	
1st year of service	90,661
2nd year of service	93,349
3rd year of service	96,194
4th year of service and thereafter	100,056

Grade III -	
1st year of service	104,226
2nd year of service	107,541
3rd year of service	109,682
4th year of service and thereafter	113,859
Grade IV -	
1st year of service	118,507
2nd year of service and thereafter	120,857
Grade V -	
1st year of service	125,600
2nd year of service and thereafter	128,089
Grade VI -	
1st year of service	132,078
2nd year of service and thereafter	134,667
Grade VII -	
1st year of service	138,830
2nd year of service and thereafter	141,882
Grade VIII -	
1st year of service	146,499
2nd year of service and thereafter	148,134
Director of Music (Police Band)	
1st year	88,184
2nd year	90,661
3rd year	93,349
4th year	96,194
5th year and thereafter	99,102
Loading	
1st year	88.19
2nd year	90.66
3rd year	93.35
4th year	96.20
5th year and thereafter	99.11
Car Drivers	
Driver/General Assistant	57,603
Departmental - Driver/Assistant	60,896
Police Executive Driver/Assistant	
1st year and thereafter	60,860
All incidence of employment allowance	56,317
Clothing Allowance \$600 per annum	
Driving Instructor	
1st year	79,877
2nd year	80,795
3rd year and thereafter	83,108
Engineer	
Grade I Diplomat Experience Since Qualifying	
In first year	64,779
After one year	67,330
After two years	71,084
After three years	76,191
After four years	81,592
After five years	86,430
Grade I Graduate Experience Since Qualifying	
In first year	67,330
After one year	71,084
After two years	76,191
After three years	81,592
After four years	86,430

Grade II	
1st year of service	91,641
2nd year of service	95,171
3rd year of service	98,129
4th year of service and thereafter	100,982
Grade III	
1st year of service	106,378
2nd year of service	109,682
3rd year of service	113,859
4th year of service and thereafter	117,343
Grade IV	
1st year of service	123,229
2nd year of service	126,843
3rd year of service and thereafter	129,360
Grade V	
1st year of service	134,667
2nd year of service and thereafter	137,319
Grade VI	
1st year of service	140,358
2nd year of service and thereafter	143,370
Groom, Mounted Police	
1st year	48,110
2nd year and there after	49,807
Imaging Technician	
1st year	72,418
2nd year	74,603
3rd year	76,931
4th year and thereafter	79,297
Interpreters and Translators	
Interpreter/Translator	
Year 1	71,084
Year 2	76,191
Year 3	81,592
Year 4	86,430
Year 5	90,661
Senior Interpreter/Translator	
Year 1	93,349
Year 2	96,194
Year 3	100,056
Legal Officers	
Grade I	
1st year of service	67,853
2nd year of service	70,425
3rd year of service	72,418
4th year of service	74,603
5th year of service	77,578
Grade II	
1st year of service	83,968
2nd year of service	88,184
3rd year of service	93,349
4th year of service	98,129
5th year of service	102,043
Grade III	
1st year of service	107,541
2nd year of service	110,745
3rd year of service	115,017
Grade IV	
1st year of service	123,229
2nd year of service	125,600

Grade V 1st year of service	132,078
2nd year of service	134,667
Grade VI 1st year of service	141,882
2nd year of service	144,871
Librarians and Archivists	
Grade 1 Year 1	64,779
Year 2	68,543
Year 3	72,418
Year 4	76,931
Year 5	80,795
Year 6	84,635
Grade 2 Year 1	88,184
Year 2	91,641
Year 3	96,194
Year 4	100,056
Grade 3 Year 1	105,318
Year 2	108,573
Year 3	112,835
Year 4	117,343
Grade 4 Year 1	120,857
Year 2	124,413
Year 3	128,089
Year 4	132,078
Grade 5 Year 1	135,807
Year 2	140,358
Year 3	144,871
Year 4	149,787
Library Assistant	
Year 1	50,667
Year 2	53,767
Year 3	57,141
Year 4	61,399
Year 5	63,666
Library Technician	
Grade 1 Year 1	64,779
Year 2	68,543
Year 3	72,418
Year 4	76,931
Grade 2 Year 1	85,488
Year 2	88,184
Year 3	91,641
Year 4	96,194
Maintenance Officer Trades	
	76,931
Manager Trades	
1st year	107,541
2nd year and there after	108,573
On call Allowance (per hour)	1.00

Assistant Manager Trades	
1st year	88,184
2nd year and there after	89,855
On call Allowance (per hour)	1.00
Pathology Exhibit Courier	59,211
Photogrammetrist	
General Scale	
1st year	37,835
2nd year	45,762
3rd year	49,322
4th year	50,667
5th year	52,810
6th year	53,767
7th year	55,102
8th year	57,141
9th year	59,211
10th year	61,399
11th year	64,779
12th year	66,682
13th year	68,543
14th year	70,425
Officer with HSC aged 19 and over paid not less than	42,871
Class 1	
1st year	72,418
2nd year	74,603
3rd year	76,931
4th year	79,297
Class 2	
1st year	85,488
2nd year	88,184
Class 3	
1st year	91,641
2nd year	94,327
Class 4	
1st year	97,152
2nd year	100,056
Class 5	
1st year	104,226
2nd year	107,541
Class 6	
1st year	110,745
2nd year	113,859
Class 7	
1st year	118,507
2nd year	122,038
Public Relations Officer	
Assistant Publicity Officers	
1st year of service	73,176
2nd year of service	75,306
Publicity Officers	
1st year of service	80,795
2nd year of service	83,108
3rd year of service and thereafter	84,635
Public Relations Officer	
Grade II	
1st year of service	96,194
2nd year of service	98,129
3rd year of service and thereafter	100,056

Grade I	
1st year of service	112,835
2nd year of service	115,017
3rd year of service and thereafter	117,343
Allowance in lieu of overtime (per annum)	14,241
Radio Technician,	
1st year of service	65,460
2nd year of service	66,003
3rd year of service and thereafter	67,330
Radio Technician, Senior	
1st year of service	71,711
2nd year of service and thereafter	72,418
Scientific Officer	
Grade I	
1st year of service	64,779
2nd year of service	67,330
3rd year of service	71,084
4th year of service	76,191
5th year of service	81,592
6th year of service and thereafter	86,430
Grade II	
1st year of service	90,661
2nd year of service	93,349
3rd year of service	96,194
4th year of service and thereafter	100,056
Grade III	
1st year of service	104,226
2nd year of service	107,541
3rd year of service and thereafter	109,682
Grade IV	
1st year of service	115,017
2nd year of service	118,507
3rd year of service and thereafter	120,858
Grade V	
1st year of service	125,600
2nd year of service and thereafter	129,360
Grade VI	
1st year of service	133,519
2nd year of service	137,319
Senior Officers	
Grade 1	
Year 1	165,750
Year 2	178,599
Grade 2	
Year 1	181,622
Year 2	194,427
Grade 3	
Year 1	200,933
Year 2	220,566
Stenographers and Machine Operators	
(Present Occupants Only)	
1st year (up to 17 years)	28,101
2nd year (or 17 years)	33,358
3rd year (or 18 years)	37,835
4th year (or 19 years)	42,871
5th year (or 20 years)	45,347
6th year (or 21 years)	50,241
7th year	51,626
8th year	53,329

9th year	57,603
10th year	58,615
11th year	60,273
12th year	61,399
Grade 1	
1st year	64,779
2nd year	66,682
Grade 2	
1st year	68,543
2nd year	70,425
Grade 3	
1st year	72,418
2nd year	74,603
Stores Officers	
Grade 1	
1st year of service	56,592
2nd year of service and thereafter	57,603
Grade 2	
1st year of service	58,144
2nd year of service and thereafter	58,615
Grade 3	
1st year of service	59,211
2nd year of service and thereafter	59,777
Grade 4	
1st year of service	60,896
2nd year of service	62,088
3rd year of service and thereafter	62,088
Technical Officer	
Grade 1	
1st year of service	66,003
2nd year of service	67,853
3rd year of service	69,733
4th year of service	71,084
5th year of service	73,176
Grade 2	
1st year of service	76,931
2nd year of service	78,495
3rd year of service	79,877
4th year of service	81,592
Grade 3	
1st year of service and thereafter	87,169
Senior Technical Officer	
Grade 1	
1st year of service	85,488
2nd year of service	87,169
3rd year of service	89,855
Grade 2	
1st year of service	92,535
2nd year of service	95,171
Grade 3	99,102
Technical Officer, Maintenance Services	90,661
Technician	
Class 1	
1st year of service	61,399
2nd year of service	63,195
Class 2	
1st year of service	66,682
2nd year of service	68,543

Class 3	
1st year of service	72,418
2nd year of service	73,855
Class 4	
1st year of service	75,306
2nd year of service	76,191
Transport Officer	62,088
Transport Officer, Mechanical	
Year 1	72,418
Year 2	73,176
Year 3	73,855
Year 4	74,603

Table 2 - Allowances

Effective 1 July 2019

Item No	Clause No	Description	Amount
1	28.8.1	Meal expenses on one day journeys Capital cities and high cost country centres (see list in item 2)	
		Breakfast	\$28.15
		Dinner	\$53.90
		Lunch	\$31.65
		Tier 2 and other country centres (see list in item 2)	
		Breakfast	\$25.20
		Dinner	\$49.60
		Lunch	\$28.75
2	28.11	Travelling allowances Capital cities	Per day (inclusive of accommodation, meals and incidental expenses allowance)
		Adelaide	\$290.75
		Brisbane	\$308.75
		Canberra	\$301.75
		Darwin	\$353.75
		Hobart	\$280.75
		Melbourne	\$306.75
		Perth	\$313.75
		Sydney	\$321.75
		High cost country centres	Per day (inclusive of accommodation, meals and incidental expenses allowance)
		Albany (WA)	\$312.75
		Alice Springs (NT)	\$283.75
		Ballarat (VIC)	\$281.75
		Bathurst (NSW)	\$268.75
		Bega (NSW)	\$278.75
		Benalla (VIC)	\$270.75
		Bendigo (VIC)	\$268.75
		Bordertown (SA)	\$282.75
		Bourke (NSW)	\$298.75
		Bright (VIC)	\$295.75

	Broken Hill (NSW)	\$272.75
	Broome (WA)	\$353.75
	Bunbury (WA)	\$288.75
	Burnie (TAS)	\$297.75
	Cairns (QLD)	\$286.75
	Carnarvon (WA)	\$289.75
	Castlemaine (VIC)	\$279.75
	Chinchilla (QLD)	\$276.75
	Christmas Island (WA)	\$317.75
	Cocos (Keeling) Islands (WA)	\$435.75
	Coffs Harbour (NSW)	\$270.75
	Colac (VIC)	\$271.75
	Dalby (QLD)	\$295.75
	Dampier (WA)	\$308.75
	Derby (WA)	\$303.75
	Devonport (TAS)	\$291.75
	Emerald (QLD)	\$289.75
	Esperance (WA)	\$288.75
	Exmouth (WA)	\$323.75
	Geraldton (WA)	\$298.75
	Gladstone (QLD)	\$288.75
	Gold Coast (QLD)	\$342.75
	Gosford (NSW)	\$273.75
	Halls Creek (WA)	\$303.75
	Hervey Bay (QLD)	\$290.75
	Horn Island (QLD)	\$333.75
	Horsham (VIC)	\$281.75
	Jabiru (NT)	\$349.75
	Kalgoorlie (WA)	\$305.75
	Karratha (WA)	\$348.75
	Katherine (NT)	\$291.75
	Kununurra (WA)	\$337.75
	Launceston (TAS)	\$274.75
	Mackay (QLD)	\$294.75
	Maitland (NSW)	\$285.75
	Mount Gambier (SA)	\$270.75
	Mount Isa (QLD)	\$293.75
	Mudgee (NSW)	\$279.75
	Muswellbrook (NSW)	\$276.75
	Newcastle (NSW)	\$302.75
	Newman (WA)	\$303.75
	Norfolk Island (NSW)	\$323.75
	Northam (WA)	\$273.75
	Orange (NSW)	\$288.75
	Port Hedland (WA)	\$308.75
	Port Lincoln (SA)	\$303.75
	Port Macquarie (NSW)	\$291.75
	Port Pirie (SA)	\$283.75
	Queanbeyan (NSW)	\$272.75
	Queenstown (TAS)	\$269.75
	Roma (QLD)	\$272.75
	Shepparton (VIC)	\$278.75
	Swan Hill (VIC)	\$269.75
	Tennant Creek (NT)	\$279.75
	Toowoomba (QLD)	\$277.75
	Thursday Island (QLD)	\$333.75
	Townsville (QLD)	\$276.75
	Wagga Wagga (NSW)	\$277.75
	Wangaratta (VIC)	\$272.75

		Weipa (QLD)	\$271.75
		Whyalla (SA)	\$278.75
		Wilpena-Pound (SA)	\$326.75
		Wollongong (NSW)	\$288.75
		Wonthaggi (VIC)	\$279.75
		Yulara (NT)	\$533.75
	28.2	Tier 2 country centres	Per day (inclusive of accommodation, meals and incidental expenses allowance)
		Albury (NSW)	\$257.60
		Ararat (VIC)	\$257.60
		Armidale (NSW)	\$257.60
		Ayr (QLD)	\$257.60
		Bairnsdale (VIC)	\$257.60
		Bundaberg (QLD)	\$257.60
		Ceduna (SA)	\$257.60
		Charters Towers (QLD)	\$257.60
		Cooma (NSW)	\$257.60
		Dubbo (NSW)	\$257.60
		Echuca (VIC)	\$257.60
		Geelong (VIC)	\$257.60
		Goulburn (NSW)	\$257.60
		Griffith (NSW)	\$257.60
		Gunnedah (NSW)	\$257.60
		Hamilton (VIC)	\$257.60
		Innisfail (QLD)	\$257.60
		Kadina (SA)	\$257.60
		Kingaroy (QLD)	\$257.60
		Lismore (NSW)	\$257.60
		Mildura (VIC)	\$257.60
		Naracoorte (SA)	\$257.60
		Nowra (NSW)	\$257.60
		Port Augusta (SA)	\$257.60
		Portland (VIC)	\$257.60
		Renmark (SA)	\$257.60
		Rockhampton (QLD)	\$257.60
		Sale (VIC)	\$257.60
		Seymour (VIC)	\$257.60
		Tamworth (NSW)	\$257.60
		Tumut (NSW)	\$257.60
		Warrnambool (VIC)	\$257.60
		Wodonga (VIC)	\$257.60
		Other country centres	\$237.60
	28	Incidental expenses when claiming actual expenses - all locations	\$20.05
		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(b)	Incidental expenses	\$20.05
4	36.2.1	Camping allowance	Per night
	36.2.2	Established camp	\$33.45
		Non- established camp	\$44.15
		Additional allowance for staff who camp in excess of 40 nights per year	\$10.55

5	37.2	Composite allowance (per day)	\$159.35
6	38.2	Use of private motor vehicle	Cents per kilometre
	38.3.1	Official business	68.0
		Casual rate (40% of official business rate)	27.2
		Motor cycle allowance (50% of the official business rate)	34.0
	38.3.2	Towing trailer or horse float (13% of the official business rate)	8.8
7		Camping equipment allowance	Per night
	40.2	Camping equipment allowance	\$33.15
	40.3	Bedding and sleeping bag	\$5.55
8		Remote areas allowance	Per annum
		With dependants	
	41.2.1	- Grade A	\$2,114 pa
	41.2.2	- Grade B	\$2,804 pa
	41.2.3	- Grade C	\$3,744 pa
		Without dependants	
	41.2.1	- Grade A	\$1,475 pa
	41.2.2	- Grade B	\$1,966 pa
	41.2.3	- Grade C	\$2,623 pa
9	42.1.2	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 2850kms less \$52.10
		Other transport - with dependants	Actual reasonable expenses in excess of \$52.10 and up to \$349.05
		Other transport - without dependants	Actual reasonable expenses in excess of \$52.10 and up to \$172.40
		Rail travel	Actual rail fare less \$52.10
10	39	Insurance cover	Up to \$A 1,173
11	44.2	Exchanges	Actual cost
12	45.1	Room at home used as office	\$963 pa
13	94.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2019)	\$1.00 per hour
14	47	Flying allowance (effective ffpp on or after 1 July 2019)	\$21.70 per hour
15	48.1	Uniforms, protective clothing and laundry allowance	\$5.00 per week
16	50.1	Garage and carport allowance	Per annum
		- Garage allowance	\$681 pa
		- Carport allowance	\$151 pa
17	51.1.2	Community language allowance scheme (effective ffpp on or after 1 July 2019)	Per annum
		- Base Level Rate	\$1448 pa
		- Higher Level Rate	\$2177 pa
18	52.1	First aid allowance (effective ffpp on or after 1 July 2019)	Per annum
		- Holders of basic qualifications	\$933 pa
		- Holders of current occupational first aid certificate	\$1401 pa
	96.1	Overtime meal allowances	Effective 1 July 2019
		Breakfast	\$31.25
		Lunch	\$31.25
		Dinner	\$31.25
		Supper	\$11.55

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).

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW POLICE FORCE COMMUNICATIONS OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 135900 of 2019)

Before Chief Commissioner Kite

19 September 2019

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	No Extra Claims
3.	Definitions
4.	Salaries
5.	Appointments
6.	Transitional Arrangements
7.	Hours
8.	Shift Rosters
9.	Flexible Rosters
10.	Car Parking - Sydney Police Centre Only
11.	Provision of Taxis
12.	Part-time Employment
13.	Special Operations
14.	Recreation Leave
15.	Notice of Absence
16.	Training and Development
17.	Introduction of New Technology
18.	Introduction of Change
19.	Disputes/Grievance Settlement Procedure
20.	Communications Officers Consultative Committee
21.	Deduction of Union Membership Fees
22.	Anti-Discrimination
23.	Secure Employment
24.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

2. No Extra Claims

- 2.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.
- 2.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

3. Definitions

- 3.1 "Officer" unless otherwise specified, means and includes all persons employed by the NSW Police Force who, as of 1 January 1999, were occupying a position of Communications Officer, Senior Communications Officer, Shift Co-ordinator and Radio and Communications Operator (as defined) or who, after that date, were appointed to such a position.
- 3.2 "Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.
- 3.3 "NSW Police Force" or "the Force" means the NSW Police Force established by the *Police Act* 1990.
- 3.4 "Communications Officer" means all officers employed at dedicated communications centres including those located at Sydney, Newcastle, Oak Flats, Tamworth and Penrith, who provide telephone, radio and other communications services.
- 3.5 "Senior Communications Officer" means any Communications Officer in receipt of (at least) the fourth year increment of Communications Officer and who has been selected and appointed to a vacant position of Senior Communications Officer in accordance with the provisions of subclause 5.6 of clause 5, Appointments, of this award.
- 3.6 "Shift Co-ordinator" means a person who has been selected and appointed to a position of Shift Co-ordinator.
- 3.7 "Trainee" refers to those persons undergoing appropriate training leading to confirmation of appointment as a Communications Officer.
- 3.8 "Radio and Communications Operator" means those persons who, at 1 January 1999, were classified as Radio and Communications Operators under the provisions of the Crown Employees (Police Service of New South Wales Radio and Communications Operators) Award published 14 June 1996 (293 I.G. 233) and who do not meet the competency requirements for progression to Communications Officer fourth and fifth year.
- 3.9 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.10 "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the rates of pay at which they are appointed.

4. Salaries

- 4.1 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.
- 4.2 The salaries payable are prescribed in Table 1 - Rates of Pay.

- 4.3 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.
- 4.4 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.

5. Appointments

- 5.1 Officers and persons applying for positions as Communications Officers shall be required to successfully complete a Communications Officer training course. The length and content of the training course shall be as determined from time to time by the Commissioner or delegate. Alternatively, an officer may be appointed directly to the position of Communications Officer without having to complete a Communications Officer training course or may only be required to complete an abridged training course. In such cases the Commissioner or delegate shall be satisfied that it is not necessary for an officer to complete the full Communications Officer's training course, having regard to the officer's prior experience, knowledge and skills.
- 5.2 Officers and persons appointed as Trainee Communications Officers shall be paid the Trainee's salary rate, as set out in Table 1 - Salaries, of Part B, Monetary Rates, until such time as they successfully complete the required Communications Officer training course. The maximum period allowed for the completion of the training course shall be three months unless the Commissioner or delegate is satisfied that, due to unforeseen circumstances, an extension of the training period beyond three months is justified. Provided that officers formerly classified as:
- (a) members within the terms of the *Police Act 1990*; and/or
 - (b) officers within the terms of the *Government Sector Employment Act 2013*; and/or
 - (c) persons with appropriate communications experience, shall receive the salary recommended by any selection committee and agreed to by the Commissioner or his/her delegate until such time as they successfully complete the required Communications Officer's training course for the period and under the conditions described earlier in this subclause. Provided further that where officers referred to in paragraphs (a), (b) and (c) of this subclause were formerly in receipt of a salary which is less than the Trainee's salary rate, then those officers shall receive the Trainee's salary rate for the period and under the conditions described earlier in this subclause.
- 5.3 Officers and persons selected for a position of Communications Officer and who complete the required Communications Officer course, and thus are eligible for actual appointment to such a position, will upon such appointment progress to the first year of the Communications Officer salary scale. Provided that officers and persons covered under paragraphs (a), (b) and (c) of subclause 5.2 shall be permitted to incrementally progress to the next increment under the Communications Officer salary scale at the completion of 12 months service, provided they satisfy any such other criteria for such progression.
- 5.4 For the purpose of incremental progression the increment date for officers in receipt of the Trainee rate of pay will be the date of progression from the position of Trainee to a position as a Communications Officer.
- 5.5 Incremental progression through each classification covered by this award shall be subject to the completion of 12 months service on the previous increment and the Commissioner or delegate being satisfied as to the conduct and service of the officer. Provided that further incremental progression from Communications Officer third year to Communications Officer fourth year shall be subject to the officer:
- (a) participating in the competency based training of newly appointed Trainees and Communications Officers; and
 - (b) participating in any training required for personal professional development and for the training of newly appointed Trainees and Communications Officers; and

- (c) being prepared to relieve in Senior Communications Officer positions as required; and
 - (d) having completed a minimum of two years' service as a Communications Officer; and
 - (e) satisfying the Commissioner or his/her delegate that the value of the work performed, the results achieved and the manner in which the duties are performed warrant such progression.
- 5.6 Appointment of persons to a position of Senior Communications Officer shall be subject to the occurrence of a vacancy and selection under the principles of merit based promotion. Persons eligible for appointment as a Senior Communications Officer shall be limited to:
- (a) Communications Officers who have at least attained the fourth year increment and have completed the Senior Communications Officer training course; or
 - (b) Officers employed under the *Police Act 1990* or the *Government Sector Employment Act 2013* who, in the opinion of the Commissioner or his/her delegate, possess skills and qualifications equivalent to those in paragraph (a) of this subclause.
- 5.7 Promotion to Shift Co-ordinator shall be by way of merit selection on the occurrence of a vacancy.

6. Transitional Arrangements

The following transitional arrangements shall apply to officers employed as Radio and Communications Operators under the provisions of the former Crown Employees (Police Service of New South Wales Radio and Communications Operators) Award as at 1 January 1999.

- 6.1 Officers classified as Radio and Communications Operators first to third year shall be reclassified as Communications Officers.
- 6.2 The officers referred to in subclause 6.1 of this clause shall retain the same increment level and date in the new salary/classification scale.
- 6.3 Officers classified as Radio and Communications Operators fourth and fifth year shall be reclassified as Communications Officers provided they meet the competency requirements for progression to Communications Officer fourth and fifth year as prescribed by subclause 5.5 of clause 5, Appointments.
- 6.4 The officers referred to in subclause 6.3 shall retain the same increment date and level in the new salary/classification scale.
- 6.5 Officers classified as Radio and Communications Operators who do not meet the competencies required for progression to Communications Officer fourth and fifth year shall be entitled to receive the salaries, and progress incrementally, in accordance with the salaries prescribed for Radio and Communications Operator in Table 1 - Salaries, of Part B, Monetary Rates, of this award.
- 6.6 Where officers referred to in subclause 6.5 of this clause subsequently attain the competencies required for progression to Communications Officer fourth and fifth year, they shall be reclassified in accordance with the provisions of subclauses 6.3 and 6.4. For the purpose of this subclause the date of reclassification shall be the date of attainment of the requisite competencies, as certified by the Commissioner or his/her delegate.

7. Hours

Hours of work shall be an average of 35 per week.

8. Shift Rosters

Except as provided in clause 9, Flexible Rosters, shifts shall generally be of eight hours duration (seven hours duty plus one hour meal break). Where agreement is reached between the relevant Commander and officers at

a particular location the meal break may be reduced from one hour to a minimum of 30 minutes. Subject to proper consultation, the starting and finishing times of shifts and the method of shift rostering may be varied.

9. Flexible Rosters

- 9.1 Notwithstanding clause 8, Shift Rosters, the parties agree that where 65 per cent of officers at a particular location and the relevant Centre Manager agree, flexible rosters may be introduced. This may involve changes to the current shift lengths, the starting and finishing times of shifts and/or the current rosters.
- 9.2 The conditions of flexible rostering shall be as agreed between the parties, but shall, to the greatest extent possible, reflect the terms and conditions of the flexible rostering provisions as applied to non-commissioned police officers.
- 9.3 Provided that shifts shall not be less than five hours duty or greater than 12 hours duty plus a meal break.
- 9.4 Provided further that there shall be a minimum of eight hours free of duty between rostered shifts. This requirement shall not apply on shift changeover days. However, on such days the maximum break possible will be granted.

10. Car Parking - Sydney Police Centre Only

Every effort will be made to provide car parking facilities for officers commencing a rostered shift at or after 6.00 p.m. and before 11.00 p.m. and for employees finishing a rostered shift after 11.00 p.m. and before 6.00 a.m.

11. Provision of Taxis

- 11.1 Cabcharge dockets will be available to officers on the same basis as outlined in clause 100, Provision of Transport in Conjunction with Working of Overtime, of the Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009.
- 11.2 Additionally, and to facilitate the progressive build-up and/or reduction of staffing levels to meet workload variations, officers whose rostered shifts commence after 11.00 p.m. and before 7.00 a.m. or whose rostered shifts finish after 11.00 p.m. and before 7.00 a.m. may, where circumstances are such as to warrant such provisions, be provided with a cab charge docket for the journey to or from work and their usual residence.
- 11.3 Subject to their direction of travel, two or more officers may be required to share a taxicab when travelling to and/or from work.
- 11.4 The provision of taxi transport is only to apply to shift workers who normally use public transport for travel to and from work. Accordingly, at some locations where public transport is not normally available, there will not be any scope for taxi transport to be provided and officers will be fully responsible for transporting themselves to and from work.
- 11.5 The parties recognise that the purpose of the provision of taxi transport is to ensure the safety of officers where public transport which is normally available for use is either not available or is not reasonably available and to facilitate the working of unusual shifts.

12. Part-Time Employment

- 12.1 The parties agree that permanent part-time work may be implemented under the guidelines issued by the Secretary, Department of Premier and Cabinet.
- 12.2 The parties further agree that part-time Communications Officers may be engaged on the proviso that any officers so engaged are fully trained and accredited.

- 12.3 The employment of existing full-time Communications Officers will not be prejudiced by the employment of any part-time Communications Officer.

13. Special Operations

Communications Officers may be utilised on special operations, mobile field radios, etc., as circumstances require.

14. Recreation Leave

As a general principle, recreation leave including additional leave will be applied for in advance. Officers may apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.

15. Notice of Absence

- 15.1 The parties recognise the inevitability of an officer's occasional inability to attend for duty at short notice. The parties recognise further that any such occurrence will be beyond the control of the officer concerned.
- 15.2 In the interest of efficiency and in recognition of the integrity of officers, as much notice as possible will be given by officers of any inability to attend for duty, consistent with clause 20, Notification of Absence from Duty, of the Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009.

16. Training and Development

- 16.1 The NSW Police Force will provide comprehensive training programs for Communications Officers and for those occupying promotional positions.
- 16.2 All officers will be actively encouraged to participate in other staff development courses to enhance their own development and individual competencies.

17. Introduction of New Technology

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

18. Introduction of Change

The parties agree to co-operate fully through the Communications Officers' Consultative Committee in the implementation and/or trialling of change in respect of the employment or organisation of Communications Officers with the objective of ensuring the most efficient, effective and productive use of resources.

19. Disputes/Grievance Settlement Procedure

- 19.1 The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:
- 19.1.1 Where a dispute/grievance arises at a particular work location, discussions including the remedy sought shall be held as soon as possible, and in any event within two working days of such notification, between the officer(s) concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- 19.1.2 Failing resolution of the issue, further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual officer(s) and at their request the local Association delegate or workplace representative and the relevant Commander.

- 19.1.3 If the dispute/grievance remains unresolved the officer(s) local delegate or workplace representative or the relevant Commander may refer the matter to the Commander, Operational Information and Communications Command for discussion with the Association. Those discussions should take place as soon as possible and in any event within two working days of such referral.
- 19.1.4 If the dispute is not resolved at that stage the matter is to be referred to the NSW Police Force, Employee Relations Unit who will assume responsibility for liaising with senior executive members of the Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
- 19.1.5 During the process outlined above, the status quo will be maintained.
- Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate supervising officer the notification may occur to the next appropriate level of management, including where required, to the Commissioner of Police or delegate.
- The matter will only be referred to the Industrial Relations Commission of New South Wales if -
- (a) the final decision of the Commissioner of Police does not resolve the dispute/grievance; or
 - (b) the final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Employee Relations Unit, or other agreed time frame.
- 19.1.6 At no stage during a dispute that specifically relates to this award may any stoppage of work occur or any form of ban or limitation be imposed.
- 19.1.7 Safety Issues - Procedure - In cases where a dispute is premised on an issue of safety, consultation between the Association and the Employee Relations Unit should be expedited. The status quo shall remain until such matter is resolved.
- 19.1.8 General - The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.
- 19.1.9 This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.
- 19.1.10 Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented and that the procedures are followed promptly.

20. Communications Officers Consultative Committee

- 20.1 It is intended for the purpose of this award to establish a forum within which matters concerning the formation of policy and procedures may be addressed.
- 20.2 The parties agree that members of the Committee should include representatives from the Communications Group Command, Country Communications Centre Management, a representative of the Association and up to four delegates including two country delegates.
- 20.3 This Committee shall meet on a needs basis within one week at the request of either party, or other agreed time frame.

21. Deduction of Union Membership Fees

- 21.1 The Association shall provide the employer with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 21.2 The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 21.3 Subject to subclauses 21.1 and 21.2 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.
- 21.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- 21.5 Unless other arrangements are agreed to by the employer and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 21.6 Where an employee has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

22. Anti-Discrimination

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

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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

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

23. Secure Employment

23.1 Work Health and Safety

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

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

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

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

23.1.3 Nothing in this subclause 23.1 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

23.2 Disputes Regarding the Application of this Clause

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

23.2.2 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.

24. Area, Incidence and Duration

- 24.1 This award shall apply to Communications Officers employed by the NSW Police Force. Except where inconsistent with this award the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 will apply.
- 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 (NSW Police Force Communications Officers) Award published 9 February 2016 (379 I.G. 148), 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 19 September 2019.
- 24.4 Changes made to this award subsequent to it being published on 21 May 2014 (344 I.G. 537) have been incorporated into this award as part of the review.
- 24.5 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first full pay period to commence on or after 1 July 2019.

Classification	Per Annum \$
Communications Officer	
Trainee	58,615
1st year	61,399
2nd year	64,779
3rd year	66,682
4th year	70,425
5th year	72,418
Senior Communication Officer	
1st year	76,931
2nd year	79,297
Shift Co-ordinators	
1st year	85,488
2nd year	88,184
3rd year	91,641
4th year	94,327
Radio and Communications Operators	
4th year	68,543
5th year	70,425

P. M. KITE, *Chief Commissioner*

(061)

SERIAL C9058

CROWN EMPLOYEES (POLICE OFFICERS - 2017) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Police.

(Case No. 309273 of 2019)

Before Commissioner Sloan

21 October 2019

VARIATION

1. Delete Table 5 - Travelling Allowance and Motor Vehicle Allowances of Part B, Monetary Rates, of the award published 6 April 2018 (382 I.G. 794) and insert in lieu the following:

Table 5 - Travelling Allowance and Motor Vehicle Allowances

Item 1

Capital Cities	Per Day (inclusive of accommodation, meals and incidental expenses allowance) \$
Adelaide	290.75
Brisbane	308.75
Canberra	301.75
Darwin	353.75
Hobart	280.75
Melbourne	306.75
Perth	313.75
Sydney	321.75

High Cost Country Centres	Per Day (inclusive of accommodation, meals and incidental expenses allowance) \$
Albany (WA)	312.75
Alice Springs (NT)	283.75
Ballarat (VIC)	281.75
Bathurst (NSW)	268.75
Bega (NSW)	278.75
Benalla (VIC)	270.75
Bendigo (VIC)	268.75
Bordertown (SA)	282.75
Bourke (NSW)	298.75
Bright (VIC)	295.75
Broken Hill (NSW)	272.75
Broome (WA)	353.75
Bunbury (WA)	288.75
Burnie (TAS)	297.75
Cairns (QLD)	286.75
Carnarvon (WA)	289.75
Castlemaine (VIC)	279.75
Chinchilla (QLD)	276.75
Christmas Island (WA)	317.75

Cocos (Keeling) Islands (WA)	435.75
Coffs Harbour (NSW)	270.75
Colac (VIC)	271.75
Dalby (QLD)	295.75
Dampier (WA)	308.75
Derby (WA)	303.75
Devonport (TAS)	291.75
Emerald (QLD)	289.75
Esperance (WA)	288.75
Exmouth (WA)	323.75
Geraldton (WA)	298.75
Gladstone (QLD)	288.75
Gold Coast (QLD)	342.75
Gosford (NSW)	273.75
Halls Creek (WA)	303.75
Hervey Bay (QLD)	290.75
Horn Island (QLD)	333.75
Horsham (VIC)	281.75
Jabiru (NT)	349.75
Kalgoorlie (WA)	305.75
Karratha (WA)	348.75
Katherine (NT)	291.75
Kununurra (WA)	337.75
Launceston (TAS)	274.75
Mackay (QLD)	294.75
Maitland (NSW)	285.75
Mount Gambier (SA)	270.75
Mount Isa (QLD)	293.75
Mudgee (NSW)	279.75
Muswellbrook (NSW)	276.75
Newcastle (NSW)	302.75
Newman (WA)	303.75
Norfolk Island (NSW)	323.75
Northam (WA)	273.75
Orange (NSW)	288.75
Port Hedland (WA)	308.75
Port Lincoln (SA)	303.75
Port Macquarie (NSW)	291.75
Port Pirie (SA)	283.75
Queanbeyan (NSW)	272.75
Queenstown (TAS)	269.75
Roma (QLD)	272.75
Shepparton (VIC)	278.75
Swan Hill (VIC)	269.75
Tennant Creek (NT)	279.75
Toowoomba (QLD)	277.75
Thursday Island (QLD)	333.75
Townsville (QLD)	276.75
Wagga Wagga (NSW)	277.75
Wangaratta (VIC)	272.75
Weipa (QLD)	271.75
Whyalla (SA)	278.75
Wilpena-Pound (SA)	326.75
Wollongong (NSW)	288.75
Wonthaggi (VIC)	279.75
Yulara (NT)	533.75

Tier 2 Country Centres	Per Day (inclusive of accommodation, meals and incidental expenses allowance) \$
Albury (NSW)	257.60
Ararat (VIC)	257.60
Armidale (NSW)	257.60
Ayr (QLD)	257.60
Bairnsdale (VIC)	257.60
Bundaberg (QLD)	257.60
Ceduna (SA)	257.60
Charters Towers (QLD)	257.60
Cooma (NSW)	257.60
Dubbo (NSW)	257.60
Echuca (VIC)	257.60
Geelong (VIC)	257.60
Goulburn (NSW)	257.60
Griffith (NSW)	257.60
Gunnedah (NSW)	257.60
Hamilton (VIC)	257.60
Innisfail (QLD)	257.60
Kadina (SA)	257.60
Kingaroy (QLD)	257.60
Lismore (NSW)	257.60
Mildura (VIC)	257.60
Naracoorte (SA)	257.60
Nowra (NSW)	257.60
Port Augusta (SA)	257.60
Portland (VIC)	257.60
Renmark (SA)	257.60
Rockhampton (QLD)	257.60
Sale (VIC)	257.60
Seymour (VIC)	257.60
Tamworth (NSW)	257.60
Tumut (NSW)	257.60
Warrnambool (VIC)	257.60
Wodonga (VIC)	257.60
Other country centres	237.60

Item 2

Incidental expenses allowance - when claiming actual expenses - all locations \$20.05

Item 3

Meal allowances - when claiming actual expenses on overnight stays

Capital cities and high cost country centres

	\$
Breakfast	28.15
Lunch	31.65
Dinner	53.90

Tier 2 and other country centres

Breakfast	25.20
Lunch	28.75
Dinner	49.60

Item 4

Use of Private Motor Vehicle

Cents per kilometre

Official Business	68.0
Casual Rate	27.2
Motor Cycle Allowance (50% of the official business rate)	34.0

2. Delete Table 6 - Remote Areas - Living Allowance of Part B, Monetary Rates and insert in lieu the following:

Table 6 - Remote Areas - Living Allowance

Item 1

With Dependents

Per Annum
\$

Grade A	2,114
Grade B	2,804
Grade C	3,744

Item 2

Without Dependents

Per Annum
\$

Grade A	1,475
Grade B	1,966
Grade C	2,623

3. Delete Table 13 - Meal Allowances (Non-Commissioned Officers) of Part B, Monetary Rates and insert in lieu the following:

Table 13 - Meal Allowances (Non-Commissioned Officers)

Where a Non-Commissioned Officers incur an expense in purchasing a meal;

when they have worked more than one half hour beyond the completion of a rostered shift or

where they have performed duty at a place where no reasonable meal facilities were available for partaking of a meal or

where they are performing escort duty and cannot carry a meal;

shall be paid the appropriate meal allowance in accordance with the following table;

Breakfast	\$31.25
Lunch	\$31.25
Dinner	\$31.25
Supper	\$11.55

4. Delete Table 16 - Special Operations Allowances of Part B, Monetary Rates and insert in lieu the following:

Table 16 - Special Operations Allowance

Senior Constable Level 3 (loaded hourly rate)	\$49.03
Incidental Allowance	\$20.05
Operations Allowance	\$10.00
Total	\$79.06

5. This variation shall take effect from the first full pay period commencing on or after 1 July 2019.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1933)

SERIAL C9142

LOCAL GOVERNMENT (COVID-19) SPLINTER (INTERIM) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government and Shires Association of New South Wales, Industrial Organisation of Employers.

(Case No. 118779 of 2020)

Before Commissioner Murphy

24 April 2020

VARIATION

1. Delete subclause 4.1 of the Local Government (COVID-19) Splinter (Interim) Award 2020 published 17 April 2020 (387 I.G. 589), and insert in lieu thereof the following:

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
- (i) Health Services Union ("HSU").

2. Delete clause 5, Definitions, and insert in lieu thereof the following:

5. Definitions and Interpretation

5.1 In this Award, unless the context requires otherwise:

Award means the Local Government (COVID-19) Splinter (Interim) Award 2020.

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 2017. 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 18A of the LG (State) Award 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 2017 as varied from time to time, and any award that succeeds the Goldenfields Water County Council Enterprise Award 2017;
- (iv) Local Government (State) Award 2017 means the Local Government (State) Award 2017, as varied from time to time, and any award that succeeds the Local Government (State) Award 2017.
- (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 Nursing Home &c Nurses (State) Award, as varied from time to time, and any award that succeeds the Nursing Home &c Nurses (State) Award;
- (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."

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").

3. Delete the words "LG (State) Award" wherever it appears in the award and replace with the words "Local Government (State) Award 2017".
4. Delete subclause 11.4 of clause 11, Employees Working from Home, and insert in lieu thereof the following:
 - 11.4 Claims for other out-of-pocket expenses (e.g. stationery) shall be processed in accordance with subclause 15(viii) [Expenses] of the LG (State) Award and applicable policies of the employer.
5. Delete subclause 13.10 of clause 13, No Useful Work, and insert in lieu thereof the following:
 - 13.10 An employee who remains stood down (or partially stood down) under subclause 13.2 and who has exhausted their entitlement to paid COVID-19 special leave under subclauses 13.3 or 13.4 shall be paid a Job Retention Allowance at the Band 1/Level 2 rate of pay under the Local Government (State) Award 2017 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 2017, 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 2017.
6. Delete Schedule A and insert in lieu thereof the following:

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 clause 3.
- A.2 For employers listed in Column A of Table 1, subclause 13.4 of the Award operates on and from 8 April 2020.
- A.3 For employers listed in Column B of Table 1, subclause 13.4 of the Award operates on and from 20 April 2020.

Table 1 - Employers covered by the Award, and operative date of subclause 13.4

Column A (Subclause 13.4 operates on and from 8 April 2020)	Column B (Subclause 13.4 operates on and from 20 April 2020)
Tweed Shire Council	Armidale Regional Council
Lane Cove Municipal Council	Central Coast Council
Albury City Council	Central Darling Shire Council
Ballina Shire Council	Edward River Council
Bathurst Regional Council	Glen Innes Severn Council
Bayside Council	Inverell Shire Council
Bega Valley Shire Council	Junee Shire Council
Bellingen Shire Council	Newcastle Council, City of
Berrigan Shire Council	Upper Hunter Shire Council
Blacktown City Council	Upper Lachlan Shire Council
Bland Shire Council	
Blue Mountains City Council	
Bogan Shire Council	
Bourke Shire Council	
Brewarrina Shire Council	
Burwood Council	
Byron Shire Council	
Cabonne Council	
Camden Council	
Campbelltown City Council	
Canada Bay Council, City of	
Canterbury-Bankstown Council	
Central Tablelands Water County Council	
Cessnock City Council	
Clarence Valley Council	
Cobar Shire Council	
Coffs Harbour City Council	
Coolamon Shire Council	
Coonamble Shire Council	
Cootamundra-Gundagai Regional Council	
Cowra Shire Council	
Cumberland City Council	
Dubbo Regional Council	
Dungog Shire Council	
Fairfield City Council	
Federation Council	
Gilgandra Shire Council	
Greater Hume Shire Council	
Griffith City Council	
Gunnedah Shire Council	
Gwydir Shire Council	
Hawkesbury City Council	
Hay Shire Council	
Hilltops Council	
Hornsby Shire Council	
Hunters Hill Council	
Inner West Council	
Kempsey Shire Council	
Kiama Municipal Council	
Ku-ring-gai Council	
Lachlan Shire Council	
Leeton Shire Council	
Lithgow City Council	

Liverpool City Council	
Liverpool Plains Shire Council	
Lockhart Shire Council	
MidCoast Council	
Moree Plains Shire Council	
Moree Artesian Aquatic Centre	
Mosman Municipal Council	
Murrumbidgee Council	
Muswellbrook Shire Council	
Nambucca Shire Council	
Narrabri Shire Council	
Narrandera Shire Council	
Narromine Shire Council	
North Sydney Council	
Oberon Shire Council	
Parkes Shire Council	
Parramatta Council, City of	
Penrith City Council	
Port Macquarie-Hastings Council	
Port Stephens Council	
Queanbeyan-Palerang Regional Council	
Riverina Water County Council	
Rous County Council	
Ryde Council, City of	
Shellharbour City Council	
Shoalhaven City Council	
Singleton Council	
Snowy Monaro Regional Council	
Snowy Valleys Council	
Sutherland Shire Council	
Sydney Council, City of	
Tamworth Regional Council	
Temora Shire Council	
Tenterfield Shire Council	
The Hills Shire Council	
Uralla Shire Council	
Wagga Wagga City Council	
Walcha Shire Council	
Walgett Shire Council	
Warren Shire Council	
Warrumbungle Shire Council	
Waverley Council	
Weddin Shire Council	
Wentworth Shire Council	
Willoughby City Council	
Wingecarribee Shire Council	
Wollondilly Shire Council	
Woollahra Municipal Council	
Yass Valley Council	

7. This variation shall take effect on and from 24 April 2020.

J.V. MURPHY, *Commissioner*

(1933)

SERIAL C9144

LOCAL GOVERNMENT (COVID-19) SPLINTER (INTERIM) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government and Shires Association of New South Wales, Industrial Organisation of Employers.

(Case No. 136215 of 2020)

Before Commissioner Murphy

8 May 2020

VARIATION

1. Delete Schedule A of the Award published 17 April 2020 (387 I.G. 589) and insert in lieu thereof the following:

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 clause 3.
- A.2 For employers listed in Column A of Table 1, subclause 13.4 of the Award operates on and from 8 April 2020.
- A.3 For employers listed in Column B of Table 1, subclause 13.4 of the Award operates on and from 20 April 2020.
- A.4 For employers listed in Column C of Table 1, subclause 13.4 of the Award operates on and from 4 May 2020.

Table 1 - Employers covered by the Award, and operative date of subclause 13.4

Column A (Subclause 13.4 operates on and from 8 April 2020)	Column B (Subclause 13.4 operates on and from 20 April 2020)	Column C (Subclause 13.4 operates on and from 4 May 2020)
Tweed Shire Council	Armidale Regional Council	Carrathool Shire Council
Lane Cove Municipal Council	Central Coast Council	Goldenfields Water County Council
Albury City Council	Central Darling Shire Council	Lismore City Council
Ballina Shire Council	Edward River Council	Mid-Western Regional Council
Bathurst Regional Council	Glen Innes Severn Council	New England Tablelands County Council
Bayside Council	Inverell Shire Council	Orange City Council
Bega Valley Shire Council	Junee Shire Council	
Bellingen Shire Council	Newcastle Council, City of	
Berrigan Shire Council	Upper Hunter Shire Council	
Blacktown City Council	Upper Lachlan Shire Council	
Bland Shire Council		
Blue Mountains City Council		
Bogan Shire Council		
Bourke Shire Council		
Brewarrina Shire Council		
Burwood Council		
Byron Shire Council		

Cabonne Council		
Camden Council		
Campbelltown City Council		
Canada Bay Council, City of		
Canterbury-Bankstown Council		
Central Tablelands Water County Council		
Cessnock City Council		
Clarence Valley Council		
Cobar Shire Council		
Coffs Harbour City Council		
Coolamon Shire Council		
Coonamble Shire Council		
Cootamundra-Gundagai Regional Council		
Cowra Shire Council		
Cumberland City Council		
Dubbo Regional Council		
Dungog Shire Council		
Fairfield City Council		
Federation Council		
Gilgandra Shire Council		
Greater Hume Shire Council		
Griffith City Council		
Gunnedah Shire Council		
Gwydir Shire Council		
Hawkesbury City Council		
Hay Shire Council		
Hilltops Council		
Hornsby Shire Council		
Hunters Hill Council		
Inner West Council		
Kempsey Shire Council		
Kiama Municipal Council		
Ku-ring-gai Council		
Lachlan Shire Council		
Leeton Shire Council		
Lithgow City Council		
Liverpool City Council		
Liverpool Plains Shire Council		
Lockhart Shire Council		
MidCoast Council		
Moree Plains Shire Council		
Moree Artesian Aquatic Centre		
Mosman Municipal Council		
Murrumbidgee Council		
Muswellbrook Shire Council		
Nambucca Shire Council		
Narrabri Shire Council		
Narrandera Shire Council		
Narromine Shire Council		
North Sydney Council		
Oberon Shire Council		
Parkes Shire Council		
Parramatta Council, City of		
Penrith City Council		

Port Macquarie-Hastings Council		
Port Stephens Council		
Queanbeyan-Palerang Regional Council		
Riverina Water County Council		
Rous County Council		
Ryde Council, City of		
Shellharbour City Council		
Shoalhaven City Council		
Singleton Council		
Snowy Monaro Regional Council		
Snowy Valleys Council		
Sutherland Shire Council		
Sydney Council, City of		
Tamworth Regional Council		
Temora Shire Council		
Tenterfield Shire Council		
The Hills Shire Council		
Uralla Shire Council		
Wagga Wagga City Council		
Walcha Shire Council		
Walgett Shire Council		
Warren Shire Council		
Warrumbungle Shire Council		
Waverley Council		
Weddin Shire Council		
Wentworth Shire Council		
Willoughby City Council		
Wingecarribee Shire Council		
Wollondilly Shire Council		
Woollahra Municipal Council		
Yass Valley Council		

2. This variation shall take effect on and from 8 may 2020.

J.V. MURPHY, *Commissioner*

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LOCAL GOVERNMENT (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government and Shires Association of New South Wales, Industrial Organisation of Employers.

(Case No. 47339 of 2020)

Before Commissioner Murphy

24 April 2020

VARIATION

1. Insert after subclause L of clause 21, Leave Provisions, of the award published 17 April 2020 (387 I.G. 591), the following new subclause:

M. FAMILY AND DOMESTIC VIOLENCE LEAVE**(i) Definitions****(a) In this clause:**

"family and domestic violence" means violent, threatening or other abusive behaviour, by a family member of an employee or another person living in the same household as the employee, that seeks to coerce or control the employee and that causes them harm or to be fearful.

"family member" means:

- (1) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (2) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (3) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in subclause (i)(a) of this clause includes a former spouse or de facto partner.

(ii) Entitlement to paid leave

(a) Subject to subclause (iii) of this clause, an employee, other than a casual employee, is entitled to up to 10 days' paid leave to deal with the impact of family and domestic violence, as follows:

- (1) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (2) the leave does not accumulate from year to year.

(b) Casuals, whilst not eligible for paid leave under this clause, may make themselves unavailable for work without consequence to deal with the impact of family and domestic violence.

(iii) Taking paid leave

An employee may take paid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) requires flexibility to deal with the impact of the family and domestic violence.

Note: The reason(s) for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

(iv) Service and continuity

The time an employee is on paid leave to deal with family and domestic violence counts as service and does not break the employee's continuity of service.

(v) Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under this clause. The notice:

- (1) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (2) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in subclause (iii) of this clause.

Note: Depending on the circumstances such evidence may include a document issued by police, a court or a family violence support service, or a statutory declaration.

- 3. This Award shall take effect on and from 24 February 2020 and shall remain in force for a period identical to the Local Government (State) Award 2017.

J.V. MURPHY, *Commissioner*

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