



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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

CONTENTS

Vol. 387, Part 1

20 March 2020

Pages 1 — 402

		Page
Awards and Determinations —		
Crown Employees NSW Department of Communities and Justice - (Community Living Award) 2019	AIRC	1
Crown Employees Nurses' (State) Award 2019	AIRC	30
Health Employees Dental Prosthetists and Dental Technicians (State) Award 2019	AIRC	40
Health Employees' Oral Health Therapists (State) Award 2019	AIRC	45
Health Employees' Pharmacists (State) Award 2019	AIRC	51
Insurance and Care NSW Award 2017	AIRC	56
Paramedics and Control Centre Officers (State) Award 2019	AIRC	125
Public Health System Nurses' and Midwives' (State) Award 2019	AIRC	171
Roads and Maritime Services (Traffic Signals Staff) Award 2019	AIRC	271
Roads and Maritime Services (Wages Staff) Award 2019	AIRC	318
Roads and Maritime Services School Crossing Supervisors Award 2019	AIRC	379

NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

CHIEF COMMISSIONER

Commissioner N. CONSTANT

MEMBERS

Commissioner J. D. STANTON

Commissioner J. V. MURPHY

Commissioner D. SLOAN

Commissioner J. WEBSTER

INDUSTRIAL REGISTRAR

Ms M. MORGAN

CROWN EMPLOYEES NSW DEPARTMENT OF COMMUNITIES AND JUSTICE - (COMMUNITY LIVING AWARD) 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Family and Community Services.

(Case No. 201251 of 2019)

Before Chief Commissioner Kite

5 July 2019

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
5.	Hours
6.	Roster of Hours
7.	Part-time Staff Members
8.	Casual Employees
9.	Temporary Employees
10.	Overtime
11.	Sleepovers
12.	Penalty Rates for Shift Work and Weekend Work and Special Working Conditions
13.	Meals
14.	Recreation Leave
15.	Public Holidays
16.	Paid Special Sick Leave
17.	Paid Union Leave
18.	Payment and Particulars of Salary
19.	Accommodation and Amenities
20.	Uniforms and Protective Clothing
21.	Dispute Resolution Procedures
22.	Anti-Discrimination
23.	Association Representatives
24.	Notice Board
25.	Medical Examinations
26.	Deduction of Union Membership Fees
27.	Mobility of Staff
28.	General Conditions
29.	Extra Claims
30.	Area Incidence and Duration

PART B

Schedule 1 - Rate of Pay

Schedule 2 - Transitional Arrangements

Schedule 3 - Allowances
Schedule 4 - Rostering Principles

2. Definitions

"Act" means the *Government Sector Employment Act 2013* and its Regulations and any replacement Act and Regulations.

"ADHC" means of the Department of Communities and Justice.

"Allocated day off" (ADO) means a day off in a roster cycle at a time operationally convenient as provided in Clause 4.

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

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

"Casual employee" means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the Act and any guidelines issued thereof or as amended from time to time.

"Day Worker" means a worker who works their ordinary hours Monday to Friday and who commences work on such days at or after 6.00am and before 10.00am, otherwise than as part of a shift system.

"Department" means the Department of Communities and Justice

"Department Head" means the Secretary of the Department of Communities and Justice

"Disability Support Worker" means a person appointed to the position of Disability Support Worker who is employed to assist and support clients in group homes, centre-based respite units and in-home support services.

"Employee" means an officer, staff member or casual employee unless otherwise specified.

"Part-time staff member" means a staff member whose contract hours are less than the full-time hours specified in this Award.

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

"Shift worker" means a staff member who is not a day worker.

"Team Leader" means a person appointed to the position of Team Leader.

"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.

"Unit" means a group home, respite centre or in-home support service.

3. Salaries

(1) Rates of Pay

- (i) Rates of pay and allowances payable to staff members covered under this Award shall be those specified in Schedule 1 - Rate of Pay.

(2) Disability Support Workers (DSWs)

- (i) The salary range for employees is that contained in Schedule 1 - Rate of Pay.

- (ii) From the date of effect of this Award new appointments of staff members to DSW will be to an appropriate year in the scale based on years of equivalent full time service providing direct care services within an accommodation setting to clients with a disability.
 - (iii) Casual DSW employees will be paid at an appropriate year in the scale based on hours and years of equivalent full time service providing direct care services within an accommodation setting to clients with a disability. Each year of service requires the completion of 12 months calendar service and 1982 hours.
 - (iv) Employees who possess a Certificate III Disability, or higher qualification acceptable to ADHC, will be paid at not less than the rate applicable to the 4th year of service.
 - (v) Confirmation of permanent appointment to a DSW position is subject to completion of a workplace induction program.
 - (vi) Other than accelerated progression arising from subclause (iv) above, staff members progress through the DSW salary range by way of annual increments subject to satisfactory performance and conduct of services in accordance with the Government Sector Employment Regulation 2013.
 - (vii) The transitional arrangements for employees at the effective date of the Award in the classifications of Residential Support Worker Level 1/2 to the Disability Support Worker salary range, are contained at Part B, Schedule 2 of this Award.
- (3) Team Leader
- (i) The salary rates for Team Leaders are contained at
 - (ii) The rates of pay on Part B for Team Leader One Unit are inclusive of three afternoon, two evening and one weekend penalty shift every 28 day roster period. The Team Leader will not be required to work this precise configuration of penalty and weekend shifts in any 28 day period. The actual work requirements will be determined by operational needs.
 - (iii) Appointment as a Team Leader will be subject to a competitive merit selection process to a vacant Team Leader position designated as such.
 - (iv) An appointee to a position of Team Leader requires possession of Certificate IV Disability, or equivalent qualification, and Certificate IV Frontline Management, or equivalent qualification.
 - (v) A staff member may be appointed as a Team Leader where they do not possess the Team Leader qualifications, but they must obtain the qualifications within 12 months of date of appointment.
 - (vi) Where other than an existing permanent officer is appointed to a Team Leader position and that appointee does not possess the Team Leader qualifications prior to appointment, confirmation of appointment may only occur after the person has obtained the Team Leader qualifications.
 - (vii) ADHC will determine the location and number of Team Leader positions on the usual basis of 1 Team Leader per unit. However ADHC will consult with the PSA for proposals of jointly managed units as they arise.
- (4) Community Support Worker, Community Worker and Community Consultant
- (i) ADHC will consult with the PSA if proposed to establish any new positions in community based services.
 - (ii) A Community Support Worker implements client plans which encourage independent living, social and vocational skills training, community access support, and leisure, recreation and adult education in consultation with other professional staff and Community Workers. There are no qualification requirements for appointment to this position.

- (iii) A Community Worker provides client services and develops client programs to encourage independent living and social, vocational, leisure and recreation skills training and community access support in a team setting.
- (iv) A Community Worker is required to possess, a minimum of an Associate Diploma acceptable to ADHC requiring a minimum of two years full-time study or equivalent part-time study thereof from a recognised University or College of TAFE. They shall be appointed on the 1st year of the salary range for Community Worker and shall progress to the 8th year by annual increments subject to satisfactory conduct and services.
- (v) A Community Worker who possesses a Degree qualification acceptable to ADHC requiring a minimum of three years full-time study or equivalent part-time study thereof, shall be appointed on the 3rd year of the salary range for Community Worker and shall progress to the 8th year by annual increments subject to satisfactory conduct and services.
- (vi) A Community Consultant provides direct intervention and case management for clients with complex needs including the development, co-ordination and supervision of client programs that include behaviour intervention, independent social and vocational skills training and provides clients with community access support in a multi-disciplinary team setting.
- (vii) A Community Consultant must possess a Degree qualification or higher acceptable to ADHC requiring a minimum of four years full-time study or equivalent part-time study thereof. They shall be appointed on the 1st year of the salary range for Community Consultant and progress to the 5th year by way of annual increments subject to satisfactory conduct and services.

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

4.1 The entitlement to salary package in accordance with this clause is available to:

- (i) permanent full-time and part-time employees;
- (ii) temporary employees, subject to the Department or agency's convenience; and
- (iii) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with sub-clause 4.7

4.2 For the purposes of this clause:

- (i) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Salaries of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- (ii) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

4.3 By mutual agreement with the Department Head, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:

- (i) a benefit or benefits selected from those approved by the Department Head; and
- (ii) an amount equal to the difference between the employee's salary, and the amount specified by the Department Head for the benefit provided to or in respect of the employee in accordance with such agreement.

4.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 4.5 The agreement shall be known as a Salary Packaging Agreement
- 4.6 Except in accordance with sub-clause 4.7, 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 Department Head at the time of signing the Salary Packaging Agreement.
- 4.7 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:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 4.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 4.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*, the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 4.10 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 sub-clause (9) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 4.11 Where the employee makes an election to salary package:
- (i) Subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 3, Salaries, of this Award if the Salary Packaging Agreement had not been entered into.
- 4.12 The Department Head may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

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

5. Hours

- (i) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days, to be worked Monday to Friday, inclusive, and to commence at or after 6:00am and before 10.00am.
- (ii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or an average of 38 hours per week in each roster cycle.
- (iii) Each day worker shall be free from duty for not less than two full days in each week. Each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, such rostered days off duty shall be consecutive.
- (iv) The hours of work prescribed in subclauses (i) - (iii), shall be arranged to allow variable working hours in each roster cycle of 28 days to ensure that each staff member shall work their ordinary hours of work on not more than 19 days in each cycle.
- (v) The hours worked on each day shall be arranged to include a proportion of one hour which shall accumulate towards the staff members allocated day off (ADO) duty on pay. Such proportion shall be on the basis of 0.4 of one hour for each eight-hour shift worked, and 0.5 of one hour for each ten hour shift worked.
- (vi) Each full-time staff member shall be entitled to 12 ADOs per annum.
- (vii) The staff member's ADO prescribed in sub-clause (v) shall be determined having regard to the needs of ADHC. Where practicable, the ADO is to be consecutive with the rostered days off duty prescribed by sub-clause (iii).
- (viii) Once set, the ADO may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist, and the ADO is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (ix) There shall be no accrual of credit towards a ADO for ordinary annual leave taken in accordance with clause 13 Recreation Leave. However, where a staff member has accumulated sufficient time to take their ADO prior to entering on recreation leave, and that day would have been taken if the staff member had not gone on recreation leave, it shall be allowed to the staff member on the first working day immediately following the period of leave.
- (x) Where a staff member has not accumulated sufficient time for an ADO prior to entering on recreation leave, time in credit shall count towards the next ADO falling in sequence after the staff member has returned to duty.
- (xi) A staff member shall continue to accumulate credit toward their ADO whilst on sick leave. Where a staff member's ADO falls during a period of sick leave, the staff member's available sick leave shall not be debited for that day.
- (xii) Where a staff member's ADO falls during a period of workers' compensation, the staff member, on returning to duty, shall be given the next ADO in sequence.
- (xiii) Where a staff member's ADO falls on a public holiday as prescribed by Clause 14, Public Holidays, the next working day shall be taken in lieu thereof.

- (xiv) All time between the rostered starting and ceasing times each day shall be paid for as working time, except for one unpaid meal break of no less than 30 minutes and no more than one hour.
- (xv) A period of 20 minutes shall be allowed to staff members for a morning or afternoon tea break and such period shall be included in the ordinary hours of work. Time taken for such breaks shall be without interruption of service.
- (xvi) There shall be a minimum break of eight hours between ordinary rostered shifts or a break equal in length to the shift previously worked, whichever is greater.

6. Roster of Hours

- (i) The ordinary hours of work for each staff member shall be displayed on a roster in a place conveniently accessible.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working day in the roster. Provided that this provision shall not make it obligatory for ADHC to display any roster of ordinary hours of work of a member of the relieving staff.
- (iii) A roster may be altered at any time to enable the operation of the service to be carried on where another staff member is absent from duty on account of illness or in an emergency, but where any such alteration involves a full-time staff member working on a day which would have been their ADO such time worked shall be paid at overtime rates.
- (iv) Where a change in roster occurs with less than 24 hours notice to the staff member affected, all time worked outside that shown on the staff member's roster (prior to the alteration) shall be paid for at overtime rates.
- (v) Rosters providing for shift work at a location that is normally a day-work operation shall not be introduced into any service or section thereof, until such time as the proposals relating thereto are conveyed to ADHC for its approval and the opportunity has been given to the Association to discuss the matter with ADHC and the service concerned.
- (vi) The ADOs in accordance with clause 5, Hours, are to be shown on the roster of hours for each staff member.
- (vii) Any change in the displayed roster must be notified verbally or in writing to the staff member concerned and shown on the operational roster.
- (viii) The working of more than seven consecutive shifts by staff members is prohibited, except where a staff member makes a special request, which is agreed by ADHC.
- (ix) Rosters shall be developed and implemented in accordance with the 'Rostering Principles' at Schedule 4

7. Part-Time Staff Members

- (1) Types of Part-time Engagement
 - (i) A staff member may work on a part-time basis by way of;
 - (a) Part-time Employment Contract: Contract of employment for less than full-time hours; or
 - (b) Part-time Leave Without Pay: Approved application to work less than full-time hours by way of a grant of leave without pay each week or fortnight; or
 - (c) Part-time Loading: Grandparented salary arrangement.

- (ii) The specified number of hours for a part-time staff member may be balanced over a week or fortnight, provided that the part-time contract hours shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for in this Award.
 - (iii) There shall be no interruption to the continuity of employment of a part-time staff member merely by reason of a staff member working on a 'week on, week off' basis in accordance with this sub-clause.
- (2) Part-time Employment Contract
- (i) A part-time staff member is one who is contracted to work a specified number of hours per week which are less than full-time hours.
 - (ii) Part-time staff members shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in this Award with a minimum three hours for each start.
 - (iii) Unless otherwise specified in this Award, part-time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member is contracted to work.
 - (iv) 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.
 - (v) ADHC may request, but not require, a part-time staff member to work additional hours.
 - (vi) Except where payment of overtime is provided for under Clause 10, for any time worked in excess of the staff member's ordinary contracted hours and up to 76 hours in a fortnight, a part-time staff member is be paid at their hourly rate plus a loading of 4/48ths in lieu of recreation leave.
- (3) Part-time Leave Without Pay
- (i) A staff member engaged on a full-time basis may apply to take leave without pay on a part-time basis in accordance with Clause 72 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
 - (ii) A staff member working part-time by way of leave without pay is entitled to a minimum three hours for each start.
 - (iii) The conditions of employment for a staff member engaged on a part-time basis by way of part-time leave without pay are those provided for in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, *Government Sector Employment Act 2013* and Regulations.
- (4) Part-time Loading (Grandparented Salary Arrangement)
- (i) Subclauses (1), (2) and (3) above do not apply to part-time employees in receipt of a 15% part-time loading under a grandparented salary arrangement. The following applies to these employees;
 - (a) Persons employed on a part-time basis may be employed for not less than eight or more than 32 hours in any full week of seven days, such week to be coincidental with the pay period, and shall be paid for the actual number of hours worked each week an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed, plus 15 per cent thereof. Employees shall not be engaged for less than three hours for each start.
 - (b) In an emergency, part-time workers may be allowed to work more than 32 hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with paragraph (a) of this sub-clause.

- (c) A part-time worker called up to work in an emergency on their rostered day(s) off shall be entitled to a minimum payment of three hours at the appropriate rate calculated in accordance with paragraph (a) of this sub-clause whether required for the full three hours or not.
- (d) With respect to employees employed on a part-time basis under this subclause, the provisions of subclauses (v) - (xiii) of clause 5 Hours, clause 10 Overtime, clause 15 (ii) Recreation Leave and subclauses (i) - (ii) of clause 15, Public Holidays, shall not apply.

8. Casual Employees

(1) Engagement of Casual Employees

- (i) A casual employee may be employed subject to the usual basis of employment of staff in the Department being that of an officer.
- (ii) A casual employee may only be engaged in the following circumstances
 - On a relief basis to fill irregular or intermittent vacancies; or
 - To carry out work on a short-term basis; or
 - To carry out urgent work or in an emergency.
- (iii) Casual employees can be included in operational rosters but employment for fixed or regular hours for a single period in excess of 4 weeks would in most instances be as a temporary employee.
- (iv) A casual employees' contract of employment may be terminated for any reason by giving of three hours' notice by either the employee or ADHC.

(2) Hours of Work

- (i) A casual employee is engaged and paid on an hourly basis.
- (ii) A casual employee will be paid for a minimum of 3 consecutive hours for each engagement.

(3) Rate of Pay

- (i) A casual employee shall be paid on an hourly basis of one thirty-eighth of the appropriate salary rate prescribed in this Award, plus 15% casual loading thereof.
- (ii) A casual employee shall be entitled to the shift allowances prescribed in clause 11 Penalty Rates for Shift Work and Weekend Work and Special Working Conditions. Such employees shall only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm Monday to Friday inclusive.
- (iii) Casual employees in receipt of penalty rates for working midnight Friday to midnight Sunday and Public Holidays, shall receive those penalty rates in lieu of the 15% casual loading.
- (iv) On termination, a casual employee shall also receive 4/48ths of ordinary earnings in lieu of recreation leave.
- (v) A casual employee shall be paid overtime in accordance with the provisions of Clause 9 of this Award.

(4) Conditions of Employment

- (i) The following clauses of this Award do not apply to casual employees
Subclauses (v) to (xi) of clause 5 Hours
- clause 6 - Roster of Hours
- Clause 14 - Recreation Leave
- Clause 15 - Public Holidays
- Clause 16 - Paid Special Sick Leave
- Clause 17 - Paid Union Leave
- (ii) Casual employees shall be entitled to all other benefits of this Award in the same proportion as their ordinary hours of work bear to full-time hours, unless otherwise specified.
- (iii) Casual employees are entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- (iv) A casual employee shall also receive the following entitlements in accordance with Clause 12 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009:
- (a) Clause 12.5 Leave
- (b) Clause 12.6 Personal Carers Entitlement for Casual Employees
- (c) Clause 12.7 Bereavement Entitlements for Casual Employees
- (d) Clause 12.8 Application of other clauses of this Award to Casual Employees
- (v) Other than as provided for in sub-clause (iv) above of this Award, Clause 12 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall not apply.

9. Temporary Employees

- (i) Temporary employees are those engaged in accordance with Section 43 (b) of the Act.
- (ii) Temporary employees are defined as staff members and receive all of the benefits of this Award in the same manner as permanent officers, unless otherwise specified.

10. Overtime

(1) Rates Payable - All Employees

- (i) The following rates are payable for overtime worked 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 -
- (a) Monday - Saturday inclusive: Time and one half for the first two hours and double time thereafter.
- (b) Sunday: Double time.
- (c) Public Holidays: Double time and one half.
- (ii) The rate of payment for overtime is to be determined according to the day of the week on which the time is actually worked in accordance with sub-clause (i) above.

- (iii) Subject to subclauses (v) below, an employee may be directed by the Department Head to work overtime.
 - (iv) An employee may refuse to work overtime where the working of overtime would result in the employee working hours which are unreasonable.
 - (v) For the purposes of subclause (iv) above, what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities, community obligations or study arrangements;
 - (c) the urgency of the work required to be performed, the impact on operational commitments and the effect on client services;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
 - (vi) Where an employee works overtime as an extension of shift and ceases work at a time when reasonable means of transport home are not available, they shall be paid at ordinary rates for the time reasonably spent travelling from the place of work to the officer's home.
- (2) Break Between Work - All Employees
- (i) When overtime is necessary it shall be arranged so that employees have at least eight (8) consecutive hours off duty between work on successive days or shifts.
 - (ii) An employee who has not had at least eight (8) consecutive hours off duty in accordance with subclause (i) above, shall be released from duty after completion of the overtime until they have had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during their absence.
 - (iii) If ADHC directs an employee to resume or continue to work without having had at least eight (8) consecutive hours off duty in accordance with subclause (i) above, they shall be paid at double rates until released from duty for such period and then shall be entitled to be absent until they have had eight (8) consecutive hours off duty without loss of payment for ordinary working time occurring during such absence.
 - (iv) At cessation of eight (8) hour break prescribed by sub-clauses (i) - (iii) above, the employee is required to return to duty for remainder of a rostered shift or, if available, apply for leave to cover the remainder of any rostered hours.
 - (v) Overtime may be worked prior to the commencement of a rostered shift, in which case the break provision prescribed by sub-clauses (i) - (iii) shall apply from the cessation of all work continuous with the overtime.
- (3) Recall to Duty - Staff Members
- (i) A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four (4) hours' work at the appropriate overtime rate for each time they are so recalled.
 - (ii) A staff member shall not be required to work the full minimum number of hours prescribed under sub-clause (i) above, if the job they were recalled to perform is completed within a shorter period.

- (iii) A staff member recalled to duty shall be paid all fares and expenses reasonably incurred as in travelling to and from their place of work.
 - (iv) Provided that where a staff member elects to use their own mode of transport, they shall be paid an allowance equivalent to the travelling rate as prescribed in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (4) Planned Overtime - All Employees
- (i) Where overtime worked is not continuous with ordinary hours, and/or additional hours in the case of a part-time staff member, and the employee has elected to accept an offer of overtime work with at least 24 hours notice, then the recall to duty provisions in subclause (3) above will not apply.
- (5) Payment of Overtime - Full-time Staff Members
- (i) A full-time staff member is to be paid at overtime rates for all time worked;
 - (a) outside the ordinary hours permitted under Clause 5 Hours, and/or
 - (b) outside that shown on the staff member's roster (prior to the alteration) where a change in roster occurs with less than 24 hours notice to the affected staff member.
- (6) Payment of Overtime - Part-time Staff Members
- (i) A part-time staff member is to be paid at overtime rates for all time worked;
 - (a) longer than the normal rostered shift length for a full-time employee for that shift, and/or
 - (b) in excess of 152 hours in a 28 day roster period, and/or
 - (c) in excess of the hours prescribed for a full-time staff member in Clause 5 Hours, and/or
 - (d) outside that shown on the staff member's roster (prior to the alteration) where a change in roster occurs with less than 24 hours' notice to the affected staff member.
 - (ii) In the case of subclause (i)(a) above, where there is no normal rostered shift length for a full-time staff member for that shift, then overtime is to be paid for all time worked in excess of eight (8) hours in a continuous period.
 - (iii) In the case of sub-clause (i)(b) above, the part-time staff member must be rostered to work a number of ordinary hours and have actually worked additional hours totalling to 152 hours in the roster period prior to becoming eligible to a payment of overtime under this sub-clause.
- (7) Payment for Overtime or Leave in Lieu
- (i) The Department Head 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 this clause.
 - (ii) The following provisions shall apply to the leave in lieu:
 - a. 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.
 - b. The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.

- c. The leave must be taken at the convenience of the Department, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 81, Sick Leave to Care for a Family Member of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, shall apply.
- d. The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved.
- e. Leave in lieu accrued in respect of overtime shall be given by the Department and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Department Head and the Association.
- f. A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

(8) Payment of Overtime - Casual Employees

- (i) A casual employee is to be paid overtime rates for all time worked;
 - a. longer than the normal rostered shift length for a full-time employee for that shift; and / or
 - b. in excess of 152 hours in a 28 day roster period.
- (ii) In the case of subclause (i)(a) above, where there is no normal rostered shift length for a full-time staff member for that shift, then overtime is to be paid for all time worked in excess of eight (8) hours in a continuous period.
- (iii) In the case of subclause (i)(b) above, the casual employee must work the 152 hours in a roster period prior to becoming eligible to a payment of overtime under this sub-clause.
- (iv) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in Clause 8, Casual Employees.

11. Sleepovers

- (i) "Sleepover" means a continuous period during which an employee is required to sleepover at a unit and be available to deal with any urgent situation, which may arise during the sleepover period.
- (ii) It is expected that an employee performing sleepover work will ordinarily be able to have a reasonable night's sleep. Accordingly such work will not be performed where:
 - (a) The facilities in the home, or
 - (b) The activities or behaviour of the clients residing there are such that an officer could not ordinarily be expected to have a reasonable night's sleep or would be put at risk if sleeping or woken from sleep during a sleepover.
- (iii) ADHC shall take all reasonable steps to enable the employee to have a reasonable night's sleep on the premises. These include:
 - (a) Providing a vacant room, able to be locked by the employee.
 - (b) Ensuring that the room is provided with:
 - a telephone and/or other emergency communication facilities so that assistance may be summoned if required;
 - a bed and other suitable sleeping requirements such as a light and clean linen;

- an ability to view outside the room when locked without opening the door, including external lighting.
- (c) Giving the employee access to the facilities within the Unit for the purposes of personal hygiene and the taking of meals, which shall be provided free of charge.
- (iv) An employee shall only perform sleepover work under the following conditions:
- (a) there is an agreement between the employee and ADHC in regard to the sleepover and the sleepover periods required and except in the case of an emergency, the agreement is made at least one (1) week in advance;
- (b) a sleepover period shall consist of not more than eight (8) continuous hours;
- (c) a staff member may be required to undertake sleepover work for no more than eight (8) nights in any period of twenty eight (28) days;
- (d) the sleepover shall not commence earlier than 10pm and shall not finish later than 7am;
- (e) no work other than that of an essential nature involving direct care of the clients shall be required to be performed during the sleepover;
- (f) each period of sleepover work should follow on from an afternoon shift and should not be followed by a day shift the next day.
- (v) An employee performing sleepover work shall be paid:
- (a) A sleepover allowance equivalent to five (5) hours payment at ordinary rates.
- (b) In the event that the employee has not received a reasonable night's sleep, the employee shall be paid:
- (1) If disturbed to perform any necessary work, the work shall be paid at overtime rates in addition to the sleepover allowance.
- (2) If disturbed by clients on two or more occasions, but not in order to perform any necessary work, the employee shall be paid as for an active night shift, in lieu of the sleepover allowance.
- (3) If disturbed by clients on two or more occasions to perform any necessary work, the work shall be paid for at overtime rates, with a minimum payment of an amount equal to the rate for an active evening shift, in addition to the sleepover allowance.
- (vi) An employee who is required by ADHC to accompany clients on excursions, etc. which necessitate overnight stays shall be paid a minimum allowance equivalent to eight (8) hours pay at ordinary rates for each overnight stay. If an employee is required to perform any necessary work during the night, the work shall be paid for at overtime rates.
- (vii) Employees shall comply with ADHC's reasonable requirements in relation to the recording of client's behaviour during sleepover periods. Claims for the additional payments provided under paragraph (v)(b) of this clause may be declined if such records have not been maintained for the particular night.
- (viii) Before sleepover work is introduced at a Unit, ADHC shall assess the suitability of the home and residents for such arrangements. Such arrangement shall be monitored and shall be reviewed, if new clients move into the home or in the event that a clients health or behaviour alters in such a way that concerns arise as to the continuing suitability of sleepover arrangements, or if officers as a result are unable to achieve a reasonable night's sleep during sleepover work. A timely review shall also be conducted if a written request identifying the reason the review is sought is made by staff members performing such work at a unit or by the Association. Whilst such reviews are conducted, sleepover work shall not be performed at the Unit.

- (ix) In the event that a dispute arises as to the suitability of a Unit, group of clients, or employee for sleepover work, the dispute shall be discussed by the parties on an urgent basis, in accordance with the award dispute resolution procedures.

12. Penalty Rates for Shift Work and Weekend Work and Special Working Conditions

- (i) Shift workers working afternoon or evening shift shall be paid the following loadings in addition to the ordinary rate for such shift; provided however, that part-time employees engaged under Clause 7 (1)(i)(a) and (c), shall only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm.

Afternoon shift commencing at 10.00am and before 1.00pm - 10 per cent

Afternoon shift commencing at 1.00pm and before 4.00pm - 12.5 per cent

Evening shift commencing at 4.00pm and before 4.00am - 15 per cent

Evening shift commencing at 4.00am and before 6.00am - 10 per cent

- (ii) For the purposes of this clause, day, afternoon and evening shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6.00am and before 10.00am.

"Afternoon shift" means a shift which commences at or after 10.00am and before 4.00pm.

"Evening shift" means a shift which commences at or after 4.00pm and before 6.00am on the day following.

- (iii) Staff members whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one-half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three-quarters. These extra rates shall be in substitution for, and not cumulative upon, the shift loadings prescribed in subclause (i) of this clause.
- (iv) Subclause (iii) shall apply to part-time workers engaged under Clause 7(1)(i)(c), but such workers shall be paid the shift allowances under subclause (iii) in lieu of the 15% part-time loading.
- (v) This clause does not apply to staff members employed in the classification of Team Leader. The rate of pay for Team Leader is an all-inclusive rate.
- (vi) 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.

13. Meals

- (i) Time not exceeding one hour and not less than 30 minutes shall be allowed for each meal.
- (ii) In any cases where the Department determines that the needs of the clients are such that employees cannot be permitted to leave the Department's premises during any meal break, unpaid meal breaks will not be provided and any time allowed for the partaking of a meal on the Department's premises shall be regarded as part of the ordinary hours for the shift.
- (iii) Where an employee in the course of their employment partakes of a meal or light refreshment other than routine meals, in company with clients, as part of individual lifestyle plan requirements, the cost of the meal or light refreshment shall be borne by the employer upon the provision of receipts from the staff member.
- (iv) Where an employee is called upon to work any portion of an unpaid meal break, such time shall be paid for at overtime rates.

- (v) An employee required to work overtime following on the completion of their normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime. All such time shall be counted as time worked.
- (vi) The meals referred to in sub-clauses (ii), (iii) and (v) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals, a meal allowance under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall apply.
- (vii) Where practicable, employees shall not be required to work more than five hours without a meal break.

14. Recreation Leave

(1) General

- (i) Except where stated otherwise in this Award, all staff members accrue paid recreation leave at the rate of 20 working days per year.
- (ii) Part-time staff members shall accrue paid recreation leave on a pro-rata basis in the following manner;
 - (a) Part-time staff members engaged under Clause 7(1)(i)(a) and (c) will accrue pro-rata recreation leave based on the contracted hours contained in the employment contract.
 - (b) Part-time staff members engaged under Clause 7(1)(i)(b) will accrue pro-rata recreation leave based on the ordinary hours worked.
- (iii) Additional recreation leave, at the rate of 5 days per year, accrues to a staff member 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.
- (iv) Staff members who prior to 30.4.99 were employed in the classification of Senior/Chief/Principal Youth Worker and in receipt of six weeks recreation leave in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, may continue to accrue recreation leave at the rate of six weeks per year.
- (v) Staff members covered by sub-clause (iv) above, may elect to revert to four weeks recreation leave per annum, and therefore receive the provisions of clause 15, Public Holidays. This election may only be made once and such option is not reversible.
- (vi) Staff members covered by sub-clause (iv) above, may elect at any time, to cash out any recreation leave accrued in addition to the entitlement under sub-clause (i) above.
- (vii) The provisions of sub-clauses (2), (3) and (4) of this Award are taken from the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009. Any variations to that Award in regards to these provisions are to apply and be incorporated into this Award.

(2) Limits on Accumulation and Direction to take Leave

- (i) At least two (2) weeks consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Department Head in special circumstances.
- (ii) Where the operational requirements permit, the application for leave shall be dealt with by the Department Head according to the wishes of the staff member.
- (iii) The Department Head 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 ADHC.

- (iv) The Department Head 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 time convenient to ADHC.
 - (v) A staff member must take their recreation leave to reduce all balance below 8 weeks, and ADHC must cooperate in this process. ADHC may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks
- (3) Conservation of Leave
- (i) If ADHC 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 Department Head shall:-
 - (1) Specify in writing the period of time during which the excess shall be conserved; and
 - (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 weeks' limit.
 - (3) A Department Head will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- (4) Miscellaneous
- (i) Recreation leave is to be granted in multiples of 1 hour.
 - (ii) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
 - (iii) 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 sub-clause (iv) below.
 - (iv) 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.
 - (v) The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred in sub-clause (iv) above, shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
 - (vi) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
 - (vii) Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
 - (viii) On cessation of employment, a staff member is entitled to be paid, the money value of accrued recreation leave which remains untaken.
 - (ix) A staff member to whom sub-clause (viii) above 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.

(5) Additional Recreation Leave - Shiftworkers

- (i) Staff members who are rostered to work their ordinary hours on Sundays and/or Public Holidays during a qualifying period of employment for recreation leave purposes shall be entitled to receive additional recreation leave as follows:

Number of ordinary shifts worked on Sundays and/or Public Holidays during qualifying period of employment for Annual Leave purposes	Additional Recreation Leave
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

- (ii) For part-time staff members, the "days" referred to in the above table will be equivalent to pro-rata contracted hours.
- (iii) A staff member may elect to be paid an amount equivalent to the value of their additional recreation leave entitlement accrued under subclause (i). Such election must be in writing and may be made at any time subject to subclause (iv) below.
- (iv) Additional recreation leave accrued under Clause 15(5) is accrued over at least a 12 month qualifying period and will be credited to the leave balance or paid out, according to the election of the staff member, on anniversary of employment.
- (v) Provided further that on termination of employment, staff members shall be entitled to payment for any untaken recreation leave due under Clause 14(5), together with payment for any untaken leave in respect of an incomplete year of employment, calculated in accordance with Clause 14(5).

(6) Annual Leave Loading

- (i) A shift worker, shall be paid whilst on recreation leave their ordinary pay plus shift allowances and weekend penalties relating to an average of shift penalties received by a staff member in a 12 month period prior to commencing on leave. Where a staff member has not worked shift work for a period of 12 months prior to commencement on leave, then an average of shift penalties paid in the lesser period since date of appointment as a staff member is to apply.
- (ii) Provided that, in relation to subclause (i) above, shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of recreation leave or for days which have been added to recreation leave in accordance with the provisions of Clause 16 Public Holidays.
- (iii) Staff members shall be entitled to an annual leave loading of 17.5%, or shift penalties as set out in subclauses (i) and (ii) above, whichever is the greater, on up to four weeks recreation leave for non-shift workers and up to five weeks recreation leave for shift workers.
- (iv) Where staff members receive additional recreation leave under Clause 14(1)(iv), the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- (v) For the calculation of annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- (vi) 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:
- (1) Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks

recreation leave. Such leave may be a combination of recreation leave, public holidays, extended leave (long service leave), leave without pay, time off in lieu and rostered day off with pay.

- (2) If at least two weeks' leave, as set out in paragraph (1) of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
- (3) While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave as specified in paragraph (1) of this subclause, is taken.
- (4) A staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the staff member's serious and intentional misconduct.
- (5) Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

15. Public Holidays

(1) General

- (i) Staff members shall be allowed to have public holidays off on full pay.
- (ii) For the purposes of this clause the following shall be deemed public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, Local Labour Day and any other day duly proclaimed and observed as a public holiday throughout the State of New South Wales.
- (iii) Except as otherwise provided in this subclause, where a staff member is required to and does work on any day of the holidays set out in subclause (ii) above, whether for a full shift or not, the staff member shall be paid at time and a half extra to the weekly rate for the ordinary rostered hours of duty. Such payment is to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
- (iv) Staff members may elect to be paid at half time extra to the weekly rate for the ordinary rostered hours and have the equivalent of the rostered hours added to their period of recreation leave for each public holidays worked in lieu of the payment provided in subclause (iii) above.
- (v) Staff members who are rostered off duty on a public holiday shall:
 - (1) be paid one day's pay in addition to the weekly rate or, if the officer so elects,
 - (2) have one day added to their period of recreation leave.
- (vi) Where a staff member is rostered for a shift that crosses midnight on a public holiday, and the total rostered hours on the public holiday are less than the equivalent of a full shift, for the purposes of subclause (v) above, the shift will be deemed to have been worked on the day on which the majority of time was actually worked.
- (vii) Where because of the majority of hours falling on a non-public holiday the shift is regarded as a non-public holiday shift, the staff member shall be deemed to have been rostered off duty on the public holiday and shall be paid in accordance with subclause (v).
- (viii) The elections referred to in sub-clauses (iv) and (v) above, and in this sub-clause are to be made in writing. Provided that a staff member may at any time change their election and may also elect to cash out any additional recreation leave balance accrued from these elections.

- (ix) In addition to those public holidays specified in subclause (ii) above, staff members shall be entitled to an extra public holiday each year. Such public holiday will occur on a day between Boxing Day and New Year’s Day determined by the appropriate Department Head as a public service holiday.
- (x) Staff members receive the public holiday in sub-clause (ix) above in lieu of any local holiday.
- (xi) For the purposes of this clause "full pay" shall mean the appropriate rate prescribed for the hours which the staff member would have worked had the day not been a public holiday.
- (xii) Team Leaders will ordinarily be rostered off duty on public holidays and receive the benefits under sub-clause (v) above.

(2) Six Weeks Base Recreation Leave Staff Members

- (i) Sub-clauses in section (2) apply to staff members in receipt of six weeks leave.
- (ii) The provisions of sub-clause (1) (i) - (v) do not apply. However, staff members may receive the additional public holiday in sub-clause (1) (ix) and may exercise the elections specified in subclause (1) (vi) and (vii) above.
- (iii) Where a staff member is required and does work on any public holiday, whether for a full shift or not, they shall be paid at half time extra for the ordinary rostered hours of duty.

(3) Part-time Staff Members

- (i) The provisions of this sub-clause (1) apply to part-time staff members engaged under Clause 7(2) and
- (ii) The provisions of sub-clause (1) do not apply to part-time staff members engaged under Clause 7(4) of this Award and who are in receipt of the 15% part-time loading. However, each staff member engaged under Clause 7(4) who is required to and does work on a public holiday as defined under sub-clause (ii) above, shall be paid at the rate of double time and one-half in lieu of the 15% part-time loading.

16. Paid Special Sick Leave

(1) Paid Special Sick Leave

Paid special sick leave shall be granted by the Department if an employee satisfies the following criteria:

- (i) has ten or more years of service
- (ii) has been or will be absent for a period of at least three months; and
- (iii) has exhausted or will exhaust, all sick leave entitlements.

(2) Paid sick leave will be granted in accordance with the following table:

Completed years of service	Number of working days		
	5 day week	6 day week	7 day week
10	22	26	30
20	44	52	60
30	66	78	90
40	88	104	120
50	110	150	150

17. Paid Union Leave

- (i) The provisions for paid Union Leave will be in accordance with Section 5 Clauses 53 to 66 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (ii) In addition to the provisions under subclause (i) above, members of the Association, who are accredited by the Association as Association delegates, shall be entitled to apply for paid special leave for attendance at Association delegates' meetings.

18. Payment and Particulars of Salary

- (i) Wages shall be paid fortnightly; provided that, for the purpose of adjustments of wages related to alterations in the basic wage, from time to time affective, the pay period shall be deemed to be fortnightly. On each payday the pay shall be made up to a date not more than three days prior to the day of payment and shall include all payments due to the staff member for that particular pay period.
- (ii) Staff members shall have their salary paid into a bank or other financial institution in New South Wales, as nominated by the staff member. Salaries shall be deposited by ADHC in sufficient time to ensure that salaries are available for withdrawal by staff members by no later than pay day.
- (iii) Staff members proceeding on long service leave, extended leave and recreation leave, shall on request, be paid in advance prior to commencing such leave. However, where a staff member wishes to receive their pay on their usual pay day, this shall be done.
- (iv) Notwithstanding the provisions of subclause (ii) above, a staff member should be paid all monies due to them by ADHC within 48 hours of ceasing duty on the last day of employment.
- (v) On each pay day a staff member, in respect of the payment then due, shall be furnished with a statement, in writing, containing the following particulars, namely: name, the amount of ordinary salary, the total number of ordinary hours, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid, and the purpose for which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (vi) Where retrospective adjustments of wages are paid to staff members, such payments, where practicable, shall be paid as a separate payment to ordinary wages. Such payment shall be accompanied by a statement containing particulars as set out in subclause (v) above.

19. Accommodation and Amenities

- (i) Suitable dining areas, lavatory and washing facilities and lockable facilities for staff members personal belongings shall be made available in all Departmental facilities.
- (ii) In all units, hot and cold showers and conveniences shall also be available for staff members.
- (iii) Where major additions to presently occupied buildings or new buildings are erected, the amenities to be available in such additions or new buildings shall be the subject of negotiations between the parties.

20. Uniforms and Protective Clothing

- (i) Staff members shall not be required to wear a uniform or any part thereof. Therefore, no allowance in lieu of the supply of uniforms shall be payable.
- (ii) Where the nature of the duties to be performed so warrants, suitable protective outer garments shall be available for the use of staff members.

21. Dispute Resolution Procedures

- (i) All grievances and disputes relating to the provisions of the 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 ADHC, if required.
- (ii) A staff member is required to notify, in writing, their immediate manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two working days, or as soon as practicable. The staff member may pursue this sequence of reference to successive levels of management until the matter is referred to the Regional Manager or Branch Head.
- (vi) The Regional Manager or Branch Head may refer the matter to ADHC's Human Resources or Employment Relations Branch for consideration.
- (vii) If the matter remains unresolved, ADHC shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A staff member, at any stage, may request to be represented by their union.
- (ix) The staff member or the union on their behalf, or the Department Head, may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (x) The staff member, union and ADHC shall agree to be bound by any order or determination by the Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) above are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

22. Anti-Discrimination

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

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

Notes -

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

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

23. Association Representative

- (i) An officer appointed Association representative shall, upon notification thereof in writing to ADHC, be recognised as the accredited representative of the Association and shall be allowed the necessary time, during working hours, to interview ADHC and staff members on matters affecting staff members.

24. Notice Board

- (i) ADHC shall provide and erect a notice board of reasonable dimensions in each unit, to be erected in a prominent position and upon which the Association representative shall be able to post Association notices.

25. Medical Examinations

- (i) Staff members required to work in areas where they are subject to a higher than normal risk of infection shall be given appropriate check-ups upon making application therefore to ADHC.

26. Deduction of Union Membership Fees

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

- (iv) Monies so deducted from staff member's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile the credit subscriptions to staff member's union membership accounts.
- (v) Unless other arrangements are agreed to by ADHC and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where a staff member 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 staff member to make a fresh authorisation in order for such deductions to continue.

27. Mobility of Staff

- (i) All staff members are recruited to a District, not a unit. The movement of staff members within the District will occur in a reasonable manner.
- (ii) Staff may be rotated through shifts at various units for the following purposes where practicable:
 - For staff and workforce development, including unit induction;
 - To meet client support needs;
 - To address Work Health and Safety issues or injury management obligations;
 - When a staff member has identified a desire to work in another unit; or
 - To support workforce requirements including the filling of long term vacancies.
- (iii) Staff will not be asked to work a shift in another unit:
 - Without reasonable notice; or
 - If the distance the staff member is required to travel is unreasonable having regard to the individual's circumstances
- (iv) Where possible, all transfers will be undertaken on a voluntary basis.
- (v) Where an involuntary transfer is necessary, consultation with the PSA will be undertaken prior to the transfer being affected.
- (vi) For the purposes of this clause, no transfer will be used as a punitive measure.

28. General Conditions of Employment

- (i) It is the intention of the parties to this Award that all other conditions not specified in this Award will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, *Government Sector Employment Act 2013* and the Government Sector Employment Regulation 2013.

29. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

30. Area, Incidence and Duration

This Award applies to staff members and casual employees who are employed by ADHC in a classification listed in Schedule A of this Award, and defined in Clause 2 of this Award, who come within the constitutional coverage of the Association.

This award replaces the Crown Employees Ageing, Disability and Home Care - NSW Department of Family and Community Services (Community Living Award) 2018 Award published 2 August 2019 (384 I.G. 788) and all variations thereof.

This Award shall take effect on and from 1 July 2019 and shall remain in force until 30 June 2020.

PART B

SCHEDULE 1 - RATES OF PAY

Level	Year	Effective from 1.7.18 Per Annum 2.5% \$	Effective from 1.7.19 Per Annum 2.5% \$
Disability Support Worker	1	53,628	54,969
	2	54,572	55,936
	3	56,001	57,401
	4	57,089	58,516
	5	58,168	59,622
	6	59,770	61,264
	7	60,808	62,328
	8	61,877	63,424
	9	63,950	65,549
	10	66,028	67,679
Team Leader* One Unit	1	94,782	97,152
	2	96,685	99,102
Team Leader* Two Units	1	97,616	100,056
	2	99,554	102,043
Community Support Worker	1	53,628	54,969
	2	54,572	55,936
	3	56,001	57,401
	4	57,089	58,516
	5	58,168	59,622
Community Worker	1	58,168	59,622
	2	59,770	61,264
	3	61,877	63,424
	4	65,464	67,101
	5	68,508	70,221
	6	71,936	73,734
	7	75,736	77,629
	8	79,380	81,365
Community Consultant	1	76,581	78,496
	2	80,398	82,408
	3	83,403	85,488
	4	86,720	88,888
	5	91,072	93,349

Table 1**SCHEDULE 2 - RATES OF PAY**

Transitional Arrangements for Residential Support Workers Level 2 with 12 months or more service at their current rate of pay who were prevented from further annual increments due to qualification requirements under previous award provisions.

Classification and Grades	1.7.18 Per annum 2.50% \$	1.7.19 Per annum 2.50% \$
Residential Support Worker Level 2		
Year 1	57,071	58,498
Year 2	58,168	59,622
Year 3	59,770	61,264
Year 4	60,808	62,328
Year 5	61,877	63,424
Year 6	63,950	65,549
Disability Support Worker		
Year 5	58,168	59,622
Year 6	59,770	61,264
Year 7	60,808	62,328
Year 8	61,877	63,424
Year 9	63,950	65,549
Year 10	66,028	67,679

SCHEDULE 3 - ALLOWANCES

Allowances	1.7.18 Per annum 2.50% \$	1.7.19 Per annum 2.50% \$
(i) An officer who is required by the Department to accompany clients on excursions, etc., which necessitate overnight stays shall be paid in allowance equivalent to eight hours at ordinary rates for each overnight stay		
(ii) An officer who is nominated to supervise a team in a community based service, other than in a residential setting, shall be paid a Team Leader Allowance as follows		
No of staff Supervised 5 to 10	4,122	4,225
No of staff Supervised 11 to 25	6,882	7,054
No of staff supervised 26 to 40	9,646	9,887
No of staff Supervised 40 +	11,004	11,279

SCHEDULE 4 - ROSTERING PRINCIPLES

(1) Statement of Intent

These principles are to be adopted by Regions in rostering Disability Support Workers and Team Leaders within Ageing, Disability and Home Care (ADHC). They are to be read in conjunction with the Crown Employees Ageing, Disability and Home Care - Department of Human Services NSW (Community Living Award) 2016 (hereafter referred to as the Award).

ADHC is responsible for the delivery of client services in the accommodation and respite business stream. In determining rostering requirements line managers must have regard to the identified client needs requiring staff support, OH&S obligations, management of risk and the allocated budget.

This document set outs the principles to be applied in the rostering of staff in line with the Award provisions.

(2) Award and General Parameters

- (i) Rosters must meet the needs of ADHC and its clients. In this context ADHC is committed to maximising the flexibility available to employees to balance their work and personal/family obligations.
- (ii) Requests for roster changes due to personal/family obligations should be given favourable consideration where the request can be practicably and reasonably facilitated. So far as possible, reasonable notice should be provided by the employee. In this context Team Leaders need to consider NSW Government policy and legislative requirements regarding accommodating personal and family obligations, and may need to balance competing and/or conflicting requests from staff. The Business link Human Resources section in each Region are available to provide advice to Team Leaders when making rostering decisions.
- (iii) Shifts may be swapped by mutual agreement with the prior approval of the Team Leader.
- (iv) The requirements of Clause 4 "Hours" and Clause 5 "Rosters of Hours" of the Award are to be met. Rosters are to be for a period of 28 calendar days.
- (v) Standard shift lengths for full time employees are 8 or 10 hours.
- (vi) The minimum ordinary hours that may be rostered for permanent/temporary part time or casual employees is 3 hours and ordinary shift lengths will otherwise not exceed normal full time hours.
- (vii) Clause 5 "Roster of Hours" of the Award sets out the terms and conditions of payment to staff, including the payment of overtime, where alterations are made to a roster.
- (viii) Where a change in roster occurs within less than 24 hours' notice to the affected staff member all time worked outside that shown on the roster shall be paid at overtime rates.

(3) Master and Operational Rosters

- (i) Master rosters are developed by Team Leaders in consultation with staff and provided to Coordinators Accommodation and Respite for approval.
- (ii) Operational rosters are developed by Team Leaders in consultation with staff.
- (iii) Rosters are not to be used as a mechanism to inappropriately advantage or disadvantage any staff member.
- (iv) The development of master rosters and any changes to them are to be the subject of consultation with all permanent and temporary staff.
- (v) Operational rosters are developed from the master roster in consultation with staff. Operational rosters will reflect deviations from the master roster.
- (vi) An operational roster may be changed at any time to enable the operation of the service to be carried on. Long term or anticipated changes to client needs will be reflected as a change to the master roster.
- (vii) Operational rosters are to be displayed two weeks in advance of the rostering commencing.
- (viii) Any change in the displayed operational roster must be notified verbally and in writing, where practical, to the staff member concerned. In all cases a written record of the decision must be kept. Any change to the operational roster which exceeds the cost of the roster budgeted for that location is subject to approval.

- (4) Needs Based Rostering
- (i) All full-time and part-time employees are employed as shift workers on a 24/7 basis in accordance with the Award subject to any part-time work agreements.
 - (ii) The rostering arrangements should be appropriate to the client needs and the staffs' skills.
 - (iii) All staff should be rostered in a way that:
 - (a) is based on rostering need such as capacity for supervision (informal/formal); ability to perform key worker role; and opportunity to work alongside other colleagues.
 - (b) facilitates their attendance at staff meetings and approved professional development and training. Every endeavour is to be made to ensure all staff can attend staff meetings e.g. the immediately prior rostered night shift to be arranged for a person outside the unit.
 - (iv) All employees who have not previously worked in a ADHC Group Home or Respite Unit where they will be required to work are to receive 3 hours of orientation to the unit or more if necessary. The hours for the orientation are to be supernumery for the employee being inducted into the unit.
- (5) Filling of Vacant Shifts - Where the Vacancy Will Not Exceed 5 Working Days
- (i) For vacancies not exceeding 5 working days there is usually a need to supplement the workforce as a consequence of:
 - (a) changing client needs
 - (b) the absence of another employee
 - (c) an emergency.
 - (ii) Vacancies not exceeding 5 working days are to be filled in the following order:
 - (a) Additional hours offered to permanent and/or temporary part-time employees.
 - (b) Engagement of casual employees at ordinary rates i.e. not overtime work.
 - (c) Overtime.
 - (d) Agency staff.
 - (iii) In the filling of vacancies not exceeding 5 working days regions should explore options for using existing staff from within the cluster and also within region.
 - (iv) Provided that in making the offer of additional, casual or overtime hours, the total number of hours which will be worked by the employee in the fortnight period is taken into account. This is necessary to meet OH&S responsibilities in relation to fatigue management. The working of a maximum of 96 hours per fortnight is considered reasonable
 - (v) All employees are expected to take reasonable steps to fill immediate short term vacancies. The filling of all other vacancies will be the responsibility of the line manager responsible for rostering of that Unit.
 - (vi) Disability Support Workers need not seek the approval of the Team Leader or the on-call officer in filling a short-term vacancy, provided that the offer of hours or work is line with these principles and follows the order set out in (ii) above. However, in emergency situations, particularly in instances where the immediate health and safety of a client or employee is seriously at risk and the Team Leader is not rostered to work, employees may directly contact

employees to attend work in the absence of an approval from a manager to do so. Contact is to be made with the line manager responsible for rostering of that Unit as soon as practicable after the engagement has been made.

(6) Filling of Vacant Shifts - Vacancies Exceeding 5 Days

- (i) Where it is known in advance that there will be a vacant line on a roster and the vacancy is not short term, ADHC's preference is to fill the entire line wherever practicable. The order outlined below will be applied in the first instance to the entire vacancy. If it is found that the vacancy cannot be filled by a single staff member, then the vacant shifts will be offered to staff in the following order;
 - (a) Permanent part-time staff to be offered a temporary increase in hours.
 - (b) New temporary contract of employment or variation of contract for existing temporary staff. Where appropriate may also be administered by way of payment of additional hours.
 - (c) Engagement of casual employees at ordinary rates i.e. not overtime work.
 - (d) Overtime.
 - (e) Engagement of agency staff.
- (ii) The Guidelines for the Engagement of Agency staff in Group Homes and Respite Centres are to be consulted where it is proposed to engage agency staff.

(7) Dispute Resolution

- (i) In the first instance concerns about rostering should be the subject of discussion between the staff members involved and their immediate supervisor. Team meetings or supervision sessions may be the appropriate forum for these discussions. In the case that the matter remains unresolved, the matter should be raised with the Coordinator Accommodation and Respite who will address the issue if necessary with the Manager, Accommodation and Respite.
- (ii) ADHC will monitor the application of these principles by Regions through the localised joint consultative committees between ADHC and the PSA. Where issues remain unresolved they may be referred to ADHC's Central Office for assistance.

P. M. KITE, *Chief Commissioner*

CROWN EMPLOYEES NURSES' (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 204705 of 2019)

Before Chief Commissioner Kite

24 July 2019

AWARD**1. Arrangement****PART A**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	General Conditions of Employment
4.	Salary Rates
5.	Overtime
6.	Penalty Payments for Shift Work and Weekend Work
7.	Public Holidays
8.	Annual Leave
9.	Grading of Nurse / Midwife Manager
10.	Dispute Resolution Procedures
11.	Anti-Discrimination
12.	Personal Carer's Leave
13.	Area, Incidence and Duration
14.	No Extra Claims
15.	Savings Clause
16.	Career Break Scheme
17.	Commitments During the Life of this Award

PART B**MONETARY RATES**

Table 1 - Salaries

PART A**2. Definitions**

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

The "Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch) of 50 O'Dea Avenue, Waterloo, New South Wales.

"Career Break Scheme" means a scheme where employees may apply for an option to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.

"Consultation" means that the employer must notify the Association of the proposal or issue in question, give the Association adequate time to consider the matter and respond to the employer, and the Association's views (where expressed) must be taken into account by the employer in arriving at a decision.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 a.m. and before 10.00 a.m. otherwise than as part of the shift system.

"Employee" means for the purpose of this award, a person who holds a position for which a nursing qualification is an essential requirement and is employed as a public servant within the Ministry of Health or in a Public Service agency as per Schedule 1 of the *Government Sector Employment Act 2013* where the Secretary, Ministry of Health is the head of Agency.

"Employer" for the purposes of this award, in respect of nurses employed pursuant to the *Government Sector Employment Act 2013*, is a reference to the Secretary, Ministry of Health.

Registered Nurse/Midwife, Nurse/Midwife Educator, Nurse/Midwife Manager, Nursing/Midwifery Unit Manager, Clinical Nurse/Midwife Educator, Clinical Nurse/Midwife Specialist, Clinical Nurse/Midwife Consultant and Nurse/Midwife Practitioner shall all have the same meaning as defined in the Public Health System Nurses' and Midwives' (State) Award 2019.

"Shift Worker" means a worker who is not a day worker as defined.

3. General Conditions of Employment

Except as otherwise provided in this award:

- (a) Employees shall be entitled to, and shall observe, the conditions of employment applicable to public servants, i.e. the conditions of employment covering officers employed in organisations listed in Schedule 1 of the *Government Sector Employment Act 2013*, together with the Government Sector Employment Regulation 2014, the Government Sector Employment (General) Rules 2014, the Public Service Industrial Relations Guide as amended from time to time and/or the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied from time to time.

4. Salary Rates

The minimum salaries per week to be paid to employees shall be as set out in Table 1 - Salaries of Part B, Monetary Rates.

5. Overtime

- (a) Subject to subclause (b) an employer may require an employee to work reasonable overtime.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purpose of subclause (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) the 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 facility;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

- (d) This clause shall not apply to Nurse Managers classified at Grade 4 or above.
- (e) Overtime shall be paid for time worked in excess of 152 hours over each four weekly period provided that the performance of such overtime is authorised by the employer.
- (f) In assessing payment for authorised time worked in excess of 152 hours over each four weekly period, time should stand alone in excess of each normal shift and be calculated in accordance with subclause (g) of this clause.
- (g) Authorised overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that all authorised overtime worked on Sundays shall be paid at the rate of double time and on public holidays at the rate of double time and one half.

6. Penalty Payments for Shift Work and Weekend Work

- (a) This clause shall not apply to Nurse Managers classified at Grade 4 or above.
- (b) In addition to the rates prescribed by this award, officers authorised by the employer to perform work on a shift basis and/or weekends and public holidays shall be paid for all time other than overtime worked at the following prescribed penalty:
 - (i)
 - (1) On afternoon shift, commencing at or after 10.00 a.m. and before 1.00 p.m. at the rate of ten per cent extra.
 - (2) On afternoon shift, commencing at or after 1.00 p.m. and before 4.00 p.m. at the rate of 12 ½ per cent extra.
 - (3) On night shift, commencing at or after 4.00 p.m. and before 4.00 a.m. at the rate of 15 per cent extra.
 - (4) On night shift, commencing at or after 4.00 a.m. and before 6.00 a.m. at the rate of ten per cent extra.
 - (ii)
 - (1) Between midnight Friday and midnight Saturday at the rate of half-time extra.
 - (2) Between midnight Saturday and midnight Sunday at the rate of three-quarter time extra.
 - (3) Provided that these weekend rates in this subclause shall be in substitution for and not cumulative upon the shift penalties prescribed in subclause (i) of this clause.
 - (iii) Between midnight to the following midnight on a public holiday at the rate of half time extra in substitution for and not cumulative upon the shift premiums prescribed in subclause (i) and (ii) of this clause.

7. Public Holidays

- (a) Public holidays shall be allowed to employees on full pay. An employee who is required to and does work on a public holiday shall be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. Provided that, if an employee so elects, he/she may have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked.

- (b) Where a public holiday occurs on a shift worker's rostered day off, he or she shall be paid one day's pay in addition to the weekly rate or, if the employee so elects, have one day added to his or her period of annual leave.

8. Annual Leave

Nurse Managers classified at Grade 4 or above are entitled to annual leave as set out in subclause (a) to (d) of this clause. All other employees are entitled to annual leave in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied from time to time.

- (a) Twenty ordinary working days' annual leave per annum; and,
- (b) If they work on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied from time to time:
 - (i) the provisions of clause 7, Public Holidays; or
 - (ii) by agreement between the employee and the employer, time in lieu of each public holiday or half public holiday so worked, to be taken at a time agreed between the employee and the employer.
- (c) The benefits of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied from time to time, shall not apply to Nurse Managers classified at Grade 4 or above.
- (d) The employer must pay to all employees annual leave loading in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied from time to time.

9. Grading of Nurse / Midwife Manager

Grading provisions of the Public Health System Nurses' and Midwives' (State) Award 2019 apply to all positions of Nurse / Midwife Manager covered by this award.

10. Dispute Resolution Procedures

- (a) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (b) Where a dispute arises, regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employee(s) or the Association on behalf of the employee(s) if the employee(s) so requests and the immediate supervisor of that employee(s).
- (c) If the matter is not resolved within a reasonable time it must be referred by the employees immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the employee(s) to the Association's head office. Discussions at this level must take place and be concluded within two working days of referral or such extended periods as may be agreed.
- (d) If the matter remains unresolved, the Association must then confer with the appropriate level of management, depending on the nature and extent of the matter. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If these procedures are exhausted without the matter being resolved, or if any of the time limits as set out in this clause are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission of New South Wales for its assistance in resolving the issue.
- (f) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.

- (g) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
- (i) immediately before the issue arose; or
 - (ii) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (h) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (i) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

11. Anti-Discrimination

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

NOTES -

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

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

12. Personal Carer's Leave

The provisions of Clause 85, Sick Leave to Care for a Family member, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, shall apply.

13. Area, Incidence and Duration

- (a) This award applies to all employees as defined in clause 2, Definitions employed as a public servant within the NSW Ministry of Health or in a Division of the Government Service as per Schedule 1 of the *Government Sector Employment Act 2013*, as varied from time to time, where the Secretary, Ministry of Health is the Agency Head.
- (b) This Award rescinds and replaces the Crown Employees Nurses' (State) Award 2018 published 28 November 2018 (383 I.G. 727) and all variations thereof.
- (c) This Award commences on and from 1 July 2019. It shall remain in force until 30 June 2020.
- (d) The increases shown in the second column of Part B, Table 1 - Salaries commence from the first full pay period commencing on or after ('FFPPCOOA') 1 July 2019.

14. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

15. Savings Clause

It is the intention of the parties that this award be a consolidation of the industrial instruments applicable immediately prior to the making of this Award. Unless otherwise agreed, it is not the intention of the parties that any existing conditions of employment be removed. This does not preclude any regrading of positions that may arise from job evaluation exercises.

16. Career Break Scheme

- (i) The career break scheme allows employees to defer twenty per cent of their salary for four years, and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into an account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law. The employer and employee will agree in writing prior to the commencement of the career break on the specific method and conditions under which the deferred salary will be withheld.
- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) The Ministry of Health will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year.
- (v) The Ministry of Health will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees.

The Ministry of Health will not unreasonably refuse any application by an employee to participate in the career break scheme.

- (vi) For members of the State Superannuation Scheme (SSS) the Ministry of Health will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) the Ministry of Health will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (e.g. First State Superannuation, HESTA, HIP) the Ministry of Health will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (xi) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.
- (xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave. In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.
- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer, and will be paid all monies in the account.

- (xvii) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xviii) Subject to approval by the Ministry of Health an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year employees are not permitted to undertake work in the Ministry of Health in positions covered by the Award. However, this does not prevent work in the Ministry of Health in another position not covered by the Award.
- (xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive Ministry of Health position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xx) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Ministry of Health and the Association and will consider any recommendations to vary the Scheme.

17. Commitments During The Life Of This Award

- (i) The Association commits to continuing co-operation with and, where requested, participation in, NSW Health efficiency and productivity improvement initiatives, including those set out below:
 - (a) better demand management through Medical Assessment Units, Community Service Packages, and Community Acute/Post Acute Care;
 - (b) improved Severe Chronic Disease Management (SCDM);
 - (c) implementation of Electronic Medical Records, Electronic Medication Management, and Computerised Physician Order Entry;
 - (d) enhanced Healthcare Associated Infections (HAI) control;
 - (e) improved clinical hand-over procedures;
 - (f) reduction in medication errors;
 - (g) increased utilisation of Tele health, enabling rural and remote hospitals to access advice and specialised skills to minimise treatment delays and reduce patient transfers;
 - (h) improved Nursing/Midwifery Unit Manager capabilities;
 - (i) improved Drug & Alcohol Consultation liaison;
 - (j) improved Management of Patient Deterioration;
 - (k) management of ambulatory care sensitive conditions;
 - (l) implementing the new rostering system, in particular co-operating in learning and applying the new system; and
 - (m) continuation of changes to ensure consistency in approach to skill mix and classifications, including use of nurse practitioners, senior clinical nurses, enrolled nurses and assistants in nursing. One of the clinical areas to be reviewed to ensure appropriate skill mix is in operating theatres.

- (ii) The Association commits to continuing co-operation with and, where requested by the Ministry, participation in, the following initiatives:
- (a) better discharge management planning to facilitate earlier discharges and other improved patient flow strategies;
 - (b) trialling and/or implementation of new models of care, such as Urgent Care Centres and the Surgery Futures project, which includes establishment of high volume short stay surgery centres and improved separation of emergency from planned surgery;
 - (c) operating theatre redesign to move procedures not needing a full operating theatre environment to procedure rooms and ambulatory care centres;
 - (d) implementation of programs to facilitate rapid assessment of patients from residential aged care facilities;
 - (e) the Pharmacy Reform program, in particular the review of nursing roles in medication management (including transition to home and general business processes) and implementation of any recommended changes; and
 - (f) operationalising Supervision for Safety principles within existing staffing.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rates as at 01/07/2019 per week	Rates for FFPPCOA 01/07/2019 per week
Registered Nurse/Midwife		
1st Year	\$1,200.10	\$1,230.10
2nd Year	\$1,265.30	\$1,296.90
3rd Year	\$1,330.60	\$1,363.90
4th Year	\$1,400.60	\$1,435.60
5th Year	\$1,470.20	\$1,507.00
6th Year	\$1,539.40	\$1,577.90
7th Year	\$1,618.50	\$1,659.00
8th Year and Thereafter	\$1,685.10	\$1,727.20
Clinical Nurse/Midwife Specialist		
Grade 1 - 1st Year and Thereafter	\$1,753.60	\$1,797.40
Grade 2 - 1st Year	\$1,883.70	\$1,930.80
Grade 2 - 2nd Year and Thereafter	\$1,945.60	\$1,994.20
Clinical Nurse/Midwife Consultant		
Appointed prior to 31.12.99	\$2,156.40	\$2,210.30
Grade 1 - 1st Year	\$2,107.90	\$2,160.60
Grade 1 - 2nd Year and Thereafter	\$2,151.00	\$2,204.80
Grade 2 - 1st Year	\$2,193.60	\$2,248.40
Grade 2 - 2nd Year and Thereafter	\$2,237.20	\$2,293.10
Grade 3 - 1st Year	\$2,323.10	\$2,381.20
Grade 3 - 2nd Year and Thereafter	\$2,366.20	\$2,425.40
Clinical Nurse/Midwife Educator		
Year 1	\$1,824.50	\$1,870.10
Year 2 and Thereafter	\$1,883.70	\$1,930.80

Nurse/Midwife Educator		
4th Year as at 1/7/08	\$2,156.40	\$2,210.30
Grade 1 - 1st Year	\$2,049.40	\$2,100.60
Grade 1 - 2nd Year and Thereafter	\$2,107.90	\$2,160.60
Grade 2 - 1st Year	\$2,193.60	\$2,248.40
Grade 2 - 2nd Year and Thereafter	\$2,237.20	\$2,293.10
Grade 3 - 1st Year	\$2,323.10	\$2,381.20
Grade 3 - 2nd Year and Thereafter	\$2,366.20	\$2,425.40

Classification	Rates as at 01/07/2019 per week	Rates for FFPPCOA 01/07/2019 per week
Nurse/Midwife Practitioner		
1st Year	\$2,323.10	\$2,381.20
2nd Year	\$2,366.20	\$2,425.40
3rd Year	\$2,426.60	\$2,487.30
4th Year and Thereafter	\$2,487.40	\$2,549.60
Nursing/Midwifery Unit Manager		
Level 1	\$2,114.00	\$2,166.90
Level 2	\$2,214.10	\$2,269.50
Level 3	\$2,273.80	\$2,330.60
Nurse/Midwife Manager		
Grade 1 - 1st Year	\$2,107.90	\$2,160.60
Grade 1 - 2nd Year and Thereafter	\$2,151.00	\$2,204.80
Grade 2 - 1st Year	\$2,193.60	\$2,248.40
Grade 2 - 2nd Year and Thereafter	\$2,237.20	\$2,293.10
Grade 3 - 1st Year	\$2,323.10	\$2,381.20
Grade 3 - 2nd Year and Thereafter	\$2,366.20	\$2,425.40
Grade 4 - 1st Year	\$2,452.20	\$2,513.50
Grade 4 - 2nd Year and Thereafter	\$2,495.20	\$2,557.60
Grade 5 - 1st Year	\$2,580.70	\$2,645.20
Grade 5 - 2nd Year and Thereafter	\$2,624.30	\$2,689.90
Grade 6 - 1st Year	\$2,710.40	\$2,778.20
Grade 6 - 2nd Year and Thereafter	\$2,753.70	\$2,822.50
Grade 7 - 1st Year	\$2,925.10	\$2,998.20
Grade 7 - 2nd Year and Thereafter	\$2,968.60	\$3,042.80
Grade 8 - 1st Year	\$3,140.70	\$3,219.20
Grade 8 - 2nd Year and Thereafter	\$3,183.50	\$3,263.10
Grade 9 - 1st Year	\$3,355.40	\$3,439.30
Grade 9 - 2nd Year and Thereafter	\$3,398.70	\$3,483.70

P. M. KITE, *Chief Commissioner*

HEALTH EMPLOYEES DENTAL PROSTHETISTS AND DENTAL TECHNICIANS (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 205776 of 2019)

Before Chief Commissioner Kite

10 July 2019

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Transitional Arrangements
5.	Previous Industry Service
6.	Salaries and Allowances
7.	Conditions of Service
8.	Grading and Classification of Officers
9.	No Extra Claims
10.	Area, Incidence and Duration

2. Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meanings assigned to them.

"Employee" means a person or persons employed in any hospital as defined.

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

"Industrial Committee" means the Public Health Employees (State) Industrial Committee.

"Industry Service", unless the context otherwise indicates or requires means service before and/or after commencement of this award in any hospital and/or laboratory acceptable to the Ministry.

"Ministry" means the Ministry of Health.

"Service", unless the context otherwise indicates or requires means service or experience as a Dental Technician before and/or after commencement of this Award in any one or more New South Wales public health organisations or any other organisation acceptable to the Ministry.

"Union" means the Health Services Union NSW.

3. Classifications

3.1 Dental Technician

- (a) Trainee Dental Technician means a person appointed as such who is undertaking the Diploma of Dental Technology conducted by NSW TAFE or an equivalent course in Dental Technology.

- (b) Dental Technician Level 1 means a person appointed as such who has successfully completed the Diploma of Dental Technology conducted by NSW TAFE or an equivalent course in Dental Technology.
- (c) Dental Technician Level 2 means a dental technician who fulfils the following criteria:
- (i) having at least 3 years' experience as a registered dental technician; and
 - (ii)
 - (a) successful completion of the first year of the Dental Prosthetics course conducted by NSW TAFE; or
 - (b) having qualifications deemed by the Ministry to be equivalent to the first year of the Dental Prosthetics course; and
 - (iii) demonstrating skills in excess of those required of a Dental Technician Grade 1; and
 - (iv) being proficient in, and spending the major part of their time engaged in, one or more of the following areas of work:
 - orthodontic appliances;
 - cast metal denture techniques;
 - crown and bridge;
 - osseo-integrated implant technology;
 - maxillo facial and complicated prosthetics, including over-dentures, oburators, precision attachments and magnets, occlusal splints, complete and partial dentures requiring complicated (that is crossbite, class II and class III jaw relationship) tooth arrangements in balanced occlusion.
- (d) Dental Technician Level 3 means a dental technician who fulfils the following criteria:
- (i) having at least 6 years' experience as a registered dental technician and maintains relevant registration; and
 - (ii) successfully completed qualifications deemed by the Employer to be equivalent to the Advance Diploma of Dental Prosthetics (these may include qualifications in ceramics, orthodontics, implants, crowns etc.). Equivalency is to be assessed based upon the hours of study undertaken and the complexity of the course work; and
 - (iii) show a high level of competency in the exercise of all the skills of the recognised training in accordance with the position requirements.
- (e) Senior Dental Technician Level 4 means a dental technician appointed to such a position and who undertakes the following duties/or role:
- (i) meets all the requirements of a Dental Technician Level 3; and
 - (ii) manages a section/unit, which includes the responsibility of supervising the work and activities of other dental technicians/prosthetists.
- (f) Specialised Dental Technician Level 5 means a dental technician appointed to such a position and who undertakes most of the following duties/ role:

- (i) master or highly skilled technician with technical skills and proficiency above that which would be expected of a fully proficient level 3;
- (ii) specialist in an area of their profession and relied on for advice in this field;
- (iii) undertakes complex independent scientific, technical or specialist work and analysis;
- (iv) contributes to the development of standards relating to the sector, program or profession;
- (v) develops technical or professional standards for the organisation;
- (vi) provides professional leadership, education and development of staff in area of professional expertise;
- (vii) routinely advises senior levels of the organisation on technical issues and solutions within a functional area; and
- (viii) manages complex and significant state-wide, in-house services provided by dental technicians. (Such services provided on a Local Health District(s)-wide basis would be managed by a technician at level 4.)

3.2 Dental Prosthetist

- (a) Dental Prosthetist Level 1 means a dental prosthetist who fulfils the following criteria:
 - (i) having at least 6 years' experience as a registered dental technician;
 - (ii) having successfully completed all qualifications of the Diploma of Dental Technology and the Advanced Diploma of Dental Prosthetics;
 - (iii) possesses and maintains relevant registration; and
 - (iv) shows a high level of competency in the exercise of all the skills of the recognised training in accordance with the position requirements.
- (b) Senior Dental Prosthetist Level 2 means a dental prosthetist appointed to such a position who has developed specialised skills through additional study or the development of specialised skills/techniques and who undertakes the following duties:
 - (i) meets all the requirements of a Dental Prosthetist Level 1; and
 - (ii) has a specialised area of practice such as dealing with special needs patients or trauma patients with complex prosthetics requirements; and
 - (iii) may manage a section/unit, which includes the responsibility of supervising the work and activities of other dental technicians/prosthetists.
- (c) Specialised Dental Prosthetist Level 3 - means a prosthetist appointed to such a position and who undertakes most of the following duties/ role:
 - (i) master or highly skilled prosthetist with technical skills and proficiency above that which would be expected of a fully proficient level 2 ;
 - (ii) specialist in an area of their profession and relied on for advice in this field;
 - (iii) undertakes complex independent scientific, technical or specialist work and analysis;
 - (iv) contributes to the development of standards relating to the sector, program or profession;

- (v) develops technical or professional standards for the organisation;
- (vi) provides professional leadership, education and development of staff in area of professional expertise;
- (vii) routinely advises senior levels of the organisation on technical issues and solutions within a functional area; and
- (viii) manages complex and significant state-wide, in-house services provided by dental prosthetists (such services provided on an Area-wide basis would be managed by a prosthetist at level 2.)

4. Transition Arrangements

- (a) Existing dental technicians will have their current duties and qualifications assessed against the classification descriptors provided in clause 3, in order to appropriately transfer employees into the dental prosthetist classification structure. There will be no reduction to employees' rates of pay arising from this transition and existing incremental dates will be maintained.
- (b) Dental technicians who obtained prosthetist qualifications under the previous award provisions will have their qualifications recognised and, if appropriate, their current grade as a dental technician maintained. However employees who have not yet commenced nor completed the prosthetist qualification will no longer have this qualification recognised for progression to level 2 or beyond in the technicians stream of the classification structure. Employees who have partially completed this qualification can only rely upon the qualification to progress as a prosthetist, not as a technician.
- (c) Progression to level 3 in the technicians' structure, and to level 1 in the prosthetist structure, will require completion of relevant qualifications, the exercise of the relevant skills and the possession of any relevant license or registration.
- (d) The parties will work together to identify suitable qualifications for progression in the dental technician classification structure.
- (e) The award classification of Deputy Chief Dental Technician has been deleted but this classification and salary will be maintained for the current occupant.

5. Previous Industry Service

Previous industry service shall be taken into account in determining the commencing salary of an employee to be paid in accordance with rates set in the Health Professional and Medical Salaries (State) Award.

6. Salaries and Allowances

Full time Dental Prosthetist and Dental Technician employees shall be paid the salaries and allowances as set out in the Health Professional and Medical Salaries (State) Award 2018, as varied or replaced from time to time.

7. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2018, as varied or replaced from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award 2018, as varied or replaced from time to time, shall also apply to all relevant employees.

8. Grading and Classification of Officers

Nothing in Clause 3 - Classifications, or Clause 5 - Previous Industry Service, shall affect the right of the Union to apply to the Industrial Commission of New South Wales for the settlement of any dispute arising from the grading of an employee under this award.

9. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

10. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2019 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Dental Prosthetists and Dental Technicians (State) Award 2018 as published 2 August 2019 (384 I.G. 817) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittees.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' ORAL HEALTH THERAPISTS (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 205797 of 2019)

Before Chief Commissioner Kite

10 July 2019

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classification Structure
4.	Transition Arrangements
5.	Anti-Discrimination
6.	Salaries
7.	Conditions of Employment
8.	Dispute Resolution
9.	No Extra Claims
10.	Area, Incidence and Duration

2. Definitions

"Dental Clinic" means any dental clinic whether fixed or mobile or any Oral Health Training School.

"Dental Therapist" means a person appointed as such and who possesses an approved qualification of proficiency in theory and technique in preventative and operative dental care of children. A dental therapist must hold the relevant registration from the Dental Board of Australia.

"Dental Hygienist" means a person appointed as such and who possesses an approved qualification of proficiency in theory and technique in dental hygiene. A dental hygienist must hold the relevant registration from the Dental Board of Australia.

"Ministry" means the Ministry of Health.

"Oral Health Therapist" means a person appointed as such and who holds the relevant registration from the Dental Board of Australia as an oral health therapist or both the registrations of dental therapist and dental hygienist.

"Service" unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this Award in any one or more New South Wales public health organisations or any other organisations deemed acceptable by the Ministry of Health.

"Union" means the Health Services Union NSW.

3. Classification Structure

3.1 Level 1

- (a) Oral Health therapists who hold an approved qualification requiring less than three years of full time study shall commence on the level 1, Year 1 salary. Single registered dental therapist and dental hygienists also commence on this rate. Single registered dental therapist and dental hygienists have limited progression entitlements as described in the Clause 4 Transition Arrangements.
- (b) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Ministry of Health, requiring three years of full time study shall commence on the level 1, year 2 salary.
- (c) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Ministry of Health, requiring four years or more full time study shall commence on the level 1, year 3 salary.
- (d) Oral health therapists employed at level 1 are newly qualified employees. Oral health therapists at this level are beginning practitioners who are developing their skills and competencies.
- (e) Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.
- (f) Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgment commensurate with their years of experience, as experience is gained, the level of professional judgment increases and professional supervision decreases.
- (g) Level 1 staff participate in quality activities and workplace education.
- (h) After working as a health professional for 12 months, level 1 staff may be required to provide supervision to undergraduate students on observational placements and to work experience students.

3.2 Level 2

- (a) Progression to level 2 from level 1 is automatic following completion of 12 months satisfactory service at the level 1 year 4 salary step. Single registered dental therapist and dental hygienists have limited progression entitlements as described in the Clause 4, Transition Arrangements.
- (b) Level 2 oral health therapists are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at level 1.
- (c) Oral health therapists at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal professional supervision.
- (d) Positions at this level are required to exercise independent professional judgement on routine matters. They may require professional supervision from more senior staff members when performing novel, complex or critical tasks.
- (e) Level 2 staff may be required to supervise level 1 oral health therapists and technical and support staff as required.
- (f) Level 2 oral health therapists may be required to teach and supervise undergraduate students, including those on clinical placements.
- (g) Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

- (h) Sole Practitioner Allowance
- (i) The sole practitioner allowance is payable to positions at level 1 or level 2 where they:
are the only oral health practitioner at the site; and

are required to exercise independent professional judgement on a day to day basis without ready access to another like professional for informal consultation, assistance and advice; or

undertake administrative and/or managerial responsibilities that would otherwise not be expected of a level 1 or level 2 position.
- (j) The allowance paid to sole practitioners at levels 1 and 2 is equal to the difference between the maximum level 2 salary and the minimum level 3 salary.

3.3 Levels 3 and 4

- (a) Creation of positions at levels 3 and above will be on a needs basis as determined by the employer.
- (b) Positions at Levels 3 and 4 may have a clinical, education or management focus or may have elements of all three features.
- (c) Oral health therapists working in positions at Levels 3 and 4 are experienced clinicians who possess expertise or a high level of broad generalist knowledge within their discipline.
- (d) Level 3 and 4 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 and 4 staff provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.
- (e) Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.
- (f) Level 3 and 4 staff have the capacity to provide clinical supervision and support to Level 1 and 2 oral health therapists, technical and support staff. Level 3 and 4 staff are involved in planning, implementing, evaluating and reporting on services. Level 3 and 4 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.
- (g) The expertise, skills and knowledge of a Level 3 or 4 oral health therapist is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and 4 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.
- (h) Level 3 and 4 staff may be required to manage specific tasks or projects. Roles that may be undertaken at Levels 3 and 4 include, but are not limited to, the following:
- (i) Senior Clinician

The employer will establish Senior Clinician positions at Level 3 or Level 4 as it deems appropriate based on the needs of the service.

Oral health therapists at Level 2 may also make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4.

(j) Senior Clinician Level 3

Level 3 Senior Clinicians are oral health therapists who, in addition to performing the full range of activities permitted under the relevant scope of practice, are recognized as having high levels of knowledge and clinical expertise in several areas of their scope of practice.

A Level 3 Senior Clinician may have an operational/supervisory role in a small facility.

(k) Senior Clinician Level 4

In addition to applying high level clinical skills as expected for a Senior Clinician, Level 4 Senior Clinicians may have the following roles:

A Level 4 Senior Clinician's expert level of knowledge and clinical practice in several areas of the scope of practice is such that they provide a consultancy service in these areas across an Area, geographic region or clinical network.

A Level 4 Senior Clinician's high level knowledge and clinical expertise across all areas of the relevant scope of practice is such that they provide a consultancy service within their discipline across an Area, geographic region or clinical network. A "generalist" Level 4 Senior Clinician would usually work in a rural or regional area.

(l) Level 4 Senior Clinicians provide advice to service managers on clinical service delivery development, practice and redesign. A Level 4 Senior Clinician will have the ability to assist and provide guidance to service managers in the development of clinical services in response to demand and client needs. Level 4 Senior Clinicians make a contribution to education activities related to their area of expertise.

(m) Student Educator - (Level 4)

A student educator is responsible for the discipline specific clinical supervision, teaching and co-ordination of educational activities for students on clinical placements within one or more health facilities. This involves liaison with education providers regarding educational outcomes of the clinical placement and student education and placement quality evaluation within an area, region, network or zone. The work may include contributing to discipline workforce research or clinical placement improvement initiatives.

A student educator may also be required to undertake research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students.

The student educator may also have a clinical load.

4. Transition Arrangements

Single registered therapists and hygienists will have limited transition to the new oral health therapists scale, until the full oral health therapist qualifications are obtained. This is due to the broader scope of work of the oral health therapist over the existing classifications.

The transition will be:

Existing Grade 1 dental therapists and dental hygienists move to the new oral health therapist scale based on years of service to a maximum of level 2 year 2. Incremental progression beyond this can only occur with registration for the full scope of work of the oral health therapist.

Existing Grade 2 and Grade 3 Therapists move to the new oral health therapist scale based on years of service to a maximum of level 2 year 4.

Existing Community Dental Health Programs Officers move to level 3 of the new oral health therapist scale based on years of service.

New positions of level 3 or level 4 will be advertised based upon the broader scope of work of the oral health therapist. If these are unable to be filled by suitably qualified applicants, consideration will be given to re-advertising the position(s) with single registration criteria.

There will be no new appointments to the classification of Community Dental Health Programs Officer or Dental Therapist Tutor. Any new appointments to the classifications of single registered dental therapist or dental hygienist will be employed against the new oral health therapist scale with the limited progression entitlements as prescribed in the transition arrangements for current employees.

5. Anti-Discrimination

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

NOTES -

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

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

6. Salaries

Full time Oral Health Therapist employees shall be paid the salaries as set out in the Health Professional and Medical Salaries (State) Award 2018, as varied or replaced from time to time.

7. Conditions of Employment

Conditions of Employment for employees shall be those prescribed in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2018, as varied or replaced from time to time, subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.

8. Dispute Resolution

The dispute resolution procedures contained in the said Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2018, as varied or replaced from time to time, shall apply.

9. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

10. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2019 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Oral Health Therapists (State) Award 2018 published 5 July 2019 (384 IG 624) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' PHARMACISTS (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 205812 of 2019)

Before Chief Commissioner Kite

10 July 2019

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

Clause No.	Subject Matter
6	Anti-Discrimination
8	Area, Incidence and Duration
2	Competency Criteria
4	Conditions of Service
1	Definitions
5	Dispute Resolution
7	No Extra Claims
3	Salaries

PART B - MONETARY RATES

Table 1 - Salaries

PART A**1. Definitions**

"Deputy Director of Pharmacy" means a pharmacist who is appointed as such to an established position and whose function is to assist the Director of Pharmacy in the administration of the Department.

"Director of Pharmacy" means a pharmacist who has been appointed as such in a pharmacy department of a hospital.

"Employer" means the Secretary of the Ministry of Health exercising the employer function on behalf of the Government of New South Wales.

"Group 1 Hospitals"

- (a) Gosford Hospital, John Hunter Hospital, St Vincent's (Darlinghurst), Royal North Shore, St George and Concord.
- (b) Westmead, Royal Prince Alfred (including Balmain and Rachel Forster), Prince Henry and Prince of Wales Group (includes Sydney Children's Hospital)

"Group 2 Hospitals" - Newcastle Mater Misericordiae, New Children's Hospital (Westmead), Liverpool, Nepean, Wollongong Hospitals, Blacktown/Mt Druitt, Bankstown/Lidcombe, Macarthur Health Service.

"Group 3 Hospitals" - Coffs Harbour, Wagga Wagga Base, Sutherland, Tamworth Base Hospital, Rozelle, Canterbury, Lismore, Ryde, Hornsby, Fairfield, Dubbo Base.

"Group 4 Hospitals" - Manly, Auburn, Balmain, Sydney, Royal Newcastle, Albury, Wyong, Blue Mountains/Katoomba, Griffith Base, Orange, Bathurst Base, Shellharbour, Shoalhaven, Gladesville/Macquarie, Armidale, Tweed Heads/Murwillumbah,

"Group 5 Hospitals" - Belmont, Cessnock, Maitland, Kurri Kurri, Muswellbrook, Neringah, Royal Ryde Rehabilitation, Royal South Sydney, War Memorial Waverley, Bowral, Cootamundra, Manning River Base, Kempsey, Wauchope, Young, Goulburn Base Hospital, Bulli, Casino, Kyogle, Grafton, Mona Vale, Cowra, Royal Hospital for Women, Parkes/Forbes, Lithgow, Condobolin, Inverell, Moree/Narrabri, Glen Innes.

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

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

"Pharmacist" means a person who is registered as a practicing pharmacist with the Pharmacy Board of Australia.

A Pharmacist who has after registration not less than three years' experience in hospital pharmacy and can demonstrate competency in at least one of the essential competency criteria and 3 other competency criteria will be classified as a Pharmacist Grade 2.

Provided that Pharmacists paid at the eight year of service rate immediately prior to transfer to this structure shall not be eligible for incremental progression unless they meet the criteria for appointment to Grade 2.

"Pharmacist Grade 3" means a Pharmacist who is responsible to the Director of Pharmacy or Deputy Director of Pharmacy for the management and efficient performance of a specific unit or function of the hospital's pharmacy Department. Such appointment shall only be made where the hospital employs at least 5 Pharmacists or a Director of Pharmacy Group 5 Hospitals and Deputy Director of Pharmacy Group 3 Hospitals

"Pharmacist Grade 4" Director of Pharmacy Group 4 Hospitals and Deputy Director of Pharmacy Group 2 Hospitals.

"Pharmacist Grade 5" Director of Pharmacy Group 3 Hospitals and Deputy Director of Pharmacy Group 1 Hospitals.

"Pharmacist Grade 6" Director of Pharmacy Group 2 Hospitals.

"Pharmacist Grade 7" Director of Pharmacy Group 1 Hospitals.

"Union" means the Health Services Union NSW.

2. Competency Criteria

Essential:

- (i) Postgraduate qualifications in either Diploma of Hospital Pharmacy, Diploma of Clinical Pharmacy or any other relevant postgraduate qualifications and a minimum of 6 months experience in the relevant specialty. Relevant areas of specialty practice may include but should not be limited to: Liaison Pharmacy, Clinical Trials, Research and/or Project Coordinator, Information Technology, Oncology, Nutritional Support, Paediatrics, Critical Care; or
- (ii) In the case of a Pharmacist who does not hold a post graduate qualification and has had, after registration, not less than 3 years' experience in hospital pharmacy including not less than 12 months, experience in the relevant specialty acceptable to the employer; or
- (iii) Be able to demonstrate a higher level of performance in clinical pharmacy practices as defined by at least meeting the standards in the document published by Society of Hospital Pharmacists of Australia

in 1996 to the satisfaction of the Director of Pharmacy and equivalent Director of Pharmacy from another Health Service and if necessary, another Pharmacist nominated by the employer.

Other:

- (a) An ability to demonstrate a record of participation in teaching programs with other Pharmacists and/or University students, community health, nursing staff or other health care providers.
- (b) Demonstrated ability to supervise other Pharmacy staff and be responsible for the supervision of other Pharmacists.
- (c) A record of significant contribution to quality assurance activities (e.g. being responsible for the implementation of maintenance of a quality assurance program)
- (d) Participation in institutional committees relevant to the profession such as drug, nursing/pharmacy, infection control or quality assurance committees.
- (e) Display judgment and demonstrate initiative and independence in problem solving.
- (f) Be able to demonstrate active participation in research, presentation and publication of research results in peer review journals

3. Salaries

Full-time Pharmacist employees shall be paid the salaries as set out in Table 1 of Part B - Monetary Rates of this Award.

4. Conditions of Employment

The Health Employees Conditions of Employment (State) Award 2018, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award 2018, as varied or replaced from time to time, shall also apply to relevant employees.

5. Dispute Resolution

The dispute resolution procedure contained in the Health Employees Conditions of Employment (State) Award 2018, as varied or replaced from time to time, shall apply.

6. Anti-Discrimination

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

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

NOTES -

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

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

7. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2019 and shall remain in force for a period of one year. The rates and allowances in the second column of the Tables of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2019.
- (ii) This Award rescinds and replaces the Health Employees' Pharmacists (State) Award 2018 published 31 May 2019 (384 IG 443) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

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

Classification	Rate from 01/07/2019 Per week \$	Rate from ffppoa 01/07/2019 Per week \$
Graduate Pharmacist Unregistered		
Graduate Pharmacist Unregistered	1,246.81	1,277.98
Pharmacist		
Grade 1		
1st Year	1,323.68	1,356.78
2nd Year	1,414.29	1,449.66

3rd Year	1,511.86	1,549.67
4th Year	1,686.53	1,728.70
5th Year	1,740.96	1,784.48
Grade 2		
1st Year	1,872.78	1,919.60
2nd Year	1,935.29	1,983.68
3rd Year	1,989.22	2,038.96
Grade 3		
Senior Pharmacist		
Director of Pharmacy - Group 5 Hospital		
Deputy Director of Pharmacy - Group 3 Hospital		
1st Year	2,207.13	2,262.31
2nd Year	2,268.53	2,325.25
Grade 4		
Director of Pharmacy - Group 4 Hospital		
Deputy Director of Pharmacy - Group 2 Hospital		
1st Year	2,268.53	2,325.25
2nd Year	2,345.50	2,404.14
Grade 5		
Director of Pharmacy - Group 3 Hospital		
Deputy Director of Pharmacy - Group 1 Hospital		
1st Year	2,416.85	2,477.27
2nd Year	2,477.62	2,539.57
Grade 6		
Director of Pharmacy - Group 2 Hospital		
1st Year	2,654.44	2,720.80
2nd Year	2,720.65	2,788.68
Grade 7		
Director of Pharmacy - Group 1 Hospital		
Group A - 1st Year	2,860.46	2,931.98
Group A - 2nd Year	2,929.86	3,003.11
Group B - 1st Year	2,998.33	3,073.30
Group B - 2nd Year	3,067.52	3,144.21

Table 2 - Allowances

Allowance Description	Rate from 01/07/2019 Per week \$	Rate from ffppoa 01/07/2019 Per week \$
Fellowship Allowance (Pharmacists)	42.50	43.56

P. M. KITE, *Chief Commissioner*

INSURANCE AND CARE NSW AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Insurance and Care NSW (icare).

(Case No. 200916 of 2019)

Before Chief Commissioner Kite

5 July 2019

AWARD

The conditions of employment contained in Part A of this Award apply to all staff members.

The conditions of employment contained in Part B of this Award apply to all employees except those designated as Departmental Professional Officers.

The conditions of employment contained in Part C of this Award apply only to Departmental Professional Officers.

PART A - CONDITIONS OF EMPLOYMENT**SECTION 1 - FRAMEWORK****1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties to the Award
5.	Coverage
6.	Statement of Intent
7.	Work Environment
8.	Grievance and Dispute Settling Procedures
9.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

SECTION 2 - ATTENDANCE/HOURS OF WORK

10.	Local Arrangements
11.	Working Hours
12.	Calculation of Service
13.	Casual Employment
14.	Part-Time Employment
15.	Morning and Afternoon Breaks
16.	Meal Breaks
17.	Lactation Breaks
18.	Variation of Hours
19.	Natural Emergencies and Major Transport Disruptions
20.	Notification of Absence from Duty
21.	Public Holidays
22.	Standard Working Hours
23.	Flexible Working Hours
24.	Non-Compliance
25.	Flexible Work Practices

SECTION 3 - TRAVEL ARRANGEMENTS

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

SECTION 4 - ALLOWANCES AND OTHER MATTERS

34. Allowance Payable for Use of Private Motor Vehicle
35. Damage to Private Motor Vehicle Used for Work
36. Overseas Travel
37. Exchanges
38. Room at Home Used as Office
39. Uniforms, Protective Clothing and Laundry Allowance
40. Compensation for Damage to or Loss of Staff Member's Personal Property
41. Community Language Allowance Scheme (CLAS)
42. First Aid Allowance
43. Review of Allowances Payable in Terms of This Award

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

44. Trade Union Activities Regarded as On Duty
45. Trade Union Activities Regarded as Special Leave
46. Trade Union Training Courses
47. Conditions Applying to On Loan Arrangements
48. Period of Notice for Trade Union Activities
49. Access to Facilities by Trade Union Delegates
50. Responsibilities of the Trade Union Delegate
51. Responsibilities of the Trade Union
52. Responsibilities of Workplace Management
53. Right of Entry Provisions
54. Travelling and Other Costs of Trade Union Delegates
55. Industrial Action
56. Consultation and Technological Change
57. Deduction of Trade Union Membership Fees

SECTION 6 - LEAVE

58. Leave - General Provisions
59. Absence from Work
60. Applying for Leave
61. Extended Leave
62. Family and Community Service Leave
63. Leave Without Pay
64. Military Leave
65. Observance of Essential Religious or Cultural Obligations
66. Parental Leave
67. Purchased Leave
68. Recreation Leave
69. Annual Leave Loading

70. Sick Leave
71. Sick Leave - Requirements for Evidence of Illness
72. Sick Leave to Care for a Family Member
73. Sick Leave - Workers Compensation
74. Sick Leave - Claims Other Than Workers Compensation
75. Special Leave
76. Leave for Matters Arising from Domestic Violence

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

77. Staff Development and Training Activities
78. Study Assistance

SECTION 8 - SHIFT WORK AND OVERTIME

79. Shift Work
80. Overtime - General
81. Overtime Worked by Shift Workers
82. Overtime Worked by Day Workers
83. Recall to Duty
84. On-Call (Stand-By) and On-Call Allowance
85. Overtime Meal Breaks
86. Overtime Meal Allowances
87. Rate of Payment for Overtime
88. Payment for Overtime or Leave in Lieu
89. Calculation of Overtime
90. Provision of Transport in Conjunction with Working of Overtime

SECTION 9 - MISCELLANEOUS

91. Anti-Discrimination
92. Area, Incidence and Duration
93. No extra claims

PART B - ADMINISTRATIVE AND CLERICAL OFFICERS

1. Salaries - Administrative and Clerical Officers
2. Promotion - Administrative and Clerical Officers

PART C - DEPARTMENTAL PROFESSIONAL OFFICERS

1. Salaries - Departmental Professional Officers
2. Increments - Departmental Professional Officers
3. Calculation of Service

PART D - MONETARY RATES

- Table 1 - Salary Grade Structure
Table 2 - Departmental Professional Officers Salary Grade Structure
Table 3 - Allowances

PART A

ALL STAFF MEMBERS

2. Title

This Award shall be known as the Insurance and Care NSW Award 2017.

3. Definitions

- 3.1 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.
- 3.2 Appropriate People Leader means the roles within ICARE accountable and with relevant delegations of authority for people leadership.
- 3.3 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.4 At the convenience of means the operational requirements permit the 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.
- 3.5 Award means an award as defined in the *Industrial Relations Act 1996*.
- 3.6 Birth means the birth of a child and includes stillbirth.
- 3.7 Board means the Board of Insurance and Care NSW.
- 3.8 Capital City means the area set out as the area for the Sydney Telephone District Directory in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.
- 3.9 Casual Employee means an employee engaged and paid as such having regard to the objective characterisation of the engagement and in the same terms as Part 4 Division 5 43 (4) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.
- 3.10 CEO&MD means the Chief Executive Officer and Managing Director of Insurance and Care NSW or a person authorised by the Chief Executive Officer and Managing Director to act in this capacity.
- 3.11 Chief Human Resources Officer means the Group Leadership Team (GLT) role accountable for ICARE's Human Resource leadership.
- 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 ordinary hours worked in 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 relevant legacy Flexible Working Hours Agreement 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 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.

- 3.16 Departmental Professional Officer means an officer who has a degree of a recognised University requiring a minimum of three years full-time study or an officer deemed by the Chief Human Resources Officer to hold equivalent qualifications.
- 3.17 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 3.18 Executive is an employee employed in an executive position consistent with section 16 of the *State Insurance and Care Governance Act 2015*, who by virtue of this section is excluded from the provisions of this Award.
- 3.19 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.
- 3.20 Extended leave means extended (long service) leave to which a staff member is entitled under clause 61 of this Award.
- 3.21 Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.
- 3.22 Flexible working hours debit means the contract hours not worked by 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.
- 3.23 Flexible working hours scheme means the scheme outlined in clause 23 Flexible Working Hours of this Award which enables staff members, subject to operational requirements, to select their starting and finishing times.
- 3.24 Flex leave means a period of leave available to be taken by a staff member as specified in subclause 23.17 of Flexible Working Hours of this Award.
- 3.25 Full day means the standard full-time contract hours for the day, i.e. seven hours.
- 3.26 Full pay or half pay means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.
- 3.27 Full-time contract hours means the standard weekly hours, that is, 35 hours per week.
- 3.28 Full-time position means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.
- 3.29 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.
- 3.30 Group Executive means the CEO&MD and his direct leadership reports who hold Group Executive or equivalent leadership roles
- 3.31 Half day means half the standard contract hours for the day.
- 3.32 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.
- 3.33 ICARE means Insurance and Care NSW as established pursuant to the *State Insurance and Care Governance Act 2015*.
- 3.34 Industrial action means industrial action as defined in the *Industrial Relations Act 1996*.

- 3.35 Local Arrangement means an agreement reached at the organisational level between the Chief Human Resources Officer and the Association in terms of clause 10, Local Arrangements of this Award.
- 3.36 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.
- 3.37 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 the Flexible Working Hours Agreement, the hours of duty the appropriate People Leader requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.
- 3.38 Normal work means, for the purposes of subclause 8.10 of clause 8, Grievance and Dispute Settling Procedures of this Award, the work carried out in accordance with the staff member's role description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.
- 3.39 Official overseas travel means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.
- 3.40 On duty means the time required to be worked for ICARE. For the purposes of clause 43, Trade Union Activities Regarded as On Duty of this Award, on duty means the time off with pay given by ICARE 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.
- 3.41 On loan means an arrangement between Insurance and Care NSW 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 Insurance and Care NSW for the staff member's salary and associated on-costs.
- 3.42 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.
- 3.43 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification set out in Part D, Monetary Rates of this Award and calculated using the formula set out in clause 13, Casual Employment of this Award.
- 3.44 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the appropriate People Leader, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty.
- 3.45 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.
- 3.46 Part-time hours means hours which are less than the hours which constitute full-time work under this Award.
- 3.47 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.48 Part-time staff member means a staff member whose ordinary hours of duty are specified as part-time in a written agreement between ICARE and the employee.

- 3.49 People Leader means the team leader or manager of the area in which a staff member is employed or any other staff member authorised by the Group Executive to fulfil the role of a team leader or manager, other than a person engaged as a consultant or contractor.
- 3.50 Prescribed ceasing time means, for a staff member working standard hours, the conclusion of daily standard hours for that staff member. For a staff member working flexible working hours, the prescribed ceasing time means the conclusion of bandwidth of the scheme applying to that staff member.
- 3.51 Prescribed starting time means, for a staff member not working under a flexible working hours arrangement, the commencement of standard daily hours of that staff member. For a staff member working under a flexible working hours arrangement, the prescribed starting time means the commencement of bandwidth of the scheme applying to that staff member.
- 3.52 Public holiday means a day proclaimed under the *Public Holidays Act 2010*, as a public holiday.
- 3.53 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.
- 3.54 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.
- 3.55 Residence, in relation to a staff member an employee, means the ordinary and permanent place of abode of the staff member.
- 3.56 Secondment means an arrangement agreed to by the Chief Human Resources Officer, the staff member and another Government Sector Agency, a public sector organisation or a private sector organisation which enables the staff member employee to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment. Secondments are also to comply with Part 5 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 appropriate People Leader.
- 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 Staff member means an on-going, temporary or casual employee employed under the *State Insurance and Care Governance Act 2015* (SICG Act) and includes both full-time and part-time staff except those employees employed in 'executive positions' as defined in section 16 of the SICG Act. For the purposes of maternity leave, as set out in clause 66, Parental Leave of this Award, staff member means a female staff member.
- 3.60 Standard hours are set and regular hours of operation as determined by the Chief Human Resources Officer in accordance with any direction from the Industrial Relations Commission of NSW. 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.
- 3.61 Standby means an instruction given by the appropriate People Leader to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
- 3.62 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 Group Executive, if the activities to be undertaken are considered to be of relevance or value to Insurance and Care NSW.

- 3.63 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 Insurance and Care NSW.
- 3.64 Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from the employee's normal place of work.
- 3.65 Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.
- 3.66 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.
- 3.67 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.
- 3.68 Workplace means the whole of the organisation or, as the case may be, a Function, Business Line or Team in which the staff member is employed.
- 3.69 Workplace management means the appropriate People Leader, or any other person authorised by the Group Executive to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of ICARE or part of the organisation.

4. Parties to the Award

The parties to this Award are:

Insurance and Care NSW; and

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

5. Coverage

The provisions of this Award shall apply to permanent, temporary and casual employees (as specified in this Award) as defined in the *State Insurance and Care Governance Act 2015* (SICG Act). This Award shall not apply to Executives as defined within section 16 of the SICG Act or any employee remunerated at a level greater than the maximum of Grade 12 of the Salary Grade scale as detailed in Part D - Monetary Rates of this Award.

If, during the currency of this Award, the Crown Employees' (Public Service Conditions of Employment) Reviewed Award 2009 (the Conditions Award) is varied, or any existing Public Sector Determination which operated as at the effective date of this Award, the variation will be discussed at a meeting between the Association and the Chief Human Resources Officer of ICARE, which shall occur within 21 days of either party informing the other of the approval of the variation to the Conditions Award by the Industrial Relations Commission of NSW. The presumption will be that this Award will be varied to reflect the variation to the Conditions Award unless it is not relevant to ICARE. The meeting between the Association and the Chief Human Resources Officer will determine the appropriateness and wording of any variation. The onus will be on ICARE to justify or prove that the proposed variation is not relevant to ICARE.

6. Statement of Intent

This Award contains salaries, allowances and conditions of employment of employees employed by ICARE. The Award supports and encourages consultative processes, to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that any excess hours, accumulated as a result of ICARE's work requirements, are not forfeited.

7. Work Environment

- 7.1 The parties to this Award are committed to providing and maintaining a work environment that complies with all relevant Work Health and Safety and Workers Compensation and Injury Management legislation.
- 7.2 Equality in employment - ICARE is committed to the achievement of equality in employment and the Award has been drafted to reflect this commitment.
- 7.3 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*. All employees are required to refrain from, or being party to, any form of harassment in the workplace.

8. Grievance and Dispute Settling Procedures

- 8.1 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 ICARE, if required.
- 8.2 A staff member is required to notify in writing their People Leader, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 8.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Group Executive or delegate.
- 8.4 The People Leader, 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.
- 8.5 If the matter remains unresolved with the People Leader, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This People Leader 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 relevant Group Executive.
- 8.6 If the matter remains unresolved, the Chief Human Resources Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 8.7 A staff member, at any stage, may request to be represented by the Association.
- 8.8 The staff member, or the Association on their behalf, or the CEO&MD may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 8.9 The staff member, Association and the CEO&MD shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- 8.10 Whilst the procedures outlined in subclauses 8.1 to 8.10 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.

9. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 9.1 The entitlement to salary package in accordance with this clause is available to:
- 9.1.1 ongoing full-time and part-time staff members; and
 - 9.1.2 temporary staff members, subject to ICARE's convenience; and
 - 9.1.3 casual employees, subject to ICARE's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 9.7.
- 9.2 For the purposes of this clause:
- 9.2.1 "salary" means the salary or rate of pay prescribed for the staff member's Salary Grade by Part D of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - 9.2.2 "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.
- 9.3 By mutual agreement with the Chief Human Resources Officer, a staff member may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 9.3.1 a benefit or benefits selected from those approved by the Chief Human Resources Officer; and
 - 9.3.2 an amount equal to the difference between the staff member's salary, and the amount specified by the Chief Human Resources Officer for the benefit provided to or in respect of the staff member in accordance with such agreement.
- 9.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 9.5 The agreement shall be known as a Salary Packaging Agreement.
- 9.6 Except in accordance with subclause 9.7, 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 Chief Human Resources Officer at the time of signing the Salary Packaging Agreement.
- 9.7 Where a staff member makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the staff member may elect to have the amount sacrificed:
- 9.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - 9.7.2 where ICARE is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 9.7.3 subject to ICARE's agreement, paid into another complying superannuation fund.
- 9.8 Where the staff member makes an election to salary sacrifice, ICARE shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 9.9 Where the staff member makes an election to salary package and where the staff member is a member of a superannuation scheme established under the:
- 9.9.1 *Police Regulation (Superannuation) Act 1906*;

- 9.9.2 *Superannuation Act 1916;*
- 9.9.3 *State Authorities Superannuation Act 1987; or*
- 9.9.4 *State Authorities Non-contributory Superannuation Act 1987,*

ICARE must ensure that the staff member'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.

- 9.10 Where the staff member makes an election to salary package, and where the staff member is a member of a superannuation fund other than a fund established under legislation listed in subclause 9.9 of this clause, ICARE 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 ICARE may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 9.11 Where the staff member makes an election to salary package:
 - 9.11.1 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
 - 9.11.2 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 staff member is entitled under this Award, Act or statute which is expressed to be determined by reference to the staff member's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the staff member under Part D of this Award if the Salary Packaging Agreement had not been entered into.
- 9.12 The Chief Human Resources Officer may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 9.13 The Chief Human Resources Officer 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.

SECTION 2 - ATTENDANCE/HOURS OF WORK

10. Local Arrangements

- 10.1 Local arrangements may be negotiated between the Chief Human Resources Officer and the Association in respect of the whole of ICARE or part of ICARE in relation to any matter contained in this Award.
- 10.2 All local arrangements negotiated between the Chief Human Resources Officer and the Association must:
 - 10.2.1 be approved by the CEO&MD; and
 - 10.2.2 be approved in writing by the General Secretary of the Association; and
 - 10.2.3 be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument; and
 - 10.2.4 include a clause allowing either party to terminate the arrangement by giving 12 months' notice.

- 10.3 Subject to the provisions of subclause 10.2 of this clause, nothing in this clause shall prevent the negotiation of a Flexible Working Hours Agreement between ICARE and the Association in respect of the provisions contained in clause 25, Flexible Work Practices of this Award, where the conditions of employment of any group are such that the application of the standard flexitime provisions would not be practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 23, Flexible Working Hours of this Award shall apply.
- 10.4 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.
- 10.5 Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorised by their People Leader, 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 People Leader, access to flex leave is still available.

11. Working Hours

- 11.1 The working hours of staff and the manner of their recording, shall be as determined from time to time by the appropriate People Leader in accordance with any direction of the Chief Human Resources Officer. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this Award.
- 11.2 The People Leader in charge of a Business Line or Team will be responsible to the Group Executive for the proper observance of hours of work and for the proper recording of such attendance.
- 11.3 The appropriate People Leader may require a staff member to perform duty beyond the hours determined under subclause 11.1 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:
- 11.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 11.3.2 any risk to staff member's health and safety,
 - 11.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - 11.3.4 the notice (if any) given by the appropriate People Leader regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - 11.3.5 any other relevant matter.
- 11.4 The application of hours of work is subject to the provisions of this clause.
- 11.5 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- 11.6 The appropriate People Leader shall ensure that all staff members employed in ICARE are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

12. Calculation of Service

- 12.1 In calculating years of service for staff members the following aggregate periods of leave without pay shall not be taken into account:

12.1.1 Recreation Leave - Leave Without Pay which in any one period, exceeds 5 working days in any period of 12 months

12.1.2 Sick Leave - Leave Without Pay of 21 days or more

12.1.3 Increments - Leave Without Pay of 5 days or more, in any one period, defers the increment date

13. Casual Employment

13.1 Hours of Work

13.1.1 A casual employee is engaged and paid on an hourly basis.

13.1.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.

13.1.3 A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under a local agreement negotiated under clause 10 of this Award, covering the particular class of work, or are required by the usual work pattern of the position.

13.2 Rate of Pay

13.2.1 Casual employee shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 52.17857 divided by the ordinary weekly hours of the classification.

13.2.2 Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:

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

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

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

13.2.4 The loadings specified in paragraph 13.2.2 of this subclause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

13.3 Overtime

13.3.1 Casual employees shall be paid overtime for work performed:

- (a) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under local agreement negotiated under clause 10 of this Award, covering the particular class of work, or are required by the usual work pattern of the position; or
- (b) Outside the bandwidth application to the particular class of work; or
- (c) In excess of the daily roster pattern applicable for the particular class of work; or
- (d) In excess of the standard weekly roster of hours for the particular class of work; or
- (e) In accordance with a local arrangement negotiated under clause 10 of this Award.

13.3.2 Overtime rates will be paid in accordance with the rates set in clause 82, Overtime Worked by Day Workers of this Award.

13.3.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 13.2.2.

13.3.4 The loading in lieu of annual leave as set out in paragraph 13.2.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

13.4 Leave

13.4.1 Other than as described under subclauses 13.4, 13.5 and 13.6, casual employees are not entitled to any other paid or unpaid leave.

13.4.2 As set out in paragraph 13.2.3 of this clause, casual employees will be paid 1/12th in lieu of annual leave.

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

13.4.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the Industrial Relations Act.

(a) ICARE must not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act) because:

(i) the employee or employee's spouse is pregnant; or

(ii) the employee is or has been immediately absent on parental leave.

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

13.5 Personal Carers entitlement for casual employees

13.5.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 72.4.2 of Sick Leave to Care for a Family Member of this Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 13.5.4, and the notice requirements set out in paragraph 13.5.5 of this clause.

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

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

13.5.4 The casual employee shall, if required,

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

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

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

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

13.6 Bereavement entitlements for casual employees

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

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

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

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

13.7 Application of other clauses of this Award to casual employees

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

11	Working Hours
18	Variation of Hours
19	Natural Emergencies and Major Transport Disruptions
21	Public Holidays
22	Standard Working Hours
22-25	relating to Flexible Working arrangements
27	Excess Travelling Time
28	Waiting Time
38	Room at Home Used as Office
43-57	relating to Trade Union activities
53	Travelling and other costs of Trade Union Delegates
57	Leave - General Provisions
57-75	relating to the various Leave provisions
77	Study Assistance
78	Shift Work
79-80	relating to Overtime
82-83	relating to Recall to Duty, On-Call and Stand-by Arrangements
87	Payment for Overtime or Leave in Lieu
88	Compensation for Additional Hours Worked by Duty Officer, State Emergency Services.

14. Part-Time Employment

14.1 General

14.1.1 Part-time work may be undertaken with the agreement of the appropriate People Leader. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

14.1.2 A part-time staff member is to work contract hours less than full-time hours.

14.1.3 Unless otherwise specified in this 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.

14.1.4 Before commencing part-time work, the appropriate People Leader 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;

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

14.1.6 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, where such increment is available.

14.2 Additional hours

14.2.1 The appropriate People Leader 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 1/12th 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 10 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 86, 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 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:

16.1.1 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

16.1.2 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 Chief Human Resources Officer 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 People Leader provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a People Leader needs to balance the operational requirements of the organisation with the lactating needs of the staff member.

17.5 ICARE 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 People Leader 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 70, 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 appropriate People Leader is satisfied that a staff member is unable to comply with the general hours operating in ICARE because of limited transport facilities, urgent personal reasons, community or family reasons, the appropriate People Leader 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 ICARE; 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 their People Leader, or must arrange for the People Leader 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 appropriate People Leader, 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 appropriate People Leader, 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 CEO&MD (ICARE day)

21.2 A staff member required by the appropriate People Leader 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 the Flexible Working Hours Agreement, would equal the contract hours required to be worked under the Agreement. 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 appropriate People Leader. Where time off has been granted, such time shall be made up as set out in subclause 22.4.
- 22.3 Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the appropriate People Leader approves, make the time up in accordance with subclause 22.4.
- 22.4 Making up of Time - The time taken off in circumstances outlined in subclauses 22.2 and 22.3 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 appropriate People Leader.

23. Flexible Working Hours

- 23.1 The parties to this Award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a flexible working hours agreement.
- 23.2 Unless local arrangements have been negotiated as provided in clause 10, Local Arrangements of this Award, and consistent with subclause 23.1, a flexible working hours scheme in terms of this subclause may operate, subject to operational requirements, as determined by the appropriate People Leader.
- 23.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in ICARE, shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses 23.11, 23.13 and 23.16, all other provisions under this subclause shall be applied pro rata to a staff member working under a part time work arrangement.
- 23.4 Exclusions - Flexible working hours shall not apply to staff members who work:
- 23.4.1 permanent standard hours; or
 - 23.4.2 according to a shift roster.
- 23.5 Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- 23.6 Bandwidth - The bandwidth shall be between the hours of 7.30 a.m. and 6.00 p.m., unless a different time span has been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this Award.
- 23.7 Coretime - The coretime shall be between the hours of 9.30 a.m. and 3.30 p.m., excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this Award.
- 23.8 Lunch break - The standard lunch period shall be 1 hour. With the approval of the People Leader, the lunch period may be extended by the staff member up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the CEO&MD. Where a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this Award, the lunch break shall be taken in accordance with such local arrangement.
- 23.9 Settlement period - Unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this Award, the settlement period shall be four weeks.
- 23.9.1 For time recording purposes the settlement period and flex leave must coincide.

- 23.9.2 Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Chief Human Resources Officer may extend the affected settlement period by a further 4 weeks.
- 23.10 Contract hours - The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- 23.11 Flexible working hours credit - a staff member may carry a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of clause 10, Local Arrangements of this Award may be negotiated in respect of the carry over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.
- 23.12 Weekly hours worked during the settlement period are to be monitored by the staff member and their People Leader. If it appears that the staff member may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period may exceed 150 hours, the People Leader and staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- 23.13 Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this Award:
- 23.13.1 A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- 23.13.2 Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.
- 23.13.3 Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to another NSW government sector organisation under the mobility provisions of Part 5 of the *Government Sector Employment Act 2013*.
- 23.14 Cessation of duty - A staff member may receive payment for a flex day accrued and remaining untaken on the last day of service:
- 23.14.1 Where the staff member's services terminate without a period of notice for reasons other than misconduct; or
- 23.14.2 Where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted; or
- 23.14.3 In such other circumstances as have been negotiated between the Chief Human Resources Officer and the Association under a local arrangement in terms of clause 10, Local Arrangements of this Award; or
- 23.14.4 Prior to a staff member's last day of service the staff member and People Leader shall ensure that a staff member does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph 23.16.2.
- 23.15 Where a staff member ceases duty in ICARE in order to take up employment in another Government sector-organisation, the same provisions as apply to recreation leave under Part 3, Division 2 of the *Government Sector Employment Regulation 2014*, Cross-government sector leave arrangements shall apply to the accrued but untaken or not forfeited flex leave.

23.16 Flex leave - Subject to operational requirements:

- 23.16.1 A staff member may take off one full day or two half days in a settlement period of 4 weeks.
- 23.16.2 Where it appears a staff member may exceed a 10 hour credit, as per subclause 23.11 strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.
- 23.16.3 Flex leave may be taken on consecutive working days.
- 23.16.4 Absences on flex leave may be combined with other periods of authorised leave.
- 23.16.5 Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 10, Local Arrangements of this Award.
- 23.17 Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 59, Absence from Work of this Award.
- 23.18 Standard hours - Notwithstanding the provisions of this clause, the appropriate People Leader may direct the staff member to work standard hours and not flexible hours:
- 23.18.1 where the appropriate People Leader decides that the working of flexible hours by a staff member or members does not suit the operational requirements of ICARE, the Association shall be consulted, where appropriate; or
- 23.18.2 as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 23.19 Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of ICARE, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

24. Non-Compliance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, ICARE shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action according to Part 7, Performance Management of the Government Sector Employment Rules 2014.

25. Flexible Work Practices

Nothing in this Award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement.

SECTION 3 - TRAVEL ARRANGEMENTS**26. Travelling Compensation**

- 26.1 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 place of work shall be met by ICARE.
- 26.2 The appropriate People Leader shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- 26.3 Where available at a particular centre or location, the overnight accommodation to be occupied by 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.

- 26.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 26.5 ICARE 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.
- 26.6 Subject to subclause 26.14, a staff member who is required by the appropriate People Leader 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.
- 26.7 If meals are provided by ICARE at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
- 26.8 For the first 35 days, the payment shall be:
- 26.8.1 where ICARE elects to pay the accommodation provider the staff member shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 3 - Allowances of Part D, Monetary Rates and
 - (b) incidentals as set out in Item 3 of Table 3 - Allowances of Part D, Monetary Rates, and
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 26.8.2 where ICARE 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 3 - Allowances of Part D, 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 3 - Allowances of Part D, Monetary Rates.
- 26.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the appropriate People Leader that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 26.10 Where a staff member is unable to so satisfy the appropriate People Leader, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 26.11 After the first 35 days - If a staff member is required by the appropriate People Leader 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 3 - Allowances of Part D, Monetary Rates.
- 26.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 26.11, ICARE may make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- 26.13 The return of a staff member to their home at weekends or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

- 26.14 This clause does not apply to staff members who are on an employee-initiated secondment as outlined in Part 5 of the *Government Sector Employment Act 2013*.

27. Excess Travelling Time

- 27.1 Excess Travelling Time - A staff member directed by the appropriate People Leader to travel on official business outside the usual hours of duty to perform work at a location other than normal headquarters will, at the appropriate People Leader's discretion, be compensated for such time either by:

27.1.1 Payment calculated in accordance with the provisions contained in this clause; or

27.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.

- 27.2 Compensation under paragraphs 27.1.1 and 27.1.2 of this clause shall be subject to the following conditions:

27.2.1 On a non-working day - subject to the provisions of paragraphs 27.3.4, 27.3.5, 27.3.6 and 27.3.7, all time spent travelling on official business;

27.2.2 On a working day - subject to the provisions of subclause 27.3, all time spent travelling on official business outside the usual hours of duty, provided that the period for which compensation is being sought is more than a half an hour on any one day.

- 27.3 Compensation for excess travelling time shall exclude the following:

27.3.1 Time normally taken for the periodic journey from home to headquarters and return;

27.3.2 Any periods of excess travel of less than 30 minutes on any one day;

27.3.3 Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;

27.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.

27.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;

27.3.6 Time within the flex time bandwidth;

27.3.7 Travel overseas.

- 27.4 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:

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

- 27.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.

- 27.6 Staff members whose salary is in excess of the maximum rate for Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Grade 5 plus \$1.00 per annum, as adjusted from time to time.

- 27.7 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

28. Waiting Time

When 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 27, Excess Travelling Time of this Award

29. Meal Expenses on One-Day Journeys

29.1 A staff member who is authorised by the appropriate People Leader 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 3 of Part D Monetary Rates for: -

29.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;

29.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and

29.1.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

30. Restrictions on Payment of Travelling Allowances

30.1 An allowance under clause 26, Travelling Compensation of this Award is not payable in respect of:

30.1.1 Any period during which the 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;

30.1.2 Any period of leave, except with the approval of the appropriate People Leader or as otherwise provided by this clause; or

30.1.3 Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.

30.2 A staff member who is in receipt of an allowance under clause 26, Travelling Compensation shall be entitled to the allowance in the following circumstances:

30.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or

30.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the 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.

31. Increase or Reduction in Payment of Travelling Allowances

31.1 Where the Group Executive is satisfied that a travelling allowance is:

31.1.1 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

- 31.1.2 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.

32. Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Group Executive is prepared to accept other evidence from the staff member.

33. Travelling Distance

The need to obtain overnight accommodation shall be determined by the appropriate People Leader 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 People Leader.

SECTION 4 - ALLOWANCES AND OTHER MATTERS

34. Allowance Payable for Use of Private Motor Vehicle

- 34.1 The appropriate People Leader may authorise a staff member to use a private motor vehicle for work where:
- 34.1.1 Such use will result in greater efficiency or involve ICARE in less expense than if travel were undertaken by other means; or
- 34.1.2 Where the staff member is unable to use other means of transport due to a disability.
- 34.2 A staff member who, with the approval of the appropriate People Leader, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 4 of Table 3 of Part D 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 34.4.
- 34.3 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.
- 34.3.1 The casual rate is payable if a staff member elects, with the approval of the appropriate People Leader, 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.
- 34.3.2 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.
- 34.4 Deduction from allowance
- 34.4.1 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.
- 34.4.2 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 34.4.3.

34.4.3 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.

34.4.4 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.

34.4.5 Where a headquarters has been designated per paragraph 34.4.3 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.

34.4.6 Deductions are not to be applied in respect of days characterised as follows:

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

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

34.6 Expenses such as tolls, etc., shall be refunded to staff members where the charge was incurred during approved work related travel.

- 34.7 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 4 of Table 3 - Allowances of Part D, Monetary Rates.

35. Damage to Private Motor Vehicle Used for Work

- 35.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by ICARE, provided:
- 35.1.1 The damage is not due to gross negligence by the staff member; and
- 35.1.2 The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- 35.2 Provided the damage is not the fault of the staff member, ICARE shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
- 35.2.1 The damage was sustained on approved work activities; and
- 35.2.2 The costs cannot be met under the insurance policy due to excess clauses.

36. Overseas Travel

Unless the Group Executive determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by ICARE 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.

37. Exchanges

- 37.1 The Group Executive may arrange two way or one way exchanges with other organisations both public and private, if ICARE or the staff member will benefit from additional training and development which is intended to be used in the carrying out of ICARE's business.
- 37.2 The conditions applicable to those staff members who participate in exchanges will be determined by the Group Executive according to the individual circumstances in each case (Item 6 of Table 3 - Allowances of Part D, Monetary Rates).
- 37.3 The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 47, Conditions Applying to On Loan Arrangements of this Award apply to staff members who are loaned to the Association.

38. Room at Home Used as Office

- 38.1 Where no 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, ICARE will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 7 of Table 3 - Allowances of Part D, Monetary Rates is payable for the use of a room at home as an office.
- 38.2 Where an office exists in a particular location - Where an 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 ICARE policy. The allowance set out in subclause 38.1 shall not apply in these circumstances.
- 38.3 Requirements - Arrangements under subclauses 38.1 or 38.2 shall be subject to:
- 38.3.1 A formal agreement being reached in respect of the hours to be worked; and

38.3.2 The duties of the Person Conducting the Business or Undertaking under relevant Work Health Safety legislation to provide a safe work environment.

39. Uniforms, Protective Clothing and Laundry Allowance

- 39.1 Uniform, etc. provided by ICARE - A staff member who is required or authorised by ICARE to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by ICARE with such clothing and shall be paid an allowance at the rate specified in Item 9 of Table 3 - Allowances of Part D, Monetary Rates for laundering the uniform or protective clothing.
- 39.2 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 ICARE.
- 39.3 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.

40. Compensation for Damage to Or Loss of Staff Member's Personal Property

- 40.1 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 ICARE covering the damage to or loss of the personal property of the staff member.
- 40.2 If a claim under subclause 40.1 is rejected by the insurer, the Group Executive may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
- 40.2.1 Is due to the negligence of ICARE, another staff member, or both, in the performance of their duties; or
- 40.2.2 Is caused by a defect in a staff member's material or equipment; or
- 40.2.3 Results from a staff member's protection of or attempt to protect ICARE property from loss or damage.
- 40.3 Compensation in terms of subclause 40.2 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 Group Executive 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.
- 40.4 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.
- 40.5 Compensation for the damage sustained shall be made by ICARE 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.

41. Community Language Allowance Scheme (CLAS)

- 41.1 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:
- 41.1.1 Employed as interpreters and translators; and
- 41.1.2 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 10 of Table 3 - Allowances of Part D Monetary Rates, subject to subclauses 41.2 and 41.3 of this clause.

- 41.2 The base level of the CLAS is paid to staff members who:
- 41.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
 - 41.2.2 have passed an examination administered by Multicultural NSW, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 41.3 The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:
- 41.3.1 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 appropriate People Leader; or
 - 41.3.2 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.

42. First Aid Allowance

- 42.1 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 11 of Table 3 - Allowances of Part D, Monetary Rates.
- 42.2 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.
- 42.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to a staff member appointed as a First Aid Officer who:
- 42.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members; and
 - 42.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 42.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 42.5 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.
- 42.6 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 ICARE's needs, and the cost of retraining First Aid Officers, are to be met by ICARE.

43. Review of Allowances Payable in Terms of This Award

- 43.1 Adjustment of Allowances - Allowances contained in this Award shall be reviewed as follows:
- 43.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
 - (a) Clause 26, Travelling Compensation;
 - (b) Clause 29, Meal Expenses on One Day Journeys; and
 - (c) Clause 86, Overtime Meal Allowances.

43.1.2 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 in the Federal Budget or by the Australian Taxation Office (ATO) if not provided in the Federal Budget:

- (a) Clause 34, Allowances Payable for the Use of Private Motor Vehicle.

43.1.3 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 38, Room at Home Used as Office; and
- (b) Clause 86, Overtime Meal Allowances.

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

- (a) Clause 41, Community Language Allowance Scheme (CLAS);
- (b) Clause 42, First Aid Allowance;
- (c) Clause 84, On-Call (Stand-by) and On-Call Allowance.

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

44. Trade Union Activities Regarded as on Duty

44.1 An Association delegate will be released from the performance of normal duties 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:

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

44.1.2 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;

44.1.3 Giving evidence in court on behalf of ICARE;

44.1.4 Appearing as a witness before the Industrial Relations Commission;

44.1.5 Representing the Association at the Industrial Relations Commission as an advocate or as a Tribunal Member;

44.1.6 Presenting information on the Association and Association activities at induction sessions for new staff of ICARE; and

44.1.7 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.

45. Trade Union Activities Regarded as Special Leave

- 45.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:
- 45.1.1 Annual conferences of the Association;
 - 45.1.2 Meetings of the Association's Executive, Councils, Industry and Advisory Groups;
 - 45.1.3 Annual conference of Unions NSW and the Australian Council of Trade Unions;
 - 45.1.4 Attendance at meetings called by Unions NSW involving the Association which requires attendance of a delegate;
 - 45.1.5 Attendance at meetings called by the Board, as the employer for industrial purposes, as and when required;
 - 45.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
 - 45.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 44, 45 and 46 apply.

46. Trade Union Training Courses

- 46.1 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association will attract the grant of special leave. A maximum of 12 working days in any period of 2 years applies to this training and is subject to: -
- 46.1.1 The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - 46.1.2 Payment being at the base rate, i.e. excluding extraneous payments such as shift allowance/penalty rates, overtime, etc.;
 - 46.1.3 All travelling and associated expenses being met by the staff member or the Association;
 - 46.1.4 Attendance being confirmed in writing by the Association or a nominated training provider.

47. Conditions Applying to on Loan Arrangements

- 47.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
- 47.1.1 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.
 - 47.1.2 Briefing counsel on behalf of the Association;
 - 47.1.3 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;

- 47.1.4 Country tours undertaken by a member of the executive or Council of the Association;
- 47.1.5 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.
- 47.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association: -
- (a) ICARE will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
 - (b) ICARE 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 ICARE and the Association.
- 47.1.7 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.
- 47.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Chief Human Resources Officer in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- 47.1.9 Where the Chief Human Resources Officer and the Association cannot agree on the on loan arrangement, the matter is to be referred to the CEO&MD for determination after consultation with the Chief Human Resources Officer and the Association.

48. Period of Notice for Trade Union Activities

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

49. Access to Facilities By Trade Union Delegates

- 49.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:
- 49.1.1 Telephone, facsimile, internet and email facilities;
 - 49.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
 - 49.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

50. Responsibilities of the Trade Union Delegate

- 50.1 Responsibilities of the Association delegate are to:
- 50.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
 - 50.1.2 Participate in the workplace consultative processes, as appropriate;

- 50.1.3 Follow the dispute settling procedure applicable in the workplace;
- 50.1.4 Provide sufficient notice to the People Leader of any proposed absence on authorised Association business;
- 50.1.5 Account for all time spent on authorised Association business;
- 50.1.6 When special leave is required, to apply for special leave in advance;
- 50.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Chief Human Resources Officer and the Association; and
- 50.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

51. Responsibilities of the Trade Union

- 51.1 Responsibilities of the Association are to:
 - 51.1.1 Provide written advice to the Chief Human Resources Officer about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
 - 51.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 52.1.3 of Responsibilities of Workplace Management of this Award;
 - 51.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
 - 51.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
 - 51.1.5 Apply to the Chief Human Resources Officer well in advance of any proposed extension to the "on loan" arrangement;
 - 51.1.6 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
 - 51.1.7 Advise employer of any leave taken by the Association delegate during the on loan arrangement.

52. Responsibilities of Workplace Management

- 52.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:
 - 52.1.1 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;
 - 52.1.2 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;
 - 52.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
 - 52.1.4 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;

- 52.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 52.1.6 Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flexi leave, to apply the provisions of paragraph 52.1.5;
- 52.1.7 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;
- 52.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 52.1.9 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.

53. Right of Entry Provisions

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

54. Travelling and Other Costs of Trade Union Delegates

- 54.1 Except as specified in paragraph 52.1.3 of 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.
- 54.2 In respect of meetings called by the workplace management in terms of paragraph 52.1.3 of Responsibilities of Workplace Management of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 26, Travelling Compensation, 29, Meal Expenses on One-Day Journeys, or 30, Restrictions on Payment of Travelling Allowances of this Award.
- 54.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from ICARE, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 54.4 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 ICARE by the Association or the staff member.

55. Industrial Action

- 55.1 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 8, Grievance and Dispute Settling Procedures).
- 55.2 There will be no victimisation of staff members prior to, during or following such industrial action.

56. Consultation and Technological Change

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

57. Deduction of Trade Union Membership Fees

At the staff member's election, the Chief Human Resources Officer shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Chief Human Resources Officer and the Association in accordance with clause 10, Local Arrangements of this Award.

SECTION 6 - LEAVE

58. Leave - General Provisions

- 58.1 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 Chief Human Resources Officer and the Association in terms of clause 10, Local Arrangements of this Award.
- 58.2 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.
- 58.3 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.

59. Absence from Work

- 59.1 A staff member must not be absent from work unless reasonable cause is shown.
- 59.2 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 People Leader as soon as possible of the staff member's absence and the reason for the absence.
- 59.3 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 appropriate People Leader shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 59.4 The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 59.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

60. Applying for Leave

- 60.1 An application by a staff member for leave under this Award shall be made to and dealt with by the appropriate People Leader.
- 60.2 The appropriate People Leader shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of ICARE permit this to be done.

61. Extended Leave

- 61.1 Definition of "service"

61.1.1 For the purposes of Extended leave, service includes:

- (a) in the case of a staff member who has completed at least 10 years' service-any period of leave without pay, not exceeding 6 months, taken after 13 December 1963, and

- (b) service occurring before 24 February 2014, including service of the kind referred to in paragraph (a).

61.1.2 Subject to clauses 61.2.3 and 61.3.3 for the purpose of determining whether or not a staff member has completed at least 10 years' service, as referred to in subclause 61.1.1(a), the staff member's period of service is taken:

- (a) to include any period of leave without pay taken before 13 December 1963, and
- (b) to exclude any period of leave without pay taken after 13 December 1963.

61.2 Extended leave entitlements generally

61.2.1 After service for 7 years or more but not more than 10 years, a staff member is entitled to extended leave, proportionate to his or her length of service, calculated at the rate of:

- (a) 2 months on full pay, or
- (b) 4 months on half pay, or
- (c) one month on double pay,

for 10 years served.

61.2.2 After service for more than 10 years, a staff member is entitled to extended leave under subclause 61.2.1 in respect of the first 10 years and additional extended leave, proportionate to his or her length of service, calculated at the rate of:

- (a) 5 months on full pay, or
- (b) 10 months on half pay, or
- (c) 2.5 months on double pay,

for each 10 years served after the first 10 years.

61.2.3 For the purposes of this clause, service includes any period of leave without pay taken before 13 December 1963.

61.3 Entitlement to extended leave if employment terminated in special circumstances

61.3.1 This clause applies to a staff member with at least 5 years' service but less than 7 years' service whose services are terminated:

- (a) by the staff member for reasons of illness, incapacity or domestic or other pressing necessity, or
- (b) by ICARE for reasons other than for misconduct.

61.3.2 The staff member is entitled to:

- (a) for 5 years' service-one month's leave on full pay, and
- (b) for further service in excess of 5 years-additional leave proportionate to the staff member's length of service (up to but not including 7 years), calculated at the rate of 3 months' leave for 15 years' service.

61.3.3 For the purposes of this clause, service does not include any period of leave without pay, whether taken before, on or after 13 December 1963.

61.4 Payment of accrued leave on termination of employment

61.4.1 If a staff member has acquired a right to extended leave and his or her services are terminated, the staff member may not take the extended leave but is instead to be paid the money value of the extended leave.

61.4.2 Any pension to which any such staff member is entitled under the *Superannuation Act 1916* commences from and including the date on which the staff members' extended leave, if taken, would have commenced.

61.5 Leave to be paid out to dependants in cases of death

61.5.1 If a staff member has acquired a right to extended leave and dies before starting it, or after starting it dies before completing it:

- (a) the staff member's spouse, or
- (b) if there is no such spouse, the staff member's children, or
- (c) if there is no such spouse or child, the person who, in the opinion of the Chief Human Resources Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

is entitled to receive the money value of the extended leave not taken or not completed.

61.5.2 If a staff member with at least 5 years' service but less than 7 years' service dies:

- (a) the staff member's spouse, or
- (b) if there is no such spouse, the staff member's children, or
- (c) if there is no such spouse or child, the person who, in the opinion of the Chief Human Resources Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

is entitled to receive the money value of the extended leave that would have accrued to the staff member had his or her services terminated as referred to in clause 61.3.1.

61.5.3 If there is a guardian of any child referred to in subclause 61.5.1(b) or 61.5.2(b), the payment to which the child is entitled may be made to the child's guardian for the child's maintenance, education and advancement.

61.5.4 If:

- (a) no person is entitled to receive a payment under subclause 61.5.1 or 61.5.2, or
- (b) it appears to the Chief Human Resources Officer that more than one person is entitled as a spouse to a payment under subclause 61.5.1 or 61.5.2,

the payment must instead be made to the staff member's personal representatives.

61.5.5 Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.

61.5.6 In this clause, spouse of a staff member includes a de facto partner of the staff member at the time of his or her death.

Note. De facto partner is defined in section 21C of the *Interpretation Act 1987*.

61.6 Leave entitlement reduced by leave already taken or paid out

61.6.1 The following amounts of extended leave are to be deducted from a staff member's extended leave entitlement:

- (a) for each period of extended leave taken on full pay-the number of days (or parts of a day) so taken,
- (b) for each period of extended leave taken on half pay-half the number of days (or parts of a day) so taken,
- (c) for each period of extended leave taken on double pay-twice the number of days (or parts of a day) so taken,
- (d) for each period of extended leave in respect of which the staff member has been paid the money value-the number of days of extended leave on full pay that is equivalent to the money paid.

61.6.2 If a public holiday occurs while a staff member is taking extended leave, the amount of extended leave to be deducted is to be reduced by the length of the holiday (one day or half a day, as the case requires).

61.6.3 In subclause 61.6.2, public holiday means any special or public holiday for which the staff member is entitled to payment.

62. Family and Community Service Leave

62.1 The appropriate People Leader 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 62.2. The appropriate People Leader may also grant leave for the purposes in subclause 62.3. 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.

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

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

62.2.2 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;

62.2.3 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;

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

62.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the appropriate People Leader considers the granting of family and community service leave to be appropriate in a particular case.

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

62.3.1 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 Council or Chairperson of a County Council; and

- 62.3.2 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.
- 62.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 72.4.2 of Sick Leave to Care for a Family Member of this Award.
- 62.5 Family and community service leave shall accrue as follows:
- 62.5.1 two and a half days in the staff member's first year of service;
- 62.5.2 two and a half days in the staff member's second year of service; and
- 62.5.3 one day per year thereafter.
- 62.6 If available family and community service leave is exhausted as a result of natural disasters, the Group Executive shall consider applications for additional family and community service leave, if some other emergency arises.
- 62.7 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.
- 62.8 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 72, Sick Leave to Care for a Family Member of this Award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 62.9 The appropriate People Leader 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.

63. Leave Without Pay

- 63.1 The appropriate People Leader may grant leave without pay to a staff member if good and sufficient reason is shown.
- 63.2 Leave Without Pay May be Granted on a Full-Time Or a Part-Time Basis.
- 63.3 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.
- 63.4 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.
- 63.5 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 Group Executive.
- 63.6 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.
- 63.7 No paid leave shall be granted during a period of leave without pay.
- 63.8 A permanent appointment may be made to the staff member's position if:
- 63.8.1 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

- 63.8.2 the staff member is advised of ICARE's proposal to permanently backfill their position; and
- 63.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
- 63.8.4 ICARE 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.
- 63.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 63.10 The staff member does not cease to be employed by ICARE if their position is permanently backfilled.
- 63.11 Subclause 63.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with sub-paragraph 66.9.1(a) of Parental Leave or to military leave.

64. Military Leave

- 64.1 During the period of 12 months commencing on 1 July each year, the appropriate People Leader 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.
- 64.2 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.
- 64.3 Up to 24 working days military leave per financial year may be granted by the appropriate People Leader 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 64.1.
- 64.4 A appropriate People Leader 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.
- 64.5 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 64.3 of this clause may be granted Military Leave Top Up Pay by the Group Executive.
- 64.6 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.
- 64.7 During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and ICARE will continue to make superannuation contributions at the normal rate.
- 64.8 At the expiration of military leave in accordance with subclause 64.3 or 64.4, the staff member shall furnish to the appropriate People Leader a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

65. Observance of Essential Religious Or Cultural Obligations

- 65.1 A staff member of:
- 65.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 65.1.2 Employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations; or

- 65.1.2 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.
- 65.2 Provided adequate notice as to the need for leave is given by the staff member to ICARE and it is operationally convenient to release the staff member from duty, the appropriate People Leader must grant the leave applied for by the staff member in terms of this clause.
- 65.3 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 appropriate People Leader, subject to:
- 65.3.1 Adequate notice being given by the staff member;
- 65.3.2 Prior approval being obtained by the staff member; and
- 65.3.3 The time off being made up in the manner approved by the appropriate People Leader.
- 65.4 Notwithstanding the provisions of subclauses 65.1, 65.2 and 65.3, arrangements may be negotiated between ICARE and the Association in terms of clause 10, Local Arrangements of this Award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

66. Parental Leave

- 66.1 Parental leave includes maternity, adoption and "other parent" leave.
- 66.2 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:
- 66.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 66.2.2 For a further period of up to 12 months after the actual date of birth.
- 66.2.3 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.
- 66.3 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:
- 66.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 66.3.2 For such period, not exceeding 12 months on a full-time basis, as the appropriate People Leader may determine, if the child has commenced school at the date of the taking of custody.
- 66.3.3 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, flexitime or family and community service leave.
- 66.4 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:
- 66.4.1 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;

- 66.4.2 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 66.4.1. 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.
- 66.5 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:
- 66.5.1 applied for parental leave within the time and in the manner determined set out in subclause 66.10; and
- 66.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 66.5.3 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.
- 66.6 Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 66.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 66.6.2 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;
- 66.6.3 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.
- 66.7 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:
- 66.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 66.7.2 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
- 66.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 66.8 Except as provided in subclauses 66.5, 66.6 and 66.7, parental leave shall be granted without pay.
- 66.9 Right to request
- 66.9.1 A staff member who has been granted parental leave in accordance with subclause 66.2, 66.3 or 66.4 may make a request to the appropriate People Leader 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.

66.9.2 The appropriate People Leader 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 ICARE's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

66.10 Notification Requirements

66.10.1 When ICARE is made aware that a staff member or their spouse is pregnant or is adopting a child, the appropriate People Leader must inform the staff member of their entitlements and their obligations under this Award.

66.10.2 A staff member who wishes to take parental leave must notify the appropriate People Leader 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 66.9 of this clause.

66.10.3 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.

66.10.4 Staff member's request and the appropriate People Leader's decision to be in writing.

The staff member's request under paragraph 66.9.1 and the appropriate People Leader's decision made under paragraph 66.9.2 must be recorded in writing.

66.10.5 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 appropriate People Leader in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the appropriate People Leader agrees.

66.10.6 A staff member on maternity leave is to notify ICARE of the date on which she gave birth as soon as she can conveniently do so.

66.10.7 A staff member must notify ICARE as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

66.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of ICARE and any number of times with the consent of ICARE. In each case she/he must give ICARE at least 14 days' notice of the change unless the appropriate People Leader decides otherwise.

- 66.11 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 66.9, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 66.12 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.
- 66.13 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 appropriate People Leader 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.
- 66.14 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) must be given.
- 66.15 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.
- 66.16 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.
- 66.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 66.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 66.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - 66.17.3 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.
- 66.18 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 appropriate People Leader, 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.
- 66.19 If such adjustments cannot reasonably be made, the appropriate People Leader must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- 66.20 Communication during parental leave
- 66.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, ICARE 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.
- 66.20.2 The staff member shall take reasonable steps to inform the appropriate People Leader 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.
- 66.20.3 The staff member shall also notify the appropriate People Leader of changes of address or other contact details which might affect ICARE's capacity to comply with paragraph 66.20.1.

67. Purchased Leave

- 67.1 A staff member may apply to enter into an agreement with ICARE to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 67.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account the business needs and work demands.
 - 67.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
 - 67.1.3 The leave will count as service for all purposes.
- 67.2 The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.
- 67.2.1 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.
 - 67.2.2 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.
- 67.3 Purchased leave is subject to the following provisions:
- 67.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - 67.3.2 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.
 - 67.3.3 Sick leave cannot be taken during a period of purchased leave.
 - 67.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - 67.3.5 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.
 - 67.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 67.4 Specific conditions governing purchased leave may be amended from time to time by the Chief Human Resources Officer in consultation with the Association. The Chief Executive in consultation with the Board may make adjustments relating to their salary administration arrangements.

68. Recreation Leave

68.1 Accrual

68.1.1 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.

68.1.2 Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, 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.

68.1.3 Recreation leave accrues from day to day.

68.2 Limits on Accumulation and Direction to Take Leave

68.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the appropriate People Leader in special circumstances.

68.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the appropriate People Leader according to the wishes of the staff member.

68.2.3 The appropriate People Leader 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 ICARE.

68.2.4 The appropriate People Leader 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 ICARE.

68.2.5 A staff member must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the ICARE must cooperate in this process. ICARE may direct a staff member with more than 8 weeks to take their recreation leave so that it reduces to below 8 weeks.

68.3 Conservation of Leave - If the appropriate People Leader 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 appropriate People Leader shall:-

68.3.1 Specify in writing the period of time during which the excess shall be conserved; and

68.3.2 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.

68.3.3 An appropriate People Leader will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.

68.4 Miscellaneous

68.4.1 Unless a local arrangement has been negotiated between the Chief Human Resources Officer and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.

- 68.4.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 68.4.3 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 68.4.4.
- 68.4.4 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.
- 68.4.5 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 68.4.4 shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 68.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 68.4.7 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 66, Parental Leave of this Award.
- 68.4.8 On cessation of employment, a staff member is entitled to be paid, the money value of accrued recreation leave which remains untaken.
- 68.4.9 A staff member to whom paragraph 68.4.8 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.
- 68.5 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.
- 68.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:
- 68.6.1 To the widow or widower of the staff member; or
- 68.6.2 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
- 68.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Chief Human Resources Officer was, at the time of the staff member's death, a dependent relative of the staff member; or
- 68.6.4 If there is no person entitled under paragraphs 68.6.1, 68.6.2 or 68.6.3 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.
- 68.7 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays
Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave or payment as provided for in subclauses 79.7 or 79.8 respectively of clause 79, Shift Work of this Award.
- 68.8 Recreation leave does not accrue during leave without pay other than
- 68.8.1 military leave taken without pay when paid military leave entitlements are exhausted;

- 68.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - 68.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - 68.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
 - 68.8.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 68.9 A staff member entitled to additional recreation leave under paragraph 68.1.2, or under paragraphs 79.7.6 or 79.8.5 of clause 79, Shift Work of this Award, can elect at any time to cash out the additional recreation leave.

69. Annual Leave Loading

- 69.1 General - Subject to the provisions set out in subclause 69.2 the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 69.2 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 69.2.1 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
 - 69.2.2 17½% annual leave loading.
- 69.3 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 69.4 Payment of annual leave loading for the leave year to 30 November shall be paid in the first full pay period in December of that calendar year.
- 69.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

70. Sick Leave

- 70.1 Illness in this clause and in clauses 71 and 72 of this Award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 70.2 Payment for sick leave is subject to the staff member:
- 70.2.1 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
 - 70.2.2 Providing evidence of illness as soon as practicable if required by clause 71, Sick Leave - Requirements for Evidence of Illness of this Award.
- 70.3 If the appropriate People Leader 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 appropriate People Leader:
- 70.3.1 Shall grant to the staff member sick leave on full pay; and
 - 70.3.2 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.

- 70.4 The appropriate People Leader may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- 70.4.1 is unable to carry out their duties without distress; or
 - 70.4.2 risks further impairment of their health by reporting for duty; or
 - 70.4.3 is a risk to the health, wellbeing or safety of other staff members, clients or members of the public.
- 70.5 The appropriate People Leader 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.
- 70.6 Entitlements. Staff members accruing sick leave:
- 70.6.1 At the commencement of employment with ICARE, a full-time staff member is granted an accrual of 5 days sick leave.
 - 70.6.2 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.
 - 70.6.3 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.
 - 70.6.4 All continuous service as a staff member in the NSW Government Sector shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW Government Sector is not continuous, previous periods of Government Sector service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - 70.6.5 Notwithstanding the provisions of paragraph 70.6.4, sick leave accrued and not taken in the service of a Government sector employer may be accessed in terms of Part 3, Division 2 of the *Government Sector Employment Regulation 2014*, Cross-government sector leave arrangements.
 - 70.6.6 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.
 - 70.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - 70.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 70.7 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 appropriate People Leader 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.
- 70.8 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.

71. Sick Leave - Requirements for Evidence of Illness

- 71.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the appropriate People Leader in respect of the absence.
- 71.2 In addition to the requirements under subclause 70.2 of clause 70, 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 appropriate People Leader. 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 appropriate People Leader for each occasion absent for the balance of the calendar year.

- 71.3 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 appropriate People Leader is satisfied that the reason for the absence is genuine.
- 71.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the appropriate People Leader will advise them in advance.
- 71.5 If the appropriate People Leader 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 ICARE nominated medical assessor for advice.
- 71.5.1 The type of leave granted to the staff member will be determined by the appropriate People Leader based on the medical assessor's advice.
- 71.5.2 If sick leave is not granted, the appropriate People Leader will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 71.6 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 ICARE.
- 71.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 71.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the appropriate People Leader's discretion, another registered health services provider, or
- 71.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 71.7.1 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
- 71.7.3 at the appropriate People Leader's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
- 71.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the appropriate People Leader satisfactory evidence of illness in respect of an illness which occurred during the leave, the appropriate People Leader may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
- 71.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 71.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 71.9 Subclause 71.8 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.

72. Sick Leave to Care for a Family Member

- 72.1 Where family and community service leave provided for in clause 62 of this Award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 72.4 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.

72.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the appropriate People Leader may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.

72.3 If required by the appropriate People Leader to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 71.6 of Sick Leave - Requirements for Evidence of Illness of this Award.

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

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

72.4.2 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.

73. Sick Leave - Workers Compensation

73.1 ICARE shall advise each staff member of their rights under the Workers Compensation and Injury Management Legislation, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.

73.2 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 and Injury Management Legislation shall be required to lodge a claim for any such compensation.

73.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the appropriate People Leader shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.

73.4 The appropriate People Leader will ensure that, once received by ICARE, a staff member's workers compensation claim is lodged by the ICARE with the workers compensation insurer within the statutory period prescribed in the Workers Compensation and Injury Management Legislation.

73.5 Pending the determination of that claim and on production of an acceptable medical certificate, the appropriate People Leader 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.
- 73.6 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.
- 73.7 A staff member who continues to receive compensation after the completion of the period of 13 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.
- 73.7.1 Before approving the use of sick leave in this subclause, the appropriate People Leader must be satisfied that the staff member is complying with the obligations imposed by the *Workers Compensation and Injury Management Legislation* which requires that the staff member must:
- (a) participate and cooperate in the establishment of the required injury management plan for the staff member;
 - (b) comply with obligations imposed on the staff member by or under the injury management plan established for the staff member;
 - (c) when requested to do so, nominate as their treating doctor for the purposes of the injury management plan a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan;
 - (d) authorise the nominated treating doctor to provide relevant information to the insurer or the appropriate People Leader for the purposes of the injury management plan; and
 - (e) make all reasonable efforts to return to work as soon as possible, having regard to the nature of the injury.
- 73.8 If a staff member notifies the appropriate People Leader that he or she does not intend to make a claim for any such compensation, the appropriate People Leader 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.
- 73.9 A staff member may be required to submit to a medical examination under the *Workplace Injury Management and Workers Compensation Act 1998* 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.
- 73.10 If ICARE provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation and Injury Management Legislation* 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.
- 73.11 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 87F *Commutation by agreement of the Workers Compensation Act 1987*.
- 73.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of: -
- 73.12.1 The staff member's claim for workers compensation;
 - 73.12.2 The conduct of a medical examination by a Government or other Medical Officer;

- 73.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
- 73.12.4 Action taken by ICARE either under the Workers Compensation and Injury Management Legislation or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

74. Sick Leave - Claims Other Than Workers Compensation

- 74.1 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: -
- 74.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by ICARE to the staff member; and
- 74.1.2 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 ICARE the monetary value of any such period of sick leave.
- 74.2 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 appropriate People Leader is satisfied that the refusal or failure is unavoidable.
- 74.3 On repayment to ICARE 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.

75. Special Leave

- 75.1 Special Leave - Jury Service
- 75.1.1 A staff member shall, as soon as possible, notify the appropriate People Leader of the details of any jury summons served on the staff member.
- 75.1.2 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 appropriate People Leader 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.
- 75.1.3 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 appropriate People Leader 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 appropriate People Leader shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.
- 75.2 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 ICARE.
- 75.3 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:
- 75.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and

- 75.3.2 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.
- 75.3.3 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 ICARE for the required period.
- 75.4 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.
- 75.5 Special Leave - Examinations -
- 75.5.1 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 appropriate People Leader.
- 75.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 75.5.3 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.
- 75.6 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 45, Trade Union Activities Regarded as Special Leave of this Award.
- 75.7 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.
- 75.8 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.
- 75.9 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 People Leader and staff member.
- 75.10 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Group Executive for such other purposes as they consider appropriate.
- 75.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 76, Leave for Matters Arising from Domestic Violence, have been exhausted, the Group Executive shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

76. Leave for Matters Arising from Domestic Violence

- 76.1 The definition of domestic violence is found in clause 3.17 of this Award.

- 76.2 Leave entitlements provided for in clause 62, Family and Community Service Leave, clause 70, Sick Leave and clause 72, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 76.3 Where the leave entitlements referred to in subclause 76.2 are exhausted, the Group Executive shall grant Special Leave as per subclause 75.11.
- 76.4 The appropriate People Leader 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.
- 76.5 Personal information concerning domestic violence will be kept confidential by ICARE.
- 76.6 The appropriate People Leader, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

77. Staff Development and Training Activities

- 77.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 77.1.1 All staff development courses conducted by a NSW Government Sector organisation;
 - 77.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 77.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 77.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities: -
- 77.2.1 Activities for which study assistance is appropriate;
 - 77.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Association); and
 - 77.2.3 Activities which are of no specific relevance to the NSW Government Sector.
- 77.3 Attendance of a staff member at activities considered by the appropriate People Leader to be:
- 77.3.1 Essential for the efficient operation of ICARE; or
 - 77.3.2 Developmental and of benefit to the NSW Government 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.
- 77.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of ICARE:
- 77.4.1 Recognition that the staff members are performing normal duties during the course;
 - 77.4.2 Adjustment for the hours so worked under flexible working hours;
 - 77.4.3 Payment of course fees:

- 77.4.4 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
- 77.4.5 Payment of overtime where the activity could not be conducted during the staff member's normal hours and the appropriate People Leader is satisfied that the approval to attend constitutes a direction to work overtime under clause 80 Overtime - General of this Award.
- 77.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to ICARE:
- 77.5.1 Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
- 77.5.2 Payment of course fees;
- 77.5.3 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
- 77.5.4 Such other conditions as may be considered appropriate by the appropriate People Leader given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 77.6 Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the Government sector, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the appropriate People Leader 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.
- 77.7 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.

78. Study Assistance

- 78.1 The appropriate People Leader shall have the power to grant or refuse study time.
- 78.2 Where the appropriate People Leader approves the grant of study time, the grant shall be subject to:
- 78.2.1 The course being a course relevant to ICARE and/or the Government sector;
- 78.2.2 The time being taken at the convenience of ICARE; and
- 78.2.3 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.
- 78.3 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.
- 78.4 Study time may be used for:
- 78.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
- 78.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- 78.4.3 Private study; and/or
- 78.4.4 Accumulation, subject to the conditions specified in subclauses 78.6 to 78.9 of this clause.

- 78.5 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: -
- 78.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 78.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 78.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 78.6 to 78.9.
- 78.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of ICARE.
- 78.7 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 ICARE.
- 78.8 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.
- 78.9 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.
- 78.10 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.
- 78.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 78.12 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.
- 78.13 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.
- 78.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 78.15 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.
- 78.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 78.17 The period granted as examination leave shall include:
- 78.17.1 Time actually involved in the examination;
- 78.17.2 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.

- 78.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 78.19 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.
- 78.20 All staff members are eligible to apply and no prior service requirements are necessary.
- 78.21 Study leave shall be granted without pay, except where the Chief Human Resources Officer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Chief Human Resources Officer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 78.22 Where financial assistance is approved by ICARE 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.
- 78.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the ICARE may choose to identify courses or educational programmes of particular relevance or value and establish a scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SECTION 8 - SHIFT WORK AND OVERTIME

79. Shift Work

- 79.1 Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day - at or after 6am and before 10am	Nil
Afternoon - at or after 10am and before 1pm	10.0%
Afternoon - at or after 1pm and before 4pm	12.5%
Night - at or after 4pm and before 4am	15.0%
Night - at or after 4am and before 6am	10.0%

- 79.2 The loadings specified in subclause 79.1 shall only apply to shifts worked from Monday to Friday.
- 79.3 Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- 79.4 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.
- 79.5 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.
- 79.6 Public Holidays - With the exception of classifications listed in subclauses 79.7 and 79.8, the following shall apply:

- 79.6.1 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;
- 79.6.2 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;
- 79.7 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 appropriate People Leader.
- 79.8 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.
- 79.9 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- 79.10 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 81, 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.
- 79.11 Time spent off duty may be calculated by determining the amount of time elapsed after: -
- 79.11.1 The completion of an ordinary rostered shift; or
 - 79.11.2 The completion of authorised overtime; or
 - 79.11.3 The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- 79.12 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.

80. Overtime - General

- 80.1 A staff member may be directed by the appropriate People Leader 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:
- 80.1.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 80.1.2 Any risk to staff member health and safety,
 - 80.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 80.1.4 The notice (if any) given by the appropriate People Leader regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - 80.1.5 Any other relevant matter.
- 80.2 Payment for overtime shall be made only where the staff member works directed overtime.

- 80.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 10, Local Arrangements of this Award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the appropriate People Leader to work more than 7 hours after finishing overtime or before commencing overtime.
- 80.4 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:
- 80.4.1 Compensation specifically provided for overtime and/or on-call (standby) allowance; or
- 80.4.2 Be paid an allowance for overtime and/or on-call (standby) allowance; or
- 80.4.3 A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

81. Overtime Worked By Shift Workers

- 81.1 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.
- 81.1.1 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.
- 81.1.2 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.
- 81.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
- 81.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- 81.2 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.
- 81.3 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.

82. Overtime Worked By Day Workers

- 82.1 The provisions of this clause shall not apply to:
- 82.1.1 Shift workers as defined in clause 3, Definitions of this Award and to whom provisions of clause 79, Shift Work and clause 81, Overtime Worked by Shift Workers of this Award apply;
- 82.1.2 Staff members covered by formal local arrangements in respect of overtime negotiated between the Chief Human Resources Officer and the Association;
- 82.1.3 Staff members to who overtime provisions apply under another industrial instrument;
- 82.1.4 Staff members whose salary includes compensation for overtime; and
- 82.1.5 Staff members who receive an allowance in lieu of overtime.
- 82.2 Rates - Overtime shall be paid at the following rates:

- 82.2.1 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 10, Local Arrangements of this Award apply;
- 82.2.2 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;
- 82.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 82.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 82.3 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.
- 82.4 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.
- 82.5 Rest Periods
- 82.5.1 A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 82.5.2 Where a staff member, at the direction of the People Leader, 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.

83. Recall to Duty

- 83.1 A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 83.2 The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 83.3 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.
- 83.4 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.
- 83.5 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.
- 83.6 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.

- 83.7 This clause shall not apply in cases where it is customary for a staff member to return to ICARE's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

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

- 84.1 Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:
- 84.1.1 Entitled to be paid the on call allowance set out in Item 8 of Table 3 - Allowances of Part D Monetary Rates when directed by the appropriate People Leader to be on call or on standby for a possible recall to duty outside the staff member's working hours;
- 84.1.2 If a staff member who is on call and is called out by ICARE, the overtime provisions as set out in clause 81, Overtime Worked by Shift Workers and clause 82, Overtime Worked by Day Workers of this Award, whichever is appropriate, shall apply to the time worked;
- 84.1.3 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.

85. Overtime Meal Breaks

- 85.1 Staff Members Not Working Flexible 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.
- 865.2 Staff member working flexible 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.
- 85.3 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.

86. Overtime Meal Allowances

- 86.1 If an adequate meal is not provided by ICARE, a meal allowance shall be paid by ICARE at the appropriate rate specified in Item 12 of Table 3 - Allowances of Part D, Monetary Rates, provided the appropriate People Leader is satisfied that:
- 86.1.1 the time worked is directed overtime;
- 86.1.2 the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 86.1.3 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
- 86.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 86.2 Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the appropriate People Leader shall approve payment of actual expenses.

- 86.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 86.4 Receipts shall be provided to the appropriate People Leader or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- 86.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Human Resources Officer and the Association from negotiating different meal provisions under a local arrangement.

87. Rate of Payment for Overtime

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Grade 8 plus \$1.00, unless the appropriate People Leader approves payment for directed overtime at the staff member’s salary or, where applicable, salary and allowance in the nature of salary.

88. Payment for Overtime Or Leave in Lieu

- 88.1 The appropriate People Leader 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 88.2.
- 88.2 The following provisions shall apply to the leave in lieu:
 - 88.2.1 The staff member shall advise the People Leader 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.
 - 88.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
 - 88.2.3 The leave must be taken at the convenience of ICARE, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 72, Sick Leave to Care for a Sick Family Member of this Award apply.
 - 88.2.4 The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member’s section.
 - 88.2.5 Leave in lieu accrued in respect of overtime shall be given by ICARE and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief Human Resources Officer and the Association.
 - 88.2.6 A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

89. Calculation of Overtime

- 89.1 Unless a minimum payment in terms of subclause 82.4 of 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.
- 89.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be: -

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

89.3 The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

89.4 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.

89.5 Overtime is not payable for time spent travelling.

90. Provision of Transport in Conjunction With Working of Overtime

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

Departure or arrival after 8.00 p.m. of 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 ICARE where knowledge of each particular situation will enable appropriate judgements to be made.

90.2 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.

90.3 Provision of Taxis

Where a staff member:

90.3.1 ceases overtime duty after 8.00 p.m., or

90.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 p.m.,

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

SECTION 9 - MISCELLANEOUS

91. Anti-Discrimination

91.1 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.

91.2 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.

91.3 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.

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

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

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

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

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

91.5 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.

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

91.5.2 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."

92. Area, Incidence and Duration

92.1 This Award shall apply to full time and part-time employees, temporary employees and casual employees of ICARE.

92.2 This award shall take effect on and from 1 July 2019 and rescinds and replaces the Insurance and Care NSW Award 2017 published 9 February 2018 (382 I.G. 325) and the salaries and salary related allowances as prescribed in Tables 1, 2 and 3 of Part D Monetary Rates are operative from the beginning of the first full pay period to commence on or after 1 July 2019.

93. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014*, or under the circumstances outlined in Clause 6 of this Award, 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.

PART B

ADMINISTRATION AND CLERICAL OFFICERS

1. Salaries - Administrative and Clerical Officers

1.1 The salary rates for Administrative and Clerical Officers on Grades 1 to 12 are set out in Table 1 of Part D, Monetary Rates.

1.2 Positions are classified within Grades 1 to 12 in accordance with the classification and grading system approved by the Chief Executive.

1.3 An Administrative and Clerical Officers temporarily employed is paid the weekly equivalent of the annual salary prescribed in Table 1.

2. Promotion - Administrative and Clerical Officers

Promotion of Administrative and Clerical Officers to a grade and from grade to grade is subject to the occurrence of a vacancy in such grade

PART C

DEPARTMENTAL PROFESSIONAL OFFICERS

1. Salaries - Departmental Professional Officers

- 1.1 The salary rates for Departmental Professional Officers are set out in Table 2 of Part D, Monetary Rates.
- 1.2 Departmental Professional Officers temporarily employed are paid the weekly equivalent of the annual salary prescribed in Table 2.

2. Increments - Departmental Professional Officers

- 2.1 The payment of increments under the scale of salaries prescribed for Departmental Professional Officers shall be subject to approval by the appropriate People Leader.
- 2.2 One month prior to the date on which a Departmental Professional Officer will become eligible for an increment of salary, the appropriate People Leader shall report as to conduct and the manner in which the duties of the officer have been performed.
- 2.3 In cases where the recommendation of the appropriate People Leader is averse to the granting of an increment, the officer affected shall have the right of appeal.

3. Calculation of Service

- 3.1 In calculating years of service the period shall not take into account any period in respect of which an increment has been refused.
- 3.2 Service will not include any leave of absence without pay exceeding five days in any incremental year.

PART D

MONETARY RATES

SALARIES AND CLASSIFICATIONS

- 1.1 At the time of the making of this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- 1.2 The classifications and salary rates set out in Tables 1 to 4 in Part D, Monetary Rates of this Award, are set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award. Should there be any variation or replacement Award of this Award, Insurance and Care staff members will maintain the same salary relationship.

Administrative and Clerical Officers**Table 1**

Grades	Common Salary Point	1.7.2019 Per annum \$
Grade 1		
1st year of service	46	64,799
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

Departmental Professional Officers**Table 2**

Classification and Grades	Common Salary Point	1.7.2019 Per annum \$
Grade I -		
1st year of service	46	64,779
2nd year of service	50	67,330
3rd year of service	56	71,084
4th year of service	63	76,191
5th year of service	70	81,592
6th year of service and thereafter	76	86,430

Grade II -		
1st year of service	81	90,661
2nd year of service	84	93,349
3rd year of service	87	96,194
4th year of service and thereafter	91	100,056
Grade III -		
1st year of service	95	104,226
2nd year of service	98	107,541
3rd year of service	100	109,682
4th year of service and thereafter	104	113,859
Grade IV -		
1st year of service	108	118,507
2nd year of service and thereafter	110	120,857
Grade V -		
1st year of service	114	125,600
2nd year of service and thereafter	116	128,089
Grade VI -		
1st year of service	119	132,078
2nd year of service and thereafter	121	134,667
Grade VII -		
1st year of service	124	138,830
2nd year of service and thereafter	126	141,882
Grade VIII -		
1st year of service	129	146,499
2nd year of service and thereafter	130	148,134

Rates and Allowances

Table 3

Effective 1 July 2019

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	
		Capital cities and high cost country centres	
		(see list in item 2)	
	29.1.1	Breakfast	\$27.55
	29.1.2	Dinner	\$52.80
	29.1.3	Lunch	\$31.00
		Tier 2 and other country centres	
		(see list in item 2)	
	29.1.1	Breakfast	\$24.70
	29.1.2	Dinner	\$48.60
	29.1.3	Lunch	\$28.15
2		Travelling allowances	
	27	Capital cities	Per day
		Adelaide	\$288.05
		Brisbane	\$306.05
		Canberra	\$299.05
		Darwin	\$351.05
		Hobart	\$278.05
		Melbourne	\$304.05
		Perth	\$311.05
		Sydney	\$319.05
	27	Other country centres	\$231.15
		Incidental expenses when claiming actual expenses - all locations	\$19.70

		Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate Location rate
3	27	Incidental expenses	\$19.70
4	34	Use of private motor vehicle	Cents per kilometre
	34	Official business	68.0
	34	Casual rate (40% of official business rate)	27.2
	34	Motor cycle allowance (50% of the 1600cc or less official business rate)	34.0
	34.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	8.8
5	36	Insurance cover	Up to \$1,173
6	37.2	Exchanges	Actual cost
7	38.1	Room at home used as office	\$951 pa
8	84.1.1	On-call (stand-by) and on-call allowance	\$0.98 per hour
9	39.1	Uniforms, protective clothing and laundry allowance	\$4.95 per week
10	41	Community language allowance scheme (effective ffpp on or after 1 July 2019)	Per annum
		- Base Level Rate	\$1,448 pa
		- Higher Level Rate	\$2,177 pa
11	42	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	\$1,402 pa
12	86.1	Overtime meal allowance	Effective 1 July 2019
		Breakfast	\$30.60
		Lunch	\$30.60
		Dinner	\$30.60
		Supper	\$11.40

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.

PARAMEDICS AND CONTROL CENTRE OFFICERS (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 203364 of 2019)

Before Chief Commissioner Kite

6 August 2019

AWARD

1. Title

This Award shall be known as the "Paramedics and Control Centre Officers (State) Award 2019".

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement

SECTION 1 - GENERAL

3.	Object
4.	Definitions
5.	Classifications
6.	Introduction of Change

SECTION 2 - EMPLOYMENT CONDITIONS

7.	Employees Duties
8.	Vacancies and Promotion
9.	Appointment of Officers
10.	Termination of Employment

SECTION 3 - WAGES AND MONETARY ENTITLEMENTS

11.	Wages
12.	Allowances and Classification Arrangements
13.	Climatic and Isolation Allowance
14.	Travelling Time and Expenses
15.	Travelling on Cases
16.	Relieving Other Members of Staff
17A.	Special Events Coverage
17B.	Non-Operational Activity
18.	Salary Sacrifice to Superannuation
19.	Salary Packaging

SECTION 4 - HOURS OF WORK

20.	Hours of Duty
20A.	Evaluation and Transition To New Roster Arrangements

- 20B. Evaluation and Transition To Crib Break Arrangements
- 21. Allocated Day Off
- 22. Roster of Hours
- 23. Employees On Call
- 24. Overtime
- 25. Reasonable Hours
- 26. Time Off in Lieu of Overtime
- 27. Penalty Rates for Shift Work and Weekend Work
- 28. Public Holidays

SECTION 5 - LEAVE ENTITLEMENTS

- 29. Annual Leave
- 30. Annual Leave Loading
- 31. Family and Community Leave and Personal Carers Leave
- 31A. Family Violence Leave
- 32. Maternity, Adoption and Parental Leave
- 32A. Lactation Breaks
- 33. Study Leave
- 34. Trade Union Leave
- 35. Long Service Leave
- 36. Sick Leave

SECTION 6 - MISCELLANEOUS

- 37. Uniforms
- 38. Accommodation
- 39. Lockers and Showers
- 40. Union Subscriptions
- 41. Union Notice Boards

SECTION 7 - AWARD PARAMETERS

- 42. Issues Resolution
- 43. Anti-Discrimination
- 44. Benefits not to be Withdrawn
- 45. Exemptions
- 46. No Extra Claims
- 47. Area Incidence and Duration

SECTION 8 - MONETARY RATES

- Table 1A - Wages
- Table 1B - Control Centre Staff - Wages
- Table 2A - Allowances
- Table 2B - Additional Allowances
- Table 2C - Living Away from Home Allowance

SECTION 1 - GENERAL

3. Object

The parties seek to achieve excellence in the provision of ambulance services for New South Wales through an efficient and effective pre-hospital emergency care and health related transport system.

4. Definitions

"Day Worker" means an employee who works his or her ordinary hours from Monday to Friday inclusive and who commences work on such days between 6:00 a.m. and 10:00 a.m. inclusive.

"Employee" means an Officer and/or Operational Ambulance Officer of the Service who is employed pursuant to this Award.

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

"Modified Hours Roster" means any roster which arranges the hours of duty of full-time employees in a format other than on an eight (8) hours per shift basis.

"Officer and/or Operational Ambulance Officer" means an employee of the Service who is employed pursuant to this Award.

"Service" means continuous service with one or more District Committees prior to 13 April 1973, and continuous service of the New South Wales Ambulance Board on and from 13 April 1973, and continuous service of the Health Commission on and from 1 January 1977 and continuous service of the Health Administration Corporation on and from 17 August 1982, and continuous service with the NSW Department of Health on and from 17 March 2006, and continuous service with the Ministry of Health on and from 5 October 2011.

"The Service" means the Ambulance Service of New South Wales.

"Shift Worker" means an employee who is not a day worker as defined. "The Ministry" means the Ministry of Health.

"Union" means the Health Services Union NSW and/or Australian Paramedics Association (NSW).

The "Working Week" for the purpose of this Award, shall commence on Saturday and finish on Friday.

5. Classifications

(a) Division 1

- (i) Trainee Patient Transport Officer means an employee who is undertaking the necessary and relevant training and work experience as determined by the Service to become a Patient Transport Officer and who is appointed to an approved Trainee Patient Transport Officer position.

This category of employee will be involved in routine and non-emergency patient transport utilising basic life support skills. Inter alia, this category of employee will receive training and certification in occupational health and safety, ambulance first aid, driver training, patient handling, oxygen administration, equal employment opportunity, anti-discrimination and anti-harassment.

- (ii) Patient Transport Officer means an employee who has successfully completed the necessary and relevant training and work experience as determined by the Service to become a Patient Transport Officer and who is appointed to an approved Patient Transport Officer position. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for Patient Transport Officers as determined by the Service.

This category of employee will be involved in routine and non-emergency patient transport utilising basic life support skills. This category of employee will not be utilised to crew ambulances engaged in emergency/casualty response.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years.

The parties agree that this classification will remain a source of alternative duties for injured officers requiring rehabilitation as a result of workplace injury.

(b) Division 2

- (i) Trainee Paramedic means an employee who is undertaking the necessary and relevant training and work experience as determined by the Service to become a Paramedic Intern and who is appointed to an approved Trainee Paramedic position.

This category of employee will be involved in emergency and routine patient transport as a second officer utilising emergency and basic life support skills. Inter alia, this category of employee will receive training and certification in emergency ambulance care, protocols, procedures and pharmacology, anatomy and physiology, patient handling, occupational health and safety, equal employment opportunity, anti-discrimination, anti-harassment and driver training.

- (ii) Paramedic Intern means an employee who is undertaking the necessary and relevant training and work experience as determined by the Service to become a Paramedic and who is appointed to an approved Paramedic Intern position.

- (iii) Paramedic means an employee who has successfully completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic and who is appointed to an approved Paramedic position. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three (3) years.

- (iv) Paramedic Specialist means an employee who has successfully completed the requirements to be a Paramedic and who has completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic Specialist. Paramedic Specialist will include:

1. Intensive Care Paramedic means an employee who has completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic Specialist - Intensive Care Paramedic and who is appointed to an approved Intensive Care Paramedic position.
2. Extended Care Paramedic means an employee who has completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic Specialist - Extended Care Paramedic and who is appointed to an approved Extended Care Paramedic position.
3. Other such specialist categories as may be developed between the parties.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.

- (v) Critical Care Paramedic (Aeromedical) means an employee who has completed the necessary and relevant training and work experience as a Paramedic Specialist as determined by the Service to be a Critical Care Paramedic (Aeromedical) and who is appointed to an approved Critical Care Paramedic (Aeromedical) position or is working as an independent Critical Care Paramedic (Aeromedical) on a Critical Care Paramedic (Aeromedical) roster.

Critical Care Paramedics (Aeromedical) are not entitled to the Specialist Allowance which is set out in Item 1 of Table 2A - Allowances of Section 8 Monetary Rates of this Award.

- (vi) Critical Care Paramedic (Aeromedical) Team Leader means an employee who has completed the requirements for a Critical Care Paramedic (Aeromedical) and who has successfully completed the requirements for and is appointed to a Critical Care Paramedic (Aeromedical) Team Leader position identified as such by the Service.

Critical Care Paramedic (Aeromedical) Team Leaders are not entitled to the Specialist Allowance which is set out in Item 1 of Table 2A - Allowances of Section 8, Monetary Rates of this Award.

- (vii) Team Leader (rank insignia will be in accordance with the Service's Uniform Policy as contained in clause 37 a(ii)) means an employee who has successfully completed the requirements as set out for Paramedic and who has successfully completed the requirements for and is appointed to a Team Leader position identified as such by the Service. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.
- (viii) Station Manager (rank insignia will be in accordance with the Service's Uniform Policy as contained in clause 37 a(ii)) means an employee who has successfully completed the requirements as set out for Paramedic and who has successfully completed the requirements for and is appointed to a Station Manager position identified as such by the Service. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.
- (ix) District Manager (rank insignia will be in accordance with the Service's Uniform Policy as contained in clause 37 a(ii)) means an employee who has successfully completed the requirements as set out for a Paramedic and who has successfully completed the requirements for and is appointed to a District Manager position identified as such by the Service. Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years.
- (x) Ambulance Clinical Educator (rank insignia will be in accordance with the Service's Uniform Policy as contained in clause 37 a(ii)) means an employee who has successfully completed the requirements for and is appointed to an Ambulance Clinical Educator position identified as such by the Service.

This category of employee will be principally involved in the Clinical Science theory and clinical education of employees utilising advanced educational and management skills.

This category of employee will be principally involved with Clinical Science theory and paramedical, competency based education and training programs, will be required to give advice about and be responsible for the development of clinical science based curricula, adult education and education modalities and will be required to give advice to employees regarding course content, course progression and learning techniques. The Clinical Educator is also required to manage clinical and paramedical education courses and programs.

Clinical Educators not holding a certificate to practice shall be required to undertake and successfully complete further instruction/in-service courses as required by the Service.

Clinical Educators who are eligible for and who wish to maintain a certificate to practice shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

- (xi) Ambulance Paramedic Educator means an employee who has successfully completed the requirements for and is appointed to an Ambulance Paramedic Educator position identified as such by the Service.

This category of employee will be principally involved theoretical and paramedical, competency based education and training programs, will be required to give advice about and be responsible for the development of paramedical based curricula, adult education and education modalities and will be required to give advice to employees regarding course content, course progression and learning

techniques. The Paramedic Educator is also required to manage paramedical education courses and programs.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

- (xii) Ambulance Clinical Training Officer means an employee who has successfully completed the requirements for and is appointed to an Ambulance Clinical Training Officer position identified as such by the Service.

This category of employee will be principally involved in the provision of training on an individual or small group basis in the local area and primarily would rely on training material developed on a central basis with project input by some or all of the Clinical and Paramedic Training Officers.

The Clinical Training Officer is responsible for the planning, delivery and evaluation of education and training programs for operational staff, including Trainee Paramedics, Paramedics and Patient Transport Officers that are consistent with National Competency Standards and the Service's policies and procedures.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

- (xiii) Control Centre (Standby) Allowance means the allowance paid to Paramedic, Paramedic Specialist, Team Leader, Station Manager or District Manager who has completed the training required by the Service and may be reasonably required by the Service to undertake the duties of an Ambulance Control Centre Officer, Duty Control Centre Officer and/or a Senior Control Centre Officer.

The allowance as set out in Item 2 of Table 2A - Allowances, of Section 8 - Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

- (xiv) Rescue (Standby) Allowance means the allowance paid to a Paramedic, Paramedic Specialist, Team Leader, Station Manager or District Manager who has completed the training required by the Service and may be reasonably required by the Service to be rostered to an accredited Ambulance Rescue Unit.

The allowance as set out in Item 2 of Table 2A - Allowances of Section 8 - Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

- (xv) Specialist Allowance is paid to an employee who has successfully completed the requirements for and is appointed by the Service to an identified Specialist position of Special Casualty Access Team (SCAT), Rescue and/or other specialties as agreed to by the parties. Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years.

The allowance as set out in Item 1 of Tables 2A - Allowances, of Section 8 - Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

- (xvi) Trainee Ambulance Control Centre Officer means an employee who is required to undertake and successfully complete the requirements for appointment to an Ambulance Control Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems. Inter alia this category of employee will receive training and certification by the Service in Occupational Health and Safety, Ambulance First Aid, Medical Terminology, Computer Aided Dispatch and Telecommunications Systems, Computer mapping, emergency vehicle movement coordination, Equal Employment Opportunity, Anti-Discrimination and Anti-Harassment.

Paramedic Interns, Paramedics, Paramedic Specialists, Team Leaders, Station Managers, and District Managers are to be paid in addition to their current wage, the Control Centre Allowance as set out in Item 2 of Table 2B - Additional Allowances, of Part B, Monetary Rates.

- (xvii) Ambulance Control Centre Officer means an employee who has successfully completed the requirements as set out for Trainee Ambulance Control Centre Officer and who is appointed to an Ambulance Control Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years. The parties agree that this classification will remain a source of alternative duties for injured officers requiring short term rehabilitation as a result of a workplace injury in which case they will need to be provided with training and successfully complete the requirements set out for a Trainee Ambulance Control Centre Officer.

- (xviii) Ambulance Control Centre Officer - Paramedic and Paramedic Specialist

Paramedics, Paramedic Specialists, Team Leaders, Station Managers and District Managers who are permanently appointed to positions of Ambulance Control Centre Officer are to be paid up to the maximum rate applicable for a Paramedic Specialist and are to be paid, in addition to their wages and allowances, the Control Centre Allowance as set out in Item 2 of Table 2B of Section 8 Monetary Rates. This allowance is only applicable to Paramedics, Paramedic Specialists, Station Managers and District Managers for the time in which Control Centre activities are undertaken.)

- (xix) Ambulance Control Centre Officer - Non Paramedic

Non paramedic officers are paid at the rates specified in Table 1B of Section 8 Monetary Rates.

- (xx) Duty Control Centre Officer means an employee who has successfully completed the requirements as set out for a Paramedic and who has successfully completed the requirements for and is appointed to a Duty Control Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems utilising management skills.

This category of employee will be required to give advice regarding emergency and non-emergency ambulance care and may be required to be involved in emergency and routine patient transport utilising management skills in addition to emergency and basic life support skills.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every 3 years.

- (xxi) Senior Control Centre Officer means an employee who has successfully completed the requirements as set out for a Paramedic and who has successfully completed the requirements for and is appointed to a Senior Control Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems utilising management skills.

This category of employee will be required to give advice regarding emergency and non-emergency ambulance care and may be required to be involved in emergency and routine patient transport utilising management skills in addition to emergency and basic life support skills.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every 3 years.

- (xxii) Aeromedical Control Centre Officer means an employee who has successfully completed the requirements for and is appointed to an Aeromedical Control Centre Officer position identified as such by the Service. Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every 3 years.

6. Introduction of Change

Any proposal that will significantly affect employees covered by the Award will be the subject of genuine consultation between the parties.

Should such a change lead to an expanded scope of practice for any classification or group of employees covered by this Award, the parties agree to discuss the impact of this on the classification structure.

SECTION 2 - EMPLOYMENT CONDITIONS

7. Employees' Duties

- (a) The Service may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skills, competence and training consistent with the employee's classification, provided that such duties are not designed to promote de-skilling.
- (b) The Service may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained and is currently certified in the use of such tools and equipment.
- (c) Any direction issued by the Service pursuant to subclause (a) and (b) of this clause shall be consistent with the Service's responsibilities to provide a safe and healthy working environment.
- (d) The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

8. Vacancies and Promotion

- (a) Advertisement of vacant positions shall be notified throughout the Service by regular vacancy circulars distributed via the Service Intranet.
- (b) Appointments shall be made on the basis of merit.
- (c) The vacancy shall be filled from applications received, provided that the Service can re- advertise the position if necessary.
- (d) Subclauses (a), (b), and (c) are overruled to the extent necessary for the implementation of the Ambulance Service's lateral transfer policy. Any changes to this policy will be the subject of consultation.
- (e) Remote Incentive Initiative: Employees may be granted incentives pursuant to such terms and conditions prescribed in NSW Health's IB2017_038 'Rural and Remote Incentive Scheme' as amended or replaced from time to time. Any change or variation to the terms and conditions contained in this Information Bulletin will be the subject of consultation. Further, unless agreed between the parties to this award, termination of this incentive scheme will not occur prior to the expiration of this award.

9. Appointment of Officers

- (a) All employees appointed, excepting Trainee Patient Transport Officers, shall be appointed on probation for a period of twelve months from the date of their appointment or re-appointment to the Service. For

Trainee Patient Transport Officers, the period of probation will be six months from the date of appointment or re-appointment to the Service.

- (b) An employee engaged under this Award shall be engaged as a permanent full-time, permanent part-time, temporary full-time, temporary part-time, or casual.
- (c) Every employee will be provided with a position description as developed between the parties commensurate with their position, which he or she will be required to sign.
- (d) Permanent Full-Time Employee
 - (i) A permanent full-time employee is a permanent employee who is required to work an average of 38 hours per week in accordance with clause 20, Hours of Duty.
- (e) Permanent Part-Time Employee
 - (i) A permanent part-time employee is permanently appointed by the Service to work a specified number of hours per week, which are less than the full-time hours prescribed in clause 20 Hours of Duty.
 - (ii) A permanent full-time employee may also work as a permanent part-time employee for an approved specified period of time e.g. 12 months. The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities. At the conclusion of the approved specified period of time, the employee will revert to their permanent full-time status.
 - (iii) Permanent part-time employees shall work in accordance with rosters exhibited in each station at least 7 days in advance of the commencing date of the roster and shall show the hours of duty for the agreed roster period or 28 days, whichever is the greater.
 - (iv) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in Table 1A or 1B - Wages of Section 8 - Monetary Rates, with a minimum payment of two hours for each start.
 - (v) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 13, Climatic and Isolation Allowance, in the same proportion as the actual hours worked per week bear to full-time hours.
 - (vi) Employees engaged under this clause shall not be entitled to allocated days off as prescribed in clause 21, Allocated Days Off.
 - (vii) Employees engaged under this clause shall be entitled to all other benefits not otherwise expressly provided for herein at the same proportion as their actual hours of work bear to full-time hours.
 - (viii) All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit or section concerned shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
 - (ix) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (x) Permanent part-time employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.

(f) Temporary Employee

- (i) A temporary employee is engaged for a continuous fixed period of time. The duties may include the provision of relief for permanent employees, conduct of specific projects or the provision of services which are not recurrent in nature.
- (ii) A temporary employee may be full-time or part-time.
- (iii) A temporary employee shall be paid for the number of hours worked each week on an hourly rate calculated at the same hourly rate as prescribed for a full-time employee in the same classification plus 10 per cent loading. The loading shall not apply if:
 - 1. The period of employment extends beyond 13 weeks
 - 2. The employer and the employee agree, during the 13 weeks, that the employee will be employed on a permanent basis.
- (iv) A temporary employee shall be entitled to a minimum payment of 2 hours for each start.

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the station, unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- (v) Temporary employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.

(g) Casual Employee

- (i) A casual employee is engaged on an hourly basis for a short period of time. The nature of the work performed would be irregular, intermittent, urgent or short term. However employees will be allocated sufficient hours of work required to maintain a certificate to practice.
- (ii) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the station, unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (iii) Casual employees will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the appropriate classification in clause 5, plus 10% loading with a minimum payment of two hours for each start. This loading is in recognition of the casual nature of the work and the leave entitlements forgone. Annual leave entitlements are in accordance with the *Annual Holidays Act 1944*.
- (iv) Casual employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.

(h) Secure Employment

Objective of this Clause

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

Casual Conversion

- (i) A casual employee engaged by the Service on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter

have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) The Service shall give such a casual 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 Service fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (h)(i), upon receiving notice under paragraph (h)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Service 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 Service shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Service refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the Service, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Service.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (h)(iii), the Service and employee shall, in accordance with this paragraph, and subject to paragraph (h)(iii), discuss and agree upon:
 - a. whether the employee will convert to full-time or part-time employment; and
 - b. if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award or pursuant to a part-time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

10. Termination of Employment

- (a) Employment shall be terminated by two weeks' notice in writing by either party or by the giving or forfeiting, as the case may be, of two weeks' wages in lieu of notice.

- (b)
- (i) Employees with a credit of hours accrued towards an allocated day(s) off duty as prescribed in clause 21, Allocated Days Off, shall be paid for such accrual upon termination.
 - (ii) Employees with a credit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 20, Hours of Duty, shall be paid for such accrual upon termination.
 - (iii) Employees with a debit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 20, Hours of Duty, shall reimburse the Service for such accrual upon termination.
 - (iv) Employees with a credit of hours accrued as a result of opting for time off in lieu of overtime in accordance with subclause (a) of clause 26, Time Off in Lieu of Overtime, shall be paid for such accrual upon termination at the appropriate overtime rate based on the rate of pay applying at the time of termination.
- (c) The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.

SECTION 3 - WAGES AND MONETARY ENTITLEMENTS

11. Wages

- (a) Employees shall not be paid less than the minimum wages for their classification as set out in Table 1 and 1A and 1B - Wages Section 8 - Monetary Rates.
- (b) Wages shall be paid fortnightly by electronic transfer.
- (c) For each pay day, employees shall be furnished with a statement showing the gross amount of ordinary wages and overtime, together with separate details of all deductions.
- (d) Overtime and penalty rates shall be paid within one week of the end of the pay period in which such overtime or penalty rates were worked.
- (e) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales, as nominated by the employee, except where agreement as to another method of payment has been reached between the Unions and the Service due to the isolation of an ambulance station. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day; provided that this requirement shall not apply where employees nominate accounts of non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions, but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.

12. Allowance and Classification Arrangements

- (a) An employee who is paid an allowance or at a classification, for which there is a certification or qualification requirement, will cease to have an entitlement to such payment if the employee:
 - (i) Fails to successfully complete further instruction/in service courses and/or certification examinations as required by the Service every three years or;
 - (ii) Elects not to undertake further instruction/in service courses and/or certification examinations as required by the Service every three years.
 - (iii) Applies for and obtains a transfer to a position which is not a nominated position requiring such skills.

- (b) Payment of shift penalties and other work related allowances or payments to employees subject to misconduct/disciplinary inquiries will be made on the terms and conditions prescribed by the NSW Health Policy Directive PD2018_031, Managing Misconduct, as amended or replaced from time to time.

13. Climatic and Isolation Allowance

- (a) Subject to subclause (b) of this clause, employees attached to ambulance stations situated upon or to the west of a line drawn as herein specified, shall be paid the allowance specified in Item 6 of Table 2A - Allowances of Section 8 - Monetary Rates, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at Tocumwal and thence to the following towns in the order stated, namely - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (b) Employees attached to ambulance stations situated upon or to the west of a line drawn as herein specified shall be paid the allowance asset out in Item 7 of the said Table 2A, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns in the order stated namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (c) The allowances prescribed by this clause are not cumulative.
- (d) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

14. Travelling Time and Expenses

- (a) Except where subclause (c) of clause 16, Relieving Other Members of Staff, an employee who is directed to report for duty at a station other than that to which he or she is appointed shall travel to and from such station in the Service's time and the employee's fares and incidental expenses shall be paid by the Service, unless otherwise agreed between the Service and the employee.

If such travel is undertaken outside rostered hours, the employee shall be reimbursed at ordinary rates for the time spent travelling in excess of the normal time taken to travel between his or her home and the station to which he or she is appointed.

- (b) If an employee is rostered to a shift requiring him or her to work at more than one station in a working week, the employee's fares in excess of the fares to the employee's appointed station shall be paid in full.
- (c) Where an employee, with the prior approval of the Service, travels by the employee's own motor vehicle, the employee shall be paid the casual rate as prescribed by the Crown Employees (Public Service Conditions of Employment) Award, as amended from time to time, for all kilometres travelled in excess of the kilometres that the employee would normally travel between the employee's usual place of residence and the ambulance station to which he or she is appointed and return to such residence.
- (d) Travel, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

15. Travelling on Cases

- (a) Where an employee is required to transport a case which involves eight hours or more travelling, the employee shall be paid all travelling expenses including meals and accommodation and, if not staying overnight at the point of turn around, shall be permitted a meal either before commencing or during the return journey.

- (b) An employee directed to have a meal away from his or her station will be paid a crib/ meal away from station allowance in accordance with existing provisions and practice. In determining existing practice, in regard to the following:
 - (i) That allowances do not apply to crib breaks taken by Trainee Patient Transport Officers and Patient Transport Officers.
 - (ii) The agreement between the parties in 1988 under the Commission's then Structural Efficiency Principle.
 - (iii) That this provision does not apply to employees in Control Centres.
- (c) Where an entitlement exists in (b), the quantum of the allowance is prescribed in Table 2A Allowances in Section 8 Monetary Rates.
 - (i) Where an employee is entitled to one crib break per shift or an unpaid meal break (under the transitional arrangements in clause 20), the payment for any crib/meal directed to be taken away from station will be the rate prescribed at Item 9 of Table 2A - Allowances.
 - (ii) Where an employee is entitled to two crib breaks per shift, the payment for any crib directed to be taken away from station will be the lower rate as prescribed at Item 10 of Table 2A Allowances. The number of crib breaks per shift is prescribed in clause 20 Hours of Duty.
- (d) This provisions of this clause will be reviewed by the Commission in conjunction with the review of rosters and crib breaks to be undertaken in accordance with clause 20A Evaluation and Transition to New Roster Arrangements and clause 20B Evaluation and Transition to Crib Break Arrangements - Sydney and Central Coast.
- (e) Where an employee is required to transport a case which involves two or more hours travelling the employee shall be entitled to a paid break of ten minutes duration each two hours.
- (f) The ten-minute break prescribed by subclause (e) of this clause is not cumulative.
- (g) No single officer transports will be allocated where it is reasonably expected that the travelling time of the round trip will be in excess of eight hours.

16. Relieving Other Members of Staff

- (a) An employee called upon to relieve another employee paid on a higher scale shall be entitled to receive the minimum rate of the higher scale of pay. This provision shall not apply when an employee on a higher scale is absent from duty by reason of his or her allocated day off duty as a consequence of working a 38-hour week in accordance with paragraph (i) of subclause (a) of clause 21, Allocated Days Off. No reduction shall be made in the scale of pay of an employee called upon to relieve another paid on a lower scale. Where an employee is called upon to relieve a Superintendent/Operations Manager, he/she shall be paid the minimum rate of the position so relieved.
- (b) When an employee is required to relieve another employee posted at another station, and by so doing is required to live away from home, he or she shall be called a relieving employee.
- (c) A relieving employee will be entitled to a living away from home allowance as set out in Table 2C in this Award. The living away from home allowance is determined as the sum of the meal expenses on one day journeys and the incidental allowance for the location the relieving employee is posted, as prescribed by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as amended from time to time.

A relieving employee who is entitled to receive the living away from home allowance is not entitled to receive payment under subclause 15(a) of this Award. When travelling on cases in accord with clause 15, relieving employees shall be entitled to allowances under subclause 15(b) or 15(c) where applicable.

A relieving employee who is provided with board and lodgings at no charge will not be entitled to receive the living away from home allowance.

- (d) If accommodation at no charge is not available to the relieving employee, accommodation costs will be met by the Service directly with the provider. In the unusual circumstance that the employee pays the cost of the accommodation they will be entitled to the reimbursement of accommodation expenses as per the NSW Health Policy Directive PD2016_010, Official Travel, as amended or replaced from time to time.
- (e) If the relieving employee is required to be on call, he or she shall be paid, in addition to the aforementioned amount, the amount specified in clause 23, Employees On Call.
- (f) The Service shall decide whether an employee travels to or from their relief duties in rostered hours. If the travel is to be accomplished outside rostered hours, the employee shall be reimbursed at ordinary rates for the time spent travelling in excess of the normal time taken to travel between his or her home and the station to which he or she is appointed.

17A. Special Events Coverage

- (a) Employees will not be compelled to provide special events coverage.
- (b) Whilst there is no exhaustive list of all the requirements for which the Service may wish to utilise "special events coverage", the parties agree that such requirement would typically be for special events and sporting fixtures such as public holiday celebrations, athletic events, Mardi Gras, local shows, VIP visits, sporting events, disaster exercises, public relations activities and local expositions. This clause will not be used for training, including SCAT and rescue training.
- (c) An employee who is scheduled to provide special events coverage will be compensated by payment at his or her ordinary hourly rate for the hours worked plus the appropriate penalty rates prescribed in clause 27, Penalty Rates for Shift Work and Weekend Work, in lieu of payment at overtime rates.
- (d) Special events coverage shifts shall be between four and 12 hours in duration with a minimum payment of two hours in the event of cancellation on the day.

For the purposes of assessing an employee's eligibility for payment, each day shall stand alone.

- (e) Time worked as special events coverage shall stand alone and shall not be regarded as time worked for the calculation of hours of duty, annual leave, long service leave or any other provision contained within this Award.
- (f) There shall be an equitable distribution (between employees) of special events coverage both in terms of the allocation of work amongst those employees offering their services and in terms of Saturday and Sunday work.

17B. Non-Operational Activity

- (a) Employees will not be compelled to provide non-operational activity coverage.
- (b) Whilst there is no exhaustive list of all activities that may be regarded as "non-operational activities", the parties agree that examples of such activities would be: attendance at Divisional Clinical Quality Committees; Occupational Health and Safety Committees; attendance for members of Service approved committees/workgroups and representing the Service at authorised community or local Government meetings where attendance of duty personnel is not possible.
- (c) Non-operational activity does not include attendance at training schools, compliance with Certificate to Practice (CTP) activities/requirements nor union activities.
- (d) Employees who participate in non-operational activities will be compensated by payment at their ordinary hourly rate for the hours worked. In addition, employees will be paid two hours for travel time

(covering travel to and from the activity). In the case of rural employees, specific approval for the quantum of travel time will be agreed prior to approval being finalised. Accumulation of hours worked in these activities is not allowed. Payment for the approved activities will be made in the next available pay period.

- (e) Time worked as non-operational activity(s) shall stand alone and shall not be regarded as time worked for the calculation of hours of duty, annual leave, long service leave or any other provision contained within this Award.

18. Salary Sacrifice to Superannuation

- (a) Notwithstanding the salaries prescribed in clause 11 Wages as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the wages clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 19, Salary Packaging, of this Award may be made up to one hundred per cent of the salary payable under the wages clause, or up to one hundred per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (b) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (c) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (i) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (ii) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (iii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant Award or any applicable Award, Act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this Award.
- (d) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (ii) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (e) Where an employee elects to salary sacrifice in terms of subclause (d) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (f) Where the employee is a member of a superannuation scheme established under:
 - (i) the *Police Regulation (Superannuation) Act 1906*;

- (ii) the *Superannuation Act 1916*;
- (iii) the *State Authorities Superannuation Act 1987*;
- (iv) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (v) the *First State Superannuation Act 1992*.

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (a) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (g) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (f) above, the employer will continue to base contributions to that fund on the salary payable under clause 11 Wages, to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

19. Salary Packaging

- (a) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual PD2018_044, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

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

- (b) Where an employee elects to package an amount of salary:
 - (i) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (ii) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
 - (iii) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in clause 11 Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (d) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000.

Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.

- (e) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (f) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual PD2018_044, as amended from time to time.
- (g) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (h) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.

The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual PD2018_044 as amended from time to time.

SECTION 4 - HOURS OF WORK

20. Hours of Duty

- (a) This clause is to be read in conjunction with clause 20A Evaluation and Transition to New Roster Arrangements and clause 20B Evaluation and Transition to Crib Break Arrangements.
- (b) The ordinary hours of duty shall be:
 - (i) An average of 38 per week, to be worked in shifts of eight hours duration on no more than 19 days per 28 day period. Shift workers shall be free from duty for not less than two full days in each working week or four full days in each two working weeks, unless otherwise agreed between the parties.
 - (ii) Where work is performed in Control Centres, or on a modified hours roster in Ambulance Stations by Operational Staff, the maximum length of a shift shall not exceed 12 hours and 15 minutes. For all other staff, the maximum length of a shift shall not exceed 12 hours. The average of 38 hours per week to be calculated over the modified hour roster cycle.
- (c) Officers working a modified roster of 12 hour or 12 hours and 15 minute shifts will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties. Officers working shifts of less than 12 hours duration shall have one paid 30 minute crib break to be taken between the fourth and seventh hour unless otherwise agreed between the parties.
- (d) Officers who, due to operational requirements, are unable to take their paid crib break within the prescribed times, or whose crib break is not completed, shall receive an additional payment of one hour at ordinary time rates.
- (e) Subclauses (c) and (d) do not apply to officers in the Control Centres. Such officers will continue to work shifts and meal/crib breaks in accordance with their modified roster provisions.

20A. Evaluation and Transition to New Roster Arrangements

Sydney and Central Coast

- (a) An evaluation and implementation program for new roster arrangements will be conducted under the auspices of the Industrial Relations Commission. Use of the existing rosters will not attract penalty payments, such as overtime, that may otherwise arise from the reduction in the maximum shift length prescribed in clause 20.
- (b) In developing the rosters, regard will be had to any pressing personal circumstances of employees, such as child care arrangements.

Other than Sydney and Central Coast

- (c) A transitional arrangement will apply in the stations not covered in (a) until new rosters are developed in consultation between employees, the Service and the Union. During the transitional arrangement the agreed existing rosters will continue to apply until new rosters are implemented. Where the shift length is 12 hours or more, officers will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties. Use of the existing rosters will not attract penalty payments, such as overtime, that may otherwise arise from the reduction in the maximum shift length prescribed in clause 20.

20B. Evaluation and Transition to Crib Break Arrangements - Sydney and Central Coast

- (a) The existing one hour unpaid meal break provisions will continue to apply until new rosters are implemented. Also, any modified meal break provisions agreed between the parties will continue to apply until new rosters are implemented. If these modified arrangements currently provide for meal penalties, such penalties will be in accordance with (e) below.
- (b) The extension of shift overtime payment for a missed or partially missed unpaid meal break will continue to be available until the paid crib break provision is introduced. This payment will not be subject to the phasing described in (e). This payment will cease when rosters incorporate paid crib breaks.
- (c) The penalty for a missed or incomplete meal break will be phased out as described below to ultimately be in accordance with the penalty for a missed or incomplete crib break as prescribed in clause 20.
- (d) The penalty for a missed or incomplete meal break is based upon the penalty prescribed in the previous Award at clause 10(b) and (c) i.e.:

"(b) Employees working shifts that incorporate a meal break shall be allowed a meal break of not less than one hour no later than four hours nor more than six hours from the starting time of shifts unless otherwise agreed between the parties. In respect of shifts of eight hour and nine hour duration, which include a one-hour meal break, employees shall be given the one hour meal break, not less than four nor more than five and one half hours from the starting time of shifts unless otherwise agreed between the parties.

- (c) Employees working shifts that incorporate a meal break who are recalled to duty from their meal break shall be paid in respect of the first call out, one hour at ordinary rates and in respect of any subsequent call out, ordinary rates extra for the time so worked; provided, that the subsequent call out occurs prior to him or her having completed the meal break. At the beginning of the seventh hour, the meal is considered to have commenced and one hour's penalty at ordinary rates is to be paid for the first case. Subsequent cases referred to in the subclause will attract ordinary time extra until the full meal break has been taken.

This penalty shall also apply where an employee is sent to his or her meal prior to the completion of the fourth hour. This provision will not apply to employees on night shift although the appropriate meal break, in accordance with the provisions contained in subclause (b) of this clause, shall be given unless otherwise agreed between the parties."

- (e) The prescribed penalty in (d) above will be reduced as follows:
 - (i) By 25% between the 12 September 2008 to 5 December 2008
 - (ii) By a further 25% between 5 December 2008 to 16 January 2009 - (a total reduction of 50%).
 - (iii) By a further 25% between 16 January 2009 to 27 February 2009 - (a total reduction of 75%)
- (f) Employees participating in the roster evaluation in 20A(a)(ii) will be paid either the amount prescribed in 20B(e) or the historical average of the allowance paid for the particular group of employees, whichever is the greater. The historical average is based on payments made to employees in the relevant dispatch board over the six months ending 12 September 2008. The reconciliation will correspond with the pay period.
- (g) From 27 February 2009, the penalty for a missed or incomplete meal break will be at the rate prescribed in 20(d) above.

21. Allocated Days Off

- (a)
 - (i) Employees who work on a roster other than a modified hours roster shall have their hours arranged to include a proportion of one hour (such proportion will be on the basis of 0.4 of one hour for each eight-hour shift worked) which shall accumulate towards the employees allocated day off duty on pay.
 - (ii) Unless otherwise agreed between the parties, each day worker, subject to paragraph (i) of this subclause, shall be free from duty for not less than two full days in each working week and at least one allocated day off in each 28-day period.
 - (iii) Unless otherwise agreed between the parties, each shift worker, subject to paragraph (i) of this subclause, shall be free from duty for not less than two full days in each week or four full days in each two working weeks and at least one allocated day off in each 28- day period, unless otherwise agreed between the Service and the employee.
 - (iv) The employee's allocated day off duty prescribed in paragraph (i) of this subclause shall be determined by mutual agreement between the Service and the employee, having regard to the needs of the Service. Where practicable, such allocated day off duty shall be consecutive with the employee's other days off duty.
 - (v) Once set, the allocated day off duty may not be changed in a current roster cycle unless there are genuine unforeseen circumstances prevailing or by mutual agreement between the Service and the employee. Where these circumstances exist and the allocated day off is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
 - (vi) There shall be no accrual of credit towards an allocated day off for the first four weeks of ordinary annual leave taken in accordance with clause 29, Annual Leave. However, where an employee has accumulated sufficient time to take his or her allocated day off duty prior to entering on annual leave, and that day would have been taken if the employee had not gone on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave.
 - (vii) Where an employee has not accumulated sufficient time for an allocated day off prior to entering on annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the employee's return to duty.

- (viii) An employee entitled to allocated days off duty in accordance with subclause (a) of this clause shall continue to accumulate credit towards his or her allocated day off duty whilst on sick leave. Where an employee's allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (ix) Where an employee's allocated day off duty falls due during a period of workers' compensation, the employee, on returning to duty, shall be given the next allocated day off duty in sequence, irrespective of whether sufficient credit has been accumulated or not.
- (x) Where a day worker's allocated day off falls on a public holiday as prescribed by clause 28, Public Holidays, the employee shall be given the option of taking the next working day off as rostered or substituting another day in lieu thereof by mutual agreement with the Service.
- (xi) Where a shift worker's allocated day off falls on a special or additional public holiday, he or she shall be paid an additional day or half day's pay, as the case may be, at ordinary rates.

22. Roster of Hours

- (a) The ordinary hours of duty prescribed by clause 20, Hours of Duty, shall be worked according to rosters which shall be exhibited at least 7 calendar days before the commencement date of the roster and shall show the hours of duty for the agreed roster period or 28 days whichever is the greater. Casual employees are not subject to this clause.
- (b) In exceptional circumstances, arising from additional work demands or unplanned absences of other employees, the roster may be changed with 7 days' notice. In so doing, due regard will be had to the family and carers commitments of employees affected.
- (c) Work will be performed by the most efficient means. To achieve this, the Service will deploy skills based on operational needs and case priority. This will include the deployment of officers to meet operational needs. Efficient deployment may require an officer to report for duty at another work location within the shift or roster. Deployment to another station within the roster will only occur within reasonable travelling distance (having regard to the circumstances of each case).
- (d) The parties agree that there will be no forced transfers as a result of the implementation of subclause (c) of this clause.
- (e)
 - (i) There shall be a minimum break of ten hours between shifts, except in case of an emergency or agreement between the Service and the employee.
 - (ii) However, an employee who works so much overtime after the completion of their shift on any day that results in less than eight consecutive hours off duty before the commencement of their next shift will be released after the completion of such overtime until they have had eight consecutive hours off duty, with no loss of pay for ordinary working time occurring due to such absences.
- (f) Subject to compliance with subclause (a) and (b) of this clause, the roster of an employee may only be altered by mutual agreement between the parties.
- (g) Employees may arrange for shift changes with the following provisos:
 - (i) Where the Service's prior consent is given to swap a shift, the employee working the shift shall record the working of that shift on his or her time sheet with payment made accordingly.
 - (ii) Shift swaps should only occur on the basis that each employee maintains an average of 38 hours per week.

- (iii) Where a shift is to be paid back it shall be done in the current agreed roster period or, where this is not practical, within the following agreed roster period, or in a future roster period approved by the Service.
- (h)
- (i) A day off duty for employees working a roster other than a modified hours roster shall be 24 hours plus a minimum 6 hours between the shifts.
 - (ii) A day off duty for employees working a modified hours roster shall be 24 hours.
 - (iii) Where an employee's normal rostered day off is cancelled by the Service, he or she shall be paid at overtime rates unless otherwise agreed between the parties.
- (i) Where an employee is rostered to an allocated day off, that day off is to be shown on the roster.
- (j) The rosters of shift workers shall provide for an equitable distribution of Saturday and Sunday work between employees working the same roster.
- (k) The parties agree that changes to rosters that will significantly affect employees and/or that where a new branch station is opened there will be genuine consultation between the parties.

23. Employees on Call

- (a)
- (i) Time on call means time during which an employee who is rostered off duty is required to hold himself or herself in readiness to answer a call. In any one day where an employee answers telephone calls when not on call, he or she is to be paid for one hour at ordinary rates of pay.
 - (ii) The provisions for employees recalled to work are contained in this clause. A recall under this clause shall not be treated as overtime for any other purpose and shall not be treated as time worked for the purposes of clause 22 Roster of Hours.
 - (iii) Whilst no provision is made as to freedom from on call, it is the intention of the parties that employees should be free from call, as far as practicable, on at least 14 days in each roster cycle of 28 days. However if required by the employer, and with the agreement of the employee, an employee can be on call in excess of 14 days in each roster cycle of 28 days. In such circumstance, the employee shall receive the daily on call allowance for each such additional episode.
 - (iv) The parties will review any situation where an employee is required to be consistently on call in excess of 14 days in each 28-day cycle.
 - (v) A period of on call is to be regarded as commencing at the completion of duty on one rostered shift to the commencement of duty on the next rostered shift.
 - (vi) Employees shall not be required to be on call during any part of a rostered day off duty, i.e. from the end of the shift before the rostered period off duty and the commencement of the shift after the rostered period off duty.
- (b)
- (i) Time on call shall not be counted as time worked unless an employee is called to duty, in which case the employee shall be paid for a minimum of four hours at overtime rates for each time he or she is recalled; provided that where a second or subsequent call is received by an employee whilst he or she is still performing duties associated with the first call, he or she shall attend the second or subsequent call without additional payment, unless the total time exceeds four hours, in which case payment shall be made for the actual time worked at overtime rates.

- (ii) Where an employee is on-call and is recalled to duty and such recall merges with the employee's normal commencing time, such work shall attract overtime for the actual time worked and not a call out.
 - (iii) A call out shall be deemed to commence at the time the employee is tasked by the Control Centre and shall be deemed to be complete when all duties associated with the case/s are complete.
- (c) Where an employee who is on call is called out for duty which in total involves 4 hours or more actual work within 8 hours of the scheduled commencement of their next rostered shift, he or she shall be entitled to exercise the Rest Options provision of the Service's Fatigue Management Standard Operating Policy.
- (d) An employee who is not on call shall only be recalled to duty with the employee's agreement.
- Such a recall is subject to the same provisions as recalls performed when an employee is on call.
- (e) The provision of paragraph (i) of subclause (b) of this clause shall not apply to employees attached to One-Officer Branch Stations or to employees supplied with quarters as set out in subclause (b) of clause 38 Accommodation, who are recalled to duty but not required to leave the station, in which case, the employee shall be paid for the actual period or periods of duty in any one day a minimum of two hours at overtime rates.
- (f)
- (i) The weekly on-call allowance as set out in Item 4 of Table 2A - Allowances, of Part B, Monetary rates, shall apply in the following circumstances:
 - (1) Employees required by the Service to be on call on a roster other than a modified hours roster;
 - (2) Employees employed on or before 31 July 1988 who are required by the Service to be on call; or
 - (3) Employees who are required by the Service to be on call as part of a modified hours roster where the weekly on call allowance applies by agreement between the parties.
 - (ii) The daily on-call allowance as set out in Item 3 of the said Table 2A, Allowances of Section 8 - Monetary Rates shall apply in all other circumstances where an employee is required by the Service to be on call.
 - (iii) The provisions of paragraphs (i) and (ii) of this subclause shall not apply to resident employees in One-Officer Branch Stations, as defined in subclause (a) of clause 38, Accommodation.
 - (iv) Payment of the on-call allowance shall not apply during periods of Annual Leave or Long Service Leave.
- (g) If an employee who is rostered on call is required to respond to a call, he or she shall be reimbursed actual fares or expenses incurred in travelling to and from work, unless a service vehicle is provided for this purpose.
- (h) If an employee rostered on call is required to use his or her own motor vehicle, then he or she shall be paid the specified journey rate as prescribed by clause 5.1.3 of the NSW Health Policy Directive PD2016_010, Official Travel as amended from time to time, for all kilometres travelled.

24. Overtime

- (a) Subject to clause 23, Employees On Call, all time worked in excess of the rostered hours on any one day shall be paid for at the rate of time and one-half for the first two hours and thereafter at the rate of

double time, provided that overtime worked on a Public Holiday shall be paid for at the rate of double time and one-half.

- (b) Overtime shall be computed on the wages prescribed by Tables 1A and 1B in Section 8 - Monetary Rates, and the allowance prescribed by clause 23, Employees On Call, as compensation for time on-call shall be disregarded.
- (c) Employees shall, when required, work reasonable levels of overtime to meet the needs of the Service.
- (d) Should an employee be required to work overtime for more than two hours before his or her normal commencing time, or after his or her normal ceasing time, he or she shall be paid a meal allowance as set out in Item 11 of Table 2A - Allowances of Section 8 - Monetary Rates, and shall be paid such allowance after every subsequent four hours of overtime worked.
- (e) Where an employee is required to work a complete overtime shift, he or she shall be given the appropriate meal break for that shift. However, the meal penalty provision of subclause (b) of clause 20, Hours of Duty, shall not apply.
- (f) For the purposes of assessing overtime, each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

25. Reasonable Hours

- (a) Subject to subclause (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of subclause (b) what is reasonable or otherwise will be determined having regard to:
 - (i) Any risk to employee health and safety.
 - (ii) The employee's personal circumstances including any family and carer responsibilities.
 - (iii) The needs of the workplace or enterprise.
 - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) Any other relevant matter.

26. Time Off in Lieu of Overtime

- (a) The parties agree that an employee who is required to work overtime outside normal rostered hours may be compensated by way of time off in lieu of payment for the overtime.
- (b) This clause is subject to the following:
 - (i) Time off in lieu of overtime shall be in amounts equal to the period of overtime worked;
 - (ii) Time off in lieu of overtime must be taken within three months of the overtime being worked;
 - (iii) Where it is not possible for an employee to take time off in lieu of overtime within the three-month period, it is to be paid out at the appropriate overtime rate based on the rate of pay applying at the time payment is made;

- (iv) The option of taking time off in lieu of overtime is subject to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service may be permitted to take time off in lieu of overtime but employees working in other locations and settings within the Service may not.
- (v) Employees cannot be compelled to take time off in lieu of overtime;
- (vi) Records of time off in lieu of overtime owing to employees and taken by employees must be maintained by the Service;
- (vii) Time off in lieu of overtime shall be taken at a time which is mutually agreed to by the Service and the employee;
- (viii) No more than 38hrs of time off in lieu of overtime can be accumulated by an employee.
- (ix) In making overtime available to employees the Service will not discriminate between those employees who elect to take time off in lieu of overtime in preference to those employees who elect to be paid for overtime in accordance with clause 23, Employees On Call, and/or clause 24, Overtime.

27. Penalty Rates for Shift Work and Weekend Work

- (a) Employees working afternoon or night shifts shall be paid the following percentage in addition to the ordinary rate for such shift:
 - (i) Afternoon shift commencing at or after 10.00 a.m. and before 1.00 p.m. - 10 per cent.
 - (ii) Afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m. - 12.5 per cent.
 - (iii) Night shift commencing at or after 4.00 p.m. and before 4.00 a.m. - 15 per cent.
 - (iv) Night shift commencing at or after 4.00 a.m. and before 6.00 a.m. - 10 per cent.
 - (v) The additional payments prescribed under this subclause shall not form part of the employee's ordinary pay for the purpose of this Award.
- (b) Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight Friday and midnight on Saturday at the rate of time and one-half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three-quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (a) of this clause.
- (c) Employees who work overtime on Saturdays and Sundays shall be paid time and one half for the first two hours then at double time at the appropriate rate prescribed herein.
- (d) The provisions of this clause shall not apply to work performed on a public holiday or special public holiday.

28. Public Holidays

- (a) For the purpose of this clause, the following shall be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day and Boxing Day and any other standard public holiday declared under section 4 of part 2 of the *Public Holidays Act 2010*.

- (b)
- (i) An employee to whom subparagraph (1) and (2) of subclause (a) of clause 29, Annual Leave, applies and who is required to and does work on a public holiday or a special public holiday shall be paid for the time actually worked on such holiday at the rate of double time and a half.
 - (ii) An employee to whom subparagraph (3) and (4) of subclause (a) of the said clause 29 applies and who is required to and does work on a public holiday shall be paid in addition to the appropriate ordinary weekly rate of pay prescribed Table 1A and 1B Section 8 - Monetary Rates, at the rate of one half time extra for the rostered time actually worked on such public holiday.
 - (iii) For the purpose of paragraphs (i) and (ii) of this subclause, the hourly rate of pay shall be one thirty-eighth of the appropriate ordinary weekly rate of pay prescribed in the said Wages Tables in Section 8 - Monetary Rates.
- (c) Special holidays proclaimed for any city or town are to be granted or equivalent payment made in lieu thereof to employees, either day workers or shift workers, employed in stations located in such city or town. Equivalent payment means double time and one-half.

Where a shift worker's rostered day off falls due on such day, he or she shall be paid, in addition to his appropriate weekly rate of pay, an extra day or half days pay at ordinary rates, whichever is applicable.

- (d) In addition to those public holidays specified in subclause (a) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date determined by the Service to be taken in the Christmas New Year period, or other suitable period as agreed between the Service and the Union and shall be regarded for all purposes of this clause as any other public holiday.

Where a shift worker's rostered day off or annual leave falls due on such a day, he or she shall be paid, in addition to his or her appropriate weekly rate of pay, an extra days pay at ordinary rates.

The foregoing will not apply in areas where, in each year, a day, in addition to the ten named public holidays specified in subclause (a) is proclaimed and observed as a public holiday and will not apply in areas where, in each year, at least two half days, in addition to the ten named public holidays specified in subclause (a) are proclaimed and observed as half public holidays.

Provided further, that in areas where, in each year, only one half day, in addition to the ten named public holidays specified in subclause (a) is proclaimed and observed as a half public holiday for the purposes of this Award, the whole day will be regarded as a public holiday and no additional public holiday will be observed which would otherwise apply as a result of this subclause.

SECTION 5 - LEAVE ENTITLEMENTS

29. Annual Leave

- (a) Annual Leave shall be granted on completion of each 12 months service as follows:
- (i) Day Worker (as defined in clause 4, Definitions) - four weeks leave on full pay.
 - (ii) Shift Worker (as defined in clause 4, Definitions) but who is not required to work public holidays - five weeks leave on full pay.
 - (iii) Shift Worker (as defined in clause 4, Definitions) who has not been required to successfully complete the requirements for appointment to a Paramedic position - five weeks leave with seven weeks pay.
 - (iv) Shift Worker (as defined in clause 4, Definitions) who has or is required to successfully complete the requirements for appointment to a Paramedic position - six weeks leave with eight weeks pay. (The leave entitlement in this sub-paragraph commenced accrual on 4 February 2002)

- (b) In the event that an employee's employment has changed from a seven day per week basis to a Monday to Friday basis or vice versa, than annual leave shall be calculated on a pro rata basis.
- (c) It is admitted by the parties that two weeks' pay has been provided to those employees to whom paragraph (iii) and (iv) of subclause (a) of this clause applies in lieu of and in consideration of public holidays being worked by such employees or which have occurred on a rostered day off.
- (d) To the leave prescribed by paragraph (1) of subclause (a) of this clause, there shall be added one working day for each public holiday or special public holiday or one half working day for each half public holiday or special half public holiday which occurs during a period of annual leave.
- (e)
 - (i) Once an employee becomes entitled to annual leave (i.e. after the initial 12 month period of employment has occurred) annual leave will be taken biannually in two separate periods of three weeks duration. Provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months. Providing further that, with the agreement of the Service, an employee may take their annual leave in one period of 6 weeks duration.
 - (ii) Annual leave shall be granted on a rotating roster basis, provided that such rotation complies with paragraph (i) of this subclause.
 - (iii) Nothing in this subclause shall prevent the Service, by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this paragraph shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
 - (iv) At least six months' notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take his or her normal leave at a specified time and that time is thereafter altered by the Service, the employee shall be reimbursed any actual losses which result to him or her to the extent to which deposits paid for travel and/or accommodation are not refunded.
 - (v) Employees may exchange/split annual leave by mutual arrangements with the approval of the Service, provided that such exchange complies with paragraph (i) of this subclause.
- (f) Each employee before going on annual leave shall be paid for the period of the leave at the ordinary rate of wage to which he or she is entitled under this Award and such payment shall be made before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay the employee's annual leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- (h) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this Award.
- (i) Credit of time towards an allocated day off duty as prescribed in clause 21, Allocated Days Off, shall not accrue when an employee is absent during their four weeks annual leave as provided for under the terms of the *Annual Holidays Act 1944*. However, employees entitled to allocated days off duty in accordance with the said clause 21 shall accrue credit towards an allocated day off duty in respect to any additional periods of annual leave which is granted to employees in excess of the abovementioned four weeks.

30. Annual Leave Loading

- (a) Employees who, under the *Annual Holidays Act 1944*, become entitled to annual leave under this clause shall be paid in respect of such leave an annual leave loading of 17.5 per cent of the appropriate ordinary weekly rate of pay prescribed by clause 11 Wages, for the classification in which the employee was employed immediately before commencing his or her annual leave. The 17.5 per cent annual leave loading will apply only to the payments associated with actual periods of annual leave as per clause 29 (a)(1)-(4) and provided further that in no instance is the calculated amount to exceed \$1,112.30.
- (b) Such loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this Award.
- (c) No loading is payable where the annual leave is taken wholly or partly in advance; provided, however, that if the employment of such an employee continues until the day upon which he would have become entitled under this clause to such annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with the rate of wages applicable on such day.
- (d) Where the employment of an employee is terminated by the Service for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of the annual leave to which he or is entitled, he or she shall be paid the loading provided for in subclause (a) of this clause for the period not taken.
- (e) Except as provided by subclause (d) of this clause, no loading is payable on the termination of an employee's employment.
- (f) Where a shift worker is given and takes annual leave, he or she shall be paid the loading set out in subclause (a) of this clause; provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special public holiday) which the employee would have worked during the period of leave exceeds the loading calculated in accordance with subclause (a), then that amount shall be paid to the employee in lieu of the loading.
- (g) The annual leave loading or the shift penalties, whichever is appropriate, shall be paid before the employee commences annual leave.
- (h) Notwithstanding the provisions of subclause (g) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay the employee's annual leave loading or shift penalties on a fortnightly basis which coincides with the normal fortnightly pay period.

31. Family and Community Services Leave and Personal/Carer's Leave

Employees shall be granted family and community services leave and personal/carer's leave in accordance with the provisions of the NSW Health Policy Directive PD2019_010, Leave Matters for the NSW Health Service, as amended or replaced from time to time.

31A. Family Violence Leave

- (i) For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities

directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.

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

32. Maternity, Adoption and Parental Leave

This clause is to be read in conjunction with the Maternity, Adoption and Parental Leave provisions of the NSW Health Policy Directive PD2019_010, Leave Matters for the NSW Health Service, as amended or replaced from time to time.

A. Maternity Leave

(a) Eligibility for Paid Maternity Leave

(i) Full-time employees

Female employees who prior to the expected date of birth, have completed at least forty (40) weeks continuous service (of not less than 31.25 hours per week) are eligible for paid maternity leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged on a permanent part-time basis as defined by their Award. Female employees employed on this basis are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service.

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

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements to Paid Maternity Leave

- (i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.
- (ii) Paid maternity leave may be paid: on a normal fortnightly basis; or in advance in a lump sum; or at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.
- (ii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(c) Entitlements to Unpaid Maternity Leave

- (i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.
- (ii) Full-time or permanent part-time female employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(d) Applications for Maternity Leave

- (i) An employee who intends to proceed on maternity leave should formally notify their Operations Manager/Control Centre Manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:
 - (1) The intention to proceed on maternity leave;
 - (2) The expected date of birth certified by a medical practitioner;
 - (3) The period of leave to be taken;
 - (4) The date on which maternity leave is to commence;
 - (5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought.
 - (6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at subclause (a)(i) of Part D of this clause.

(e) Applications for Further Maternity Leave

- (i) Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.
- (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (c)(i) of Part A of this clause or subclause (a)(ii) of Part D of this clause is

entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

- (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part-time basis as provided under subclause (a)(iii) of Part D of this clause is entitled to be paid at their substantive full-time rate for the subsequent period of maternity leave.
- (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part-time basis under subclause (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part-time rate.

(f) Variations of Maternity Leave

After commencing maternity leave, an employee may vary the period of her maternity leave -

- (i) once without the consent of the Service, but with a minimum of fourteen (14) days' notice in writing; and
- (ii) otherwise with the consent of the Service, with a minimum of fourteen (14) days' notice in writing.

However, more advanced notice is encouraged, especially for uniformed staff because of roster arrangements.

(g) Staffing Provisions

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

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

- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the employee has completed ten years' service and the period of unpaid maternity leave is less than six months).
- (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
- (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.
- (iv) When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.
- (v) Except in the case of employees who have completed ten (10) years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the

employee has completed ten (10) years' service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.

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

(i) Illness Associated with Pregnancy

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

- (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.

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

An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.

(k) Stillbirth

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

(l) Miscarriage

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

(m) Fitness to Continue Working During Pregnancy and Alternative Work

- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.

- (ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily to perform, until maternity leave commences. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

- (iii) Pregnant Ambulance Officers and Patient Transport Officers may take up their entitlement to alternative duties at any time during their pregnancy if their medical condition determines they are unable to carry out normal duties.

(n) Medical Certificate Requirement

In the case of Ambulance Officers and Patient Transport Officers a medical certificate must be provided at 24 weeks gestation to their supervisor, confirming fitness and ability to continue working in normal duties.

(o) Right to Return to Previous Position

- (i) An employee who returns to work after maternity leave has a right to return to her former position.
- (ii) Where this position no longer exists, the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable and/or qualified.

(p) Portability of Service for Paid Maternity Leave

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

- (i) service was on a full-time or permanent part-time (as specified) basis;
- (ii) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (iii) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer. (There may be a break in service of up to 2 months before commencing duty with the new employer, provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

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

B. Adoption Leave

(a) Eligibility for Adoption Leave

- (i) All full-time and permanent part-time employees who are adopting a child and are to be the primary care giver of the child are entitled to unpaid adoption leave.
- (ii) Employees who are adopting a child and are to be the primary care giver of the child are entitled to paid adoption leave as follows:

Full-time employees

Employees who, prior to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for paid adoption leave.

Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid adoption leave after forty (40) weeks continuous service.

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

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.
- (b) Entitlements
- (i) Paid Adoption Leave

Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay. This leave may commence from the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

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

Eligible employees are entitled to unpaid adoption leave as follows:

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

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (c) Applications for Adoption Leave
- (i) Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave, normally 8 weeks prior. This will allow arrangements associated with the adoption leave to be made.
 - (ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/ employee is to have custody and the expected date of placement of the child.
- (d) Applications for Further Adoption Leave Same provisions as maternity leave.
- (e) Variations of Adoption Leave

Same provisions as maternity leave.
 - (f) Staffing Provisions

Same provisions as maternity leave.
 - (g) Effect of Adoption Leave on Accrual of Leave, Increments, etc.

Same provisions as maternity leave.

(h) Right to Return to Previous Position

Same provisions as maternity leave.

(i) Portability of Service for Paid Adoption Leave

Same provisions as maternity leave.

C. Parental Leave

(a) Eligibility for Parental Leave

(i) Full-time employees

Employees who, prior to the expected date of birth or to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for parental leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.

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

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements

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

(i) An unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave).

(ii) The entitlement of one week's paid leave may be taken at any time within the 52 week period and shall be paid:

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

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

(iii) A further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).

- (iv) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at subclause (a)(i) of Part D of this clause.

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

(c) Applications for Parental Leave

- (i) An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.
- (ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end the period of leave. It is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (iii) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

if applicable, the period of any maternity leave sought or taken by his spouse, and that they are seeking the period of extended parental leave to become the primary caregiver of the child.

(d) Variations of Parental Leave

Same provisions as maternity leave.

(e) Staffing Provisions

Same provisions as maternity leave.

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

Same provisions as maternity leave.

(g) Right to Return to Previous Position

Same provisions as maternity leave.

(h) Portability of Service for Paid Parental Leave

Same provisions as maternity leave.

D. Right to Request

- (a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;

- (iii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and the employer's decision made under subclauses (a)(ii) and (a)(iii) of this Part must be recorded in writing.
- (d) Where an employee wishes to make a request under subclause (a)(iii) of this Part:
 - (i) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work;
 - (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given
 - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours, that is for long service leave the period of service is to be converted to the full-time equivalent and accredited accordingly.

E. Communication During Leave

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

32A. Lactation Breaks

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

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

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

33. Study Leave

Employees shall be granted Study leave on such terms and conditions prescribed by the NSW Health Policy Directive PD2019_010, Leave Matters for the NSW Health Service, as amended or replaced from time to time.

34. Trade Union Leave

Employees shall be granted trade union leave on such terms and conditions prescribed by the NSW Health Policy Directive PD2019_010, Leave Matters for the NSW Health Service, as amended or replaced from time to time.

35. Long Service Leave

- (a) Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to employees employed under the provisions of the Government Sector Employment Act 2013, and the regulations made thereunder, as amended from time to time. This includes the taking of long service leave on half pay.
- (b) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.
- (c) An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence, irrespective of whether sufficient credits have been accumulated or not.

36. Sick Leave

- (a) If the Service is satisfied that an employee is unable to perform his or her duties on account of illness, not attributable to the employee's misconduct, it shall grant to such employee leave of absence on full pay for a period or periods as follows:
 - (i) All employees shall be entitled to sick leave for a period or periods not exceeding in the aggregate 114 hours in any period of 12 months.
 - (ii) Sick leave hours will be deducted at a rate equal to the length of the shift for which the employee was rostered i.e. sick leave hours will be deducted for the equivalent number of ordinary hours that would otherwise have been worked.
 - (iii) In the event of an employee not taking the full period of 114 hours in any period of 12 months, the untaken period of such leave shall accumulate.

A maximum of 76 hours of the untaken hours in each period of 12 months shall accumulate in respect of available sick leave which accumulated prior to 20 June 1980.

- (iv) Periods of less than 38 hours shall not be re-credited to employees who are sick whilst on annual leave or long service leave.
- (b) The Service shall not, with the sole object of avoiding obligations under this clause, terminate the services of an employee who is unable to perform his or her duties on account of illness and who is entitled to sick leave under this clause.
- (c) The employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four hours but in any case no less than one hour before the commencement time of duty and inform the Service, as far as possible, the estimated duration of same.
- (d) All periods of sickness shall be certified by a legally qualified medical practitioner, provided however, that the Service may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where, in the Services opinion, circumstances are such as not to warrant such requirements.
- (e) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, the Service shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received, as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full-time hours. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (f) Any accumulation of sick leave standing to the credit of an employee as at 6 February 1998 shall be added to the leave which is accumulated pursuant to paragraph (ii) of subclause (a) of this clause.

SECTION 6 -MISCELLANEOUS

37. Uniforms

- (a)
 - (i) The Service shall provide each new employee with sufficient, suitable and serviceable uniforms.
 - (ii) The Service will provide uniforms in accordance with its Uniform Policy, as amended or replaced from time to time. Any change to the policy will be the subject of consultation.
 - (iii) Uniforms provided shall be replaced by the Service upon condemnation in equivalent numbers.
 - (iv) The Service shall provide any other special clothing which the Service requires an employee to wear.
 - (v) Articles of uniform and special clothing issued under paragraphs (i) and (iv) of this subclause remain the property of the Service and shall be returned by the employee upon request by the Service.
- (b) Any request for uniform replacement by the Service or an employee will not be unreasonably refused.
- (c) Employees required to wear a uniform shall be paid a laundry allowance as prescribed in Item 13 of Table 2A of Section 8 Monetary Rates.

38. Accommodation

- (a) One-Officer Branch Stations - As compensation for time on-call, employees shall be given accommodation rent free and shall be supplied, without charge, with fuel and light. The on-call allowance as set out in paragraph (i) and (ii) of subclause (d) of clause 23, Employees On Call, shall not apply.

Employees shall be given relief from duty for not less than two full days in each working week or four full days in each two working weeks, unless otherwise agreed between the parties, and shall be paid the maximum rate prescribed by this Award for Paramedics.

Days of relief from duty for an employee who works on a roster other than a modified hours roster may be accumulated by mutual arrangement between the employee and the Service up to a maximum of eight days. Nothing in this subclause shall be deemed to prohibit an employee in a one-officer branch station from temporarily leaving the station at times when he or she is rostered on duty or on-call after having made arrangements satisfactory to the Service for the proper carrying on by him or her of the service during the temporary absence.

- (b) Two-Officer Branch Stations - If an employee is supplied with quarters attached to an ambulance station, the maximum weekly rent shall not exceed the weekly on-call allowance specified in Item 4 of Table 2A - Allowances of Part B, Monetary Rates.
- (c) Rental for all other employees will be subject to such terms and conditions prescribed by the Ministry's Policy Directive PD2009_061 Accommodation - Health Owned - Consideration of Rental/Market Rental Assistance Grant, as updated or replaced from time to time.
- (d) Where an employee is provided with accommodation and is transferred or resigns, he or she shall be given not less than four weeks' notice to vacate such accommodation, such notice to take effect from the date of notification of transfer or resignation.

39. Lockers and Showers

- (a) The Service shall provide for the use of the employees hot and cold showers and washbasins and for each employee a locker with suitable hanging facilities. Lavatory accommodation, when situated in shower or locker rooms, shall be effectively partitioned there from.
- (b) Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an employee of the Service appointed by the Chief Executive, or his or her nominee, and if practicable an Union Sub-Branch Officer, otherwise by any two employees of the Service, one of whom is nominated by the Union

40. Union Subscriptions

The Service agrees, subject to prior written authorisation by the employee, to deduct Union Subscriptions from the pay of the authorising employee.

41. Union Notice Boards

Each ambulance station and ambulance workplace shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.

SECTION 7 - AWARD PARAMETERS**42. Issues Resolution**

- (a) The parties must:
- (i) Use their best endeavours to cooperate in order to avoid grievances and disputes arising between the parties or between the Service and individual employee(s); and
 - (ii) Abide by the procedures set out in this clause to resolve any issue which might arise; and
 - (iii) Place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause, "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
- (i) The interpretation, application or operation of this Award; or
 - (ii) Any allegation of discrimination in employment within the meaning of the *Anti-Discrimination Act 1977* which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute, any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of that employee(s).
- (d) If the issue is not resolved within a reasonable time, it must be referred by the employee(s) immediate supervisor to his or her supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the Chief Executive (and/or his/her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods as may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, parties may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the Industrial Relations Act 1996, to the Industrial Relations Commission of New South Wales for its assistance in resolving the issue.
- (g) Unless agreed otherwise by the parties, the status quo must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
- (i) Immediately before the issue arose; or
 - (ii) Immediately before any change to those procedures or practices, which caused the issue to arise, was made.
- The Service must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (h) Throughout all the stages of these procedures, adequate records must be kept by the parties of all discussions.
- (i) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

- (j) All matters in dispute arising out of the application of this Award may be referred to a disputes committee consisting of not more than six members with equal representatives of the Service and the Union. Such committee shall have the power to investigate all matters in dispute and report to the Service and the Union, respectively, with such recommendation as it may think right and, in the event of no mutual decision being arrived at by the Committee, the matter in dispute may be referred to the Industrial Relations Commission of New South Wales.

43. Anti-Discrimination

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

NOTES -

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

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

44. Benefits Not To Be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in this Award shall, in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

45. Exemptions

- (a) On and from 25 November 1977, in respect of conditions of employment relating to meals, meal breaks, on-call, Sunday penalty rates, annual leave, annual leave loading, sick leave, Relieving other members of staff, hours, working week and the issue of shoes or boots, gauntlets or gloves for employees attached to the former Hunter Region Ambulance District (as delimited by the New South Wales Ambulance

Transport Service Board at a meeting held on 8 February 1963), reference is to be made to Determinations of the Health Commission dated 25 November 1977 and 14 December 1979.

For the purposes of this, the Hunter Ambulance District shall mean the Hunter Ambulance District as delimited by the New South Wales Ambulance Transport Service Board at a meeting held on 8 February 1963, viz:

Commencing on the coast between Munmorah Lake and Tuggerah or Budgewoi or Middle Lake, thence in a westerly direction to the northern shore of Tuggerah or Budgewoi or Middle Lake, thence by the northern shore of that Lake (including Budgewoi, Halekulani and Buff Point) to Wallarah Creek, thence in a straight line to the junction of the MacDonald River and Yengo (or Boree) Creek, thence by the MacDonald River in a northerly direction to where it joins the Wareng (or Howes Valley) Creek, thence by the Big Broken Back Range to Payne's Crossing, thence in a straight line to "Mistletoe", thence by the road to Belford Railway Station, thence by the Main Northern Railway line to Black Creek and by the road from Stanhope to Cranky Corner and then by the road to "The Pass", thence by a straight line to Mount Royal, thence in a straight line to Eccleston, thence by the road to Salisbury Gap, then on to (but excluding) Salisbury, thence by the Wallorobba Range to the Railway Gates on the North Coast Railway Line, thence by the road to Wallarobba, thence by the most direct road to where it meets the Dungog-Clarencetown Road south of Brookfield, thence by that road to the bridge over the Williams River at Clarencetown (including Clarencetown), thence by that road to a point one mile south of Limeburners Creek, thence by a straight line to Dark Point on the coast, thence by the coast to the point of commencement.

- (b) This exemption shall only apply to those employees employed as such immediately prior to 14 October 1992.

46. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

47. Area, Incidence and Duration

- (a) This Award rescinds and replaces the Operational Ambulance Officers (State) Award published 14 December 2018 (383 IG 1276), and all variations thereof.
- (b) It shall apply to all employees as defined in this Award, employed by the Ambulance Service of New South Wales, excluding the County of Yancowinna, and shall regulate the terms and conditions of employment of such employees.
- (c) This Award takes effect from 1 July 2019 and shall remain in force for a period of one year.

SECTION 8 - MONETARY RATES

Table 1A - Wages

Classification	Rates from 01/07/2019 2.5% Per week \$	Rates from first full pay period on or after (ffppoa) 01/07/2019 2.5% Per week \$
Patient Transport Officer		
Year 1	993.26	1,018.09
Year 2	1037.47	1,063.42

Trainee Paramedic		
One Salary Rate	1187.97	1,217.68
Paramedic Intern		
Year 1	1221.68	1,252.23
Year 2	1245.07	1,276.20
Paramedic		
Year 1	1325.02	1,358.16
Year 2	1420.75	1,456.28
Paramedic Specialist		
Year 1	1527.14	1,565.32
Year 2	1569.16	1,608.40
Year 3	1616.31	1,656.72
Critical Care Paramedic (Aeromedical)		
Year 1	1708.88	1,751.60
Year 2	1753.15	1,796.98
Critical Care Paramedic (Aeromedical) Team Leader		
One Salary Rate	1840.79	1,886.81
Team Leader		
One Salary Rate	1697.19	1,739.62
Station Manager		
One Salary Rate	1761.96	1,806.02
District Manager		
One Salary Rate	1826.55	1,872.21
Clinical Training Officer		
One Salary Rate	1826.55	1,872.21
Clinical / Paramedic Educator		
Year 1	2223.11	2,278.70
Year 2	2373.90	2,433.26

Table 1B - Control Centre Staff - Wages

Classification	Rates from 01/07/2019 2.5% Per week \$	Rates from first full pay period on or after 01/07/2019 2.5% Per Week \$
Ambulance Control Centre - Non Paramedic		
Trainee	1229.89	1,260.64
Year 1	1264.75	1,296.37
Year 2	1289.03	1,321.26
Ambulance Control Centre Paramedic		
Year 1	1371.34	1,405.63
Year 2	1470.87	1,507.64
Ambulance Control Centre Paramedic Specialist		
Year 1	1505.73	1,543.37
Year 2	1556.98	1,595.90
Year 3	1605.44	1,645.59
Duty Control Centre Officer		
One Salary Rate	1814.25	1,859.61
Senior Control Centre Officer		
One Salary Rate	1865.59	1,912.23
Aeromedical Control Centre Officer		
One Salary Rate	1855.24	1,901.62

Table 2A - Allowances

Item No.	Clause No.	Allowance Description	Rates from 01/07/2019 \$	Rates from first full pay period on or after 01/07/2019 2.5% \$
1	5	Specialist Allowance (per week)	47.60	48.80
2	5	Rescue (Standby) Allowance (per week)	16.40	16.80
3	23	On Call Allowance (AO) (per 24 hours))	23.00	23.60
4	23	On Call Allowance (AO) (Per week)	92.40	94.70
5	5	Ambulance Studies Certificate Allowance (current recipients only) (per week)	27.90	28.60
6	13	Climatic and Isolation Allowance (a) - ** (per week)	4.60	4.70
7	13	Climatic and Isolation Allowance (b) - /*** (per week)	9.30	9.40
8	15	Travelling Meal Allowance** (each)	30.60	30.60
9	15	Meal Away from Station ** (each)	30.60	30.60
10	15(c)(ii)	Crib Away from Station ** (each)	15.30	15.30
11	24	Overtime Meal Allowance ** (each)	30.60	30.60
13	37	Laundry Allowance ** (per week)	13.30	13.50

** This is not subject to Award wages increases.

Table 2B - Additional Allowances

Uniformed Control Centres Staff

Item No.	Clause No.	Allowance Description	Rates from 01/07/2019 \$	Rates from first full pay period on or after 01/07/2019 2.5% \$
1	5	Control Centre (Standby) (per week)	24.60	25.20
2	5	Control Centre Allowance (per week) (This Allowance is only applicable to Paramedics, Paramedic Specialists, Team Leaders, Station Managers and District Managers. Such an allowance is cumulative on other allowances paid to the employee at the time).	97.48	99.90
3	5	Duty Control Centre Officer Air Ambulance (per week) (Transitional Allowance applicable only to officers employed as Air Ambulance Co-ordination Officers as at 6 February 1998)	15.38	15.80

Table 2C - Living Away From Home Allowance

Clause No.	Allowance Description	Rates from 01/07/2019 \$	Rates from first full pay period on or after 01/07/2019 2.5% \$
16	Living Away From Home Tier 1 * (per day)	128.70	131.05
16	Living Away From Home Tier 2 * (per day)	118.95	121.15

*This is not subject to Award wages increases.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2019 of 204542)

Before Chief Commissioner Kite

24 July 2019

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	No Extra Claims
3.	Definitions
4.	Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education
4A.	Multiple Assignments
5.	Pilot Roster Projects
6.	Introduction of Change
7.	Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education
8.	Rosters
9.	Salaries
10.	Salary Sacrifice to Superannuation
11.	Leave for Matters arising from Family Violence
12.	Special Allowances
13.	Continuing Education Allowance
14.	Climatic and Isolation Allowances
15.	Penalty Rates for Shift Work and Weekend Work
16.	Fares and Expenses
17.	Special Rates and Conditions
18.	Telephone Allowance
19.	Occupational Health and Safety for Employees of Contractors and Labour Hire Businesses
20.	Mobility, Excess Fares & Travelling
21.	Car Allowance
22.	Provision of Communication Device
23.	Uniform and Laundry Allowances
24.	Higher Grade Duty
25.	Overtime
26.	Escort Duty
27.	Payment and Particulars of Salaries
28.	Registration Pending
29.	Part-time, Casual and Temporary Employees
30.	Annual Leave
31.	Annual Leave Loading

32. Family and Community Services Leave and Personal/Carers' Leave
33. Long Service Leave
34. Maternity, Adoption and Parental Leave
35. Military Leave
36. Repatriation Leave
37. Sick Leave
38. Accommodation and Board
39. Grading Committee
40. Grading of Nurse/Midwife Manager Positions
41. Deputy Directors of Nursing, Assistant Directors of Nursing
42. Proportion
43. Medical Examination of Nurses
44. Domestic Work
45. Termination of Employment
46. Labour Flexibility
47. Right of Entry
48. Disputes
49. Anti-discrimination
50. Exemptions
51. Salary Packaging
52. Deduction of Union Membership Fees
53. Staffing Arrangements
54. Trade Union Activities
55. Learning and Development Leave
56. Career Break Scheme
57. Commitments During Life of this Award
58. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

2. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

3. Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

"ADA" means the adjusted daily average of occupied beds, calculated in accordance with the following formula:

ADA = Daily Average + Neo-natal Adjustment + Non-inpatient Adjustment

Where:

$$\begin{aligned} \text{Daily Average} &= \frac{\text{Total Occupied Bed Days for the Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}} \\ \text{Neo-natal Adjustment} &= \frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}} \\ \text{Non-inpatient} &= \frac{\text{Total NIOOS Equivalents for the Period}}{10 \times \text{Number of Days in the Period}} \end{aligned}$$

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions * 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow * 3.8).

"AHPRA" means the Australian Health Practitioner Regulation Agency.

"Ambulance Service" means the Ambulance Service of NSW.

"Area Manager, Nurse/Midwife Education" - refer to Schedule 1, Nurse Managers.

"Assistant in Nursing/Midwifery" means a person, other than a registered nurse, Enrolled Nurse or Enrolled Nurse without medication qualification who is employed in nursing/midwifery duties in a public hospital or public health organisation.

"Assistant Director of Nursing/Midwifery" - refer to Schedule 1, Nurse Managers.

"Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch).

"Association delegate" means a trade union delegate accredited by the Association including but not limited to a Branch Official, Councillor or workplace representative of the Association.

"Board" means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

"Career Break Scheme" means a scheme where employees may apply for an option to defer twenty per cent of their salary for four years, and be paid this deferred salary in the fifth year.

"Clinical Nurse Educator/Clinical Midwife Educator" means a Registered Nurse/Midwife appointed to a position classified as such and who holds relevant clinical or education post registration qualifications or such education and clinical experience deemed appropriate by the employer.

The Clinical Nurse Educator/Clinical Midwife Educator is required to deliver and evaluate clinical education programs at the ward/unit level.

The Clinical Nurse Educator/Clinical Midwife Educator shall provide for the delivery of clinical nurse/midwife education in the ward/unit level, and performs the following functions at that level:

- Delivers competent nursing education in the ward/unit;
- Contributes to the development of colleagues;
- Supports less experienced staff and acts as preceptor for new staff;
- Acts as the preceptor in orientations to the ward/unit;
- Provides day to day clinical education support in the ward/unit;
- Provides one on one informal education;
- Provides support for skill development in clinical procedures;
- Provides support for professional development;
- Provides support for clinical policy development;
- Provides a ward/unit based in-service program.

The provision of direct clinical care by Clinical Nurse Educator/Clinical Midwife Educator should be for the purpose of providing clinical education to other employees. Direct clinical care shall be limited to emergency circumstances only.

Incremental progression to the 2nd year and thereafter rate shall be upon completion of 12 months satisfactory full-time service.

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1" means: a Registered Nurse/Midwife who applies a high level of clinical nursing knowledge, experience and skills in providing complex nursing/midwifery care directed towards a specific area of practice, a defined population or defined service area, with minimum direct supervision.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 shall satisfy the following minimum criteria:

- Relevant post-registration qualifications and at least 12 months experience working in the relevant clinical area of their post-registration qualification; or four years post- registration experience, including three years experience in the relevant specialist field.
- A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is distinguished from an 8th Year Registered Nurse/Midwife by being required to satisfy the following criteria:
 - (a) actively contributes to the development of clinical practice in the ward/unit/service;
 - (b) acts as a resource and mentor to others in relation to clinical practice; and
 - (c) actively contributes to their own professional development.

Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is a personal grading

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2" means: a Registered Nurse/Midwife appointed to a position classified as such with relevant post-registration qualifications and at least 3 years experience working in the clinical area of their specified post-graduate qualification.

The Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 classification encompasses the Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 by the following additional role characteristics:

- Exercises extended autonomy of decision making;
- Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:
 - leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or
 - specialist clinical practice across a small or medium sized health facility/sector/service; or
 - primary case management of a complete episode of care; or
 - primary case management of a continuum of specialty care involving both inpatient and community based services; or
 - an authorised extended role within the scope of Registered Nurse/Midwifery practice.

Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time service (or pro rata part time service).

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 1" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full

time equivalent post registration experience and in addition who has approved post registration nursing/midwifery qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the public hospital or public health organisation.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 2" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 3" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6am and before 10am, otherwise than as part of the shift system.

"Deferred Salary Leave Year" means the fifth year of the career break scheme where the employee is absent from work and receives the deferred salary from the previous four years through participation in the Career Break Scheme. This year cannot be compressed into a period of less than twelve months.

"Ministry" means the NSW Ministry of Health.

"Deputy Director of Nursing" - refer to Schedule 1, Nurse/Midwife Managers.

"Enrolled Nurse without medication qualification" means a person registered by the Board as an enrolled nurse with the notation "does not hold a Board approved qualification in medicines administration".

"Enrolled Nurse" means a person registered by the Board as an enrolled nurse.

"Enrolled Nurse without medication qualification - Special Grade" means an Enrolled Nurse without medication qualification, with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Ministry from time to time.

"Enrolled Nurse - Special Grade" means an Enrolled Nurse with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Ministry from time to time.

"Experience" in relation to an assistant in nursing, means experience both before and/or after the commencement of this Award, whether within New South Wales or elsewhere and, in the case of an Enrolled nurse, an Enrolled Nurse without medication qualification or assistant in nursing who was formerly a student nurse, includes experience as such student nurse.

"Flight Nurse" means a registered nurse employed by the Ambulance Service who is engaged in nursing duties with the Ambulance Service of New South Wales.

"Flight Hours" means all time spent whilst in flight on an aircraft transporting patients or in transit to pick up patients.

"Ground Hours" for Flight Nurses means all time spent at an airport preparing for a flight or a series of flights, and includes generally preparing and restocking aircraft on return to home base; attending to clerical work pertaining to flights and other general duties normally undertaken by a Flight Nurse, including but not limited to the sterilisation of stock, maintenance and care of special nursing equipment, cleaning the nursing sections of the aircraft; caring of patients at terminals until the patient is transferred to hospital or at the commencement of a flight; supervising and assisting in loading and unloading of patients; escorting seriously ill patients to hospital in a road ambulance.

"Health service" means any of the following:

- (a) any hospital service
- (b) any medical service
- (c) any paramedical service
- (d) any community health service,
- (e) any environmental health service,
- (f) any other service (including any service of a class or description prescribed by the Regulations of the *Health Service Act 1997*) relating to the maintenance or improvement of the health, or the restoration to health, of persons or the prevention of disease in or injury to persons.

"Industry of nursing" means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 115 of the Health Services Act 1997 or its successors, assignees or transmittes.

"Local Health District" includes Specialist and Additional Networks and means a public health organisation established pursuant to the provisions of the Health Services Act of 1997 including all public hospitals, facilities and other establishments and health services under the control and management thereof.

"Manager, Nurse/Midwife Education" - refer to Schedule 1, Nurse/Midwife Managers.

"Nurse Educator/Midwife Educator Grade 1" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 1.

A Nurse Educator/Midwife Educator Grade 1 shall be responsible for the development and delivery of nursing/midwifery education courses/programs at the public hospital, or the community based service level.

Nurse/Midwife education courses/programs shall mean courses/programs such as:

- Post-registration certificates;
- Continuing nurse/midwife education;
- Transition programs for newly registered nurses and midwives and newly enrolled nurses;
- Post-enrolment enrolled nurses' courses; and,
- General staff development courses (where applicable).

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwife Educator Grade 2" means a Registered Nurse/Midwife with post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 2.

A Nurse Educator/Midwife Educator Grade 2 shall be responsible for one of the following:

- A nursing/midwifery education portfolio (including but not limited to a transition program, enrolled nurse or registered nurse program) across a public hospital or affiliated health organisation;
- A nursing/midwifery education program for a clinical division or divisions across a public hospital or affiliated health organisation; or
- A nursing/midwifery education program for a community based health service such as community health or mental health services.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwife Educator Grade 3" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area or areas in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 3.

A Nurse Educator/Midwife Educator Grade 3 shall be responsible for one of the following:

- A comprehensive nursing/midwifery education program across a Local Health District, a sector of a Local Health District or in a tertiary referral public hospital or affiliated health organisation; or
- The nurse education service of a public hospital or affiliated health organisation (excluding a tertiary referral hospital), group of hospitals or health facility.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nursing hours wards and units" refers to wards and units in Section II Nursing Hours Wards and Units of Clause 53 Staffing Arrangements that utilise nursing hours per patient day to determine the number of nursing hours required to provide direct clinical care.

"Nurse/Midwife Manager" means any employee who is allocated to a nurse manager grade in accordance with Clause 40 of this award.

"Nurse/Midwife Practitioner" means a registered nurse/midwife appointed as such to a position approved by the Secretary Ministry of Health and who is endorsed by the Board, to practise as a nurse/midwife practitioner.

"Nursing/Midwifery Unit Manager" means a registered nurse in charge of a ward or unit or group of wards or units in a public hospital or health service or public health organisation and shall include:

"Nursing/Midwifery Unit Manager Level 1", whose responsibilities include:

(a) CO-ORDINATION OF PATIENT SERVICES -

- liaison with all health care disciplines for the provision of services to meet patient needs;
- the orchestration of services to meet patient needs after discharge;
- monitoring catering and transport services.

(b) UNIT MANAGEMENT -

- implementation of hospital/health service policy;
- dissemination of information to all personnel;
- ensuring environmental safety;
- monitoring the use and maintenance of equipment;
- monitoring the supply and use of stock and supplies;
- monitoring cleaning services.

(c) NURSING STAFF MANAGEMENT -

- direction, co-ordination and supervision of nursing activities;
- training, appraisal and counselling of nursing staff;
- rostering and/or allocation of nursing staff;
- development and/or implementation of new nursing practice according to patient need.

"Nursing/Midwifery Unit Manager Level 2", whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 1.

"Nursing/Midwifery Unit Manager Level 3" whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 2.

"Public Health Organisation" means:

- (a) a Local Health District or;
- (b) a statutory health corporation, or;
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services;

"Public Hospital" means:

- (a) a hospital controlled by a Local Health District or;
- (b) a hospital controlled by a statutory health corporation, or;
- (c) a hospital that is a recognised establishment of an affiliated health organisation, or;
- (d) a hospital controlled by the Crown (including the Minister or the Secretary, NSW Health).

"Registered Nurse" means a person registered by the Board as a Registered Nurse and/or Registered Midwife.

"Senior Nurse/Midwife Educator" - refer to Schedule 1, Nurse Managers.

"Service" for the purpose of clause 9, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this award shall continue to be recognised.

To the foregoing shall be added any actual periods on and from 1 January 1971 during which a nurse undertook a post basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Ministry, or one of the following certificate or diploma courses:-

Associate Diploma in Community Health -
 College of Nursing, Australia; N.S.W. College of Nursing;
 Associate Diploma in Nursing Administration -
 College of Nursing, Australia; N.S.W. College of Nursing;
 Associate Diploma in Nursing Education -
 College of Nursing, Australia; N.S.W. College of Nursing,
 Newcastle College of Advanced Education;
 Certificate in Operating Theatre Management -
 N.S.W. College of Nursing;
 Certificate in Operating Theatre Technique -
 College of Nursing, Australia;
 Certificate in Coronary Care -
 N.S.W. College of Nursing;
 Certificate in Orthopaedic Nursing -
 N.S.W. College of Nursing;
 Certificate in Ward Management -
 N.S.W. College of Nursing;
 Midwife Tutor Diploma -
 College of Nursing, Australia, or Central Midwives Board, London;
 Occupational Health Nursing Certificate -
 N.S.W. College of Nursing;

provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this Award shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

"Shift Worker" means a worker who is not a day worker as defined.

"Tour of Duty" means the period between the time a Flight Nurse commences any duties associated with his or her employment prior to making a flight or series of flights and until he or she is finally relieved of all duties after termination of flights or series of flights, whether termination is at home base or otherwise away from home base.

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

4. Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education

(i)

- (a) The ordinary hours of work for day workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

(ii)

- (a) The ordinary hours of work for shift workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

(iii)

- (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that employees who work 8 hour shifts are entitled to 12 additional days off duty per annum (per NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service); employees working 10 hour shifts are entitled to one additional day off duty each five weeks; and employees working other combinations of shifts are entitled to such number of additional days off duty per annum as will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.
- (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.

(iv)

- (a) Each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 10 hours break between each rostered shift, unless agreed otherwise between an employee and local nursing management. An employee shall not work more than 7 consecutive shifts unless the employee so requests and local nursing management agrees but in no case shall an employee be permitted to work more than 10 consecutive shifts. In any fortnightly pay period an employee shall not be rostered for more than three quick shifts, i.e. an evening shift followed by a morning shift, unless agreed otherwise between an employee and local nursing management.
- (b) Where 10 hour night shifts are in operation in any health facility, at the commencement date of this award or subsequent thereto, the length of these shifts must not be altered without the consent of the Head Office of the Association.

(v)

- (a) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) shall be determined by mutual agreement between the employee and the employer having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xvi) of this clause.

- (vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.

(vii)

- (a) Where an employee and her/his local nursing management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of three. This limit on accumulation means that any employee who has already accumulated three ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.
- (b) Employers must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.
- (c) Any ADOs accumulated but not taken as at the date of termination of the employee must be paid out at ordinary rates.

- (viii) Except for breaks for meals the hours of duty each day shall be continuous.

- (ix) Each employee who works in excess of five hours must have a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty as follows:

Breakfast	between 6am and 9am
Midday Meal	between 12 noon and 2pm
Evening Meal	between 5pm and 7pm
Night Meal	between 10pm and 2am.

Employees must not be required to work during meal breaks as a matter of routine practice unless mutually agreed at the local level. Provided that any time worked during such break shall count as working time and unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed. Provided further that where practicable an employee engaged to work for five hours or less in any one shift may elect not to take a meal break as otherwise provided for in this subclause without penalty to the employer. The term "where practicable" encompasses regard being paid to the service requirements of the employer.

- (x)
- (a) One twenty minute interval (in addition to the meal break) shall be allowed each employee on duty for a tea break during each shift. Such interval shall count as working time. Part time and Casual employees who are engaged for less than a whole shift on any one day shall only be entitled to one tea break of 10 minutes.
- (b) Where it is not possible due to the nature of the work performed to have one twenty minute break, the employee may take one ten minute break and be permitted to proceed off duty ten minutes prior to the rostered finishing time of that shift.
- (c) Paragraph (b) of subclause (x) will only be exercised in special and exceptional circumstances and with the expressed approval of the employer in consultation with the employee.
- (d) In lieu of the meal breaks in subclause (ix) and tea breaks in this subclause, the following crib break provisions shall apply to HealthShare Patient Transport Services (PTS) employees only;
- i. HealthShare PTS employees working shifts of less than 12 hours duration shall have one paid 30 minute crib break to be taken between the fourth and seventh hour unless otherwise agreed between the parties.
 - ii. HealthShare PTS employees working a roster of 12 hour shifts will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties.
 - iii. HealthShare PTS employees who, due to operational requirements, are unable to take their paid crib break within the prescribed times, or whose crib break is not completed, shall receive an additional payment of one hour at ordinary time rates.
- (xi) Subclauses (ix) and (x) of this clause, shall not apply to an employee who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
- (xii) Changing time totalling ten minutes per shift to count as working time is to be allowed to nurses not permitted to travel in their work clothes.
- (xiii) In addition to any other rest period and meal break, employees who are lactating shall be entitled to two paid breaks of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child, and the employer shall provide access to suitable facilities for such purpose.

(xiv)

- (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than four consecutive weeks, unless agreed otherwise between an employee and local nursing management.
- (b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless agreed otherwise between an employee and local nursing management.
- (c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end-of-semester examination in any course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.
- (d) This subclause shall not apply to an Assistant Director of Nursing, a Nursing/Midwifery Unit Manager or to a registered nurse/midwife in charge as the case may be, who is employed permanently in charge at night.

(xv) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.

(xvi)

- (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by any evening shift or a night shift unless the employee is rostered on the same shift, ie. evening shift or night shift, as the case may be, immediately upon his or her return to duty after days off, except by agreement between the employee and the local nursing management. An evening shift shall be one which commences at or after 1pm and before 4pm.
- (b) An employee at his or her request, may be given time free from duty in one or more periods but no period shall be less than one full day.
- (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.

(xvii)

- (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except in so far as an employee may take up actual duty in response to a call) but shall be paid for in accordance with clause 12, Special Allowances. Provided, however, no employee shall be required to remain on call whilst on leave or the day before entering upon leave.
- (b) Except as hereafter provided, no employee shall be required to remain on call whilst on a rostered day off or from the completion of the employees' shift on the day preceding a rostered day off.
- (c) Paragraph (b) shall not apply where in extreme circumstances (which shall be agreed between the employer and the Head Office of the Association) it is necessary for a public hospital or public health organisation in order to ensure the provision of services, to place staff on call on rostered days off.

(xviii) An employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of his intention so to do to the Industrial Registrar and to the Association.

4A. Multiple Assignments

- (i) Multiple assignments exist when an employee has more than one position under this Award within the New South Wales Health Service. Each of these positions are referred to in this clause as "assignments".
- (ii) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid in relation to the ordinary hours worked in each separate assignment at the ordinary rate of pay applicable to that assignment.
- (iii) Where an employee has multiple assignments in the same classification, the employee will progress from one increment (year step) to the next increment after the employee has completed the full time equivalent of one year in the increment having regard to the work performed in all assignments. Further, an employee must complete a minimum of one calendar year in an increment before progressing to the next increment. Where an employee has multiple assignments in different classifications, the employee's service in the higher classification will count for the purposes of incremental progression in the lower classification. However, service in the lower classification shall not count for the purposes of incremental progression in the higher classification.
- (iv) With the exception of subclause (iii) above, this clause does not apply to employees who have multiple casual assignments only. The Award provisions are to apply separately to each casual assignment.

Multiple Assignments Within a Single Public Health Organisation

- (v) The following provisions apply to employees with two or more assignments within a single Public Health Organisation:
 - (a) The work performed in each of an employee's assignments shall be aggregated for the purposes of determining all of the employee's entitlements under this Award.

Hours, Additional Days Off and Overtime

- (b) The combined total number of ordinary hours worked under an employee's multiple assignments shall not exceed the hours of work as set out in Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education.
- (c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out in subclause (i)(a) of Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, for day workers or subclause (ii)(a) of Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, for shift workers they will be considered as a full time employee for the purposes of the Award and:
 - 1. that employee is entitled to additional days off in accordance with subclause (iii) of Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, and
 - 2. subclause (ii)(a) of Clause 25, Overtime, shall apply for the purposes of overtime.
- (d) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in subclause (c) of this subclause:
 - 1. subclause (ii)(b) of Clause 25, Overtime, shall apply for the purposes of overtime, and
 - 2. all ordinary hours and additional hours paid at ordinary rates in each assignment shall be aggregated for the purposes of subclause (ii)(b) of Clause 25, Overtime, and treated as if it were worked under a single assignment.

- (e) Where an employee is employed in an assignment as a Nurse/Midwife Manager classified at Grade 4 or above and subclauses (xi)(a)-(c) of Clause 25, Overtime, do not apply;
1. subclauses (c)(2) and (d)(1) of this subclause shall not apply to time worked in that assignment provided that,
 2. ordinary hours worked in that assignment shall be counted for the purposes of determining whether the employee has worked beyond 38 hours in any week.
- (f) The rostering of additional days off will be co-ordinated between the employee's line managers to ensure that the additional days off are proportionately rostered across the employee's assignments. Where an employee has multiple assignments with different ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.
- (g) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable shall be the rate applicable to the assignment which generated the additional hours or overtime.
- (h) Where overtime is compensated by way of time off in lieu as set out in subclause (iv) of Clause 25, Overtime, that time off in lieu must be taken in the assignment which generated the overtime.
- (i) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Award. Any additional hours worked by such employees are to be remunerated in accordance with subclauses (c) or (d) of this subclause.

Temporary Employees

- (j) Where an employee has an assignment to which Part III - Temporary Employees of Clause 29, Part-Time, Casual and Temporary Employees, applies, the allowance referred to at subclause (ii) of Part III - Temporary Employees of Clause 29, Part-Time, Casual and Temporary Employees, shall only apply to hours worked in that assignment. While ever the allowance is paid, the provisions of subclauses (m) and (n) of this subclause shall not apply to the temporary assignment provided that subclause (iii) of Part III - Temporary Employees, of Clause 29, Part-Time, Casual and Temporary Employees, applies to a temporary assignment in relation to annual leave.

Employees engaged as part-time employees as at 30 June 1986

- (k) Where an employee:
1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV - Savings Provisions of Clause 29, Part-time, Casual and Temporary Employees, in relation to an assignment, and
 2. after the date this clause was inserted into the Award the employee commences in a second or further permanent part time assignment and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;
- subclauses (i)-(iv) of Part IV - Savings Provisions of Clause 29, Part-time, Casual and Temporary Employees, shall cease to apply and the employee will be a permanent part time employee for the purposes of the Award.
- (l) Where an employee:
1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV - Savings Provisions of Clause 29, Part-time, Casual and Temporary Employees, in relation to an assignment, and

2. his/her combined total number of ordinary hours worked in all assignments is equal to or more than those set out in subclause (c) of this subclause,

subclauses (i)-(iv) of Part IV - Savings Provisions of Clause 29, Part-time, Casual and Temporary Employees, shall not apply to any of their assignments.

Leave

- (m) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (n) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s. Service in all assignments will be recognised for the purposes of subclause (i)(a) of Clause 37, Sick Leave.
- (o) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.
- (p) Where an employee's combined total number of ordinary hours worked in their multiple assignments is equivalent to those set out in subclause (c) of this subclause, and that employee is required to work their ordinary hours on a seven day basis, they shall be entitled to six weeks annual leave in accordance with subclause (i)(a) of Clause 30, Annual Leave.
- (q) Service in all assignments will be recognised for the purposes of entitlements under Clause 34, Maternity, Adoption and Parental Leave.
- (r) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, that employee shall not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

Disclosures, Notifications and Approvals

- (s) Employees must, at the time they apply for any second or further assignment, disclose in writing that they are already employed by NSW Health and provide details of that assignment including:
 1. the position/s currently held
 2. the facility in which the existing position/s are worked
 3. the classification/s under which they are engaged in each position
 4. the number of ordinary hours worked in each position
 5. any regular additional hours or overtime that is worked in each position
 6. whether the position/s is worked according to a set roster and if so, the details of that roster arrangement; and
- (t) Prior to accepting an offer for a second or further assignment, employees must provide to their current manager details of that proposed assignment including:
 1. the position they have applied for
 2. the facility in which the proposed new assignment is to be worked
 3. the classification under which they would be engaged in the new assignment
 4. the number of ordinary hours to be worked in the proposed assignment
 5. whether the position is to be worked according to a set roster and if so, the details of that roster arrangement.
- (u) A Public Health Organisation may elect on reasonable grounds to withhold the approval of a second or further assignment to employees who are already employed in another assignment.

- (v) Before accepting any change in roster or undertaking additional hours or overtime that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require employees to work additional hours or overtime where these will impact on the employee's roster in the other assignment (for example by generating overtime) without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

Multiple Assignments Across Different Public Health Organisations

- (vi) Assignments in different Public Health Organisations will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are the provisions of subclause (iii) of this clause (regarding incremental progression) and:
 - (a) At the time an employee commences an assignment in another Public Health Organisation the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent Registered Nurse who commences another 0.4 full time equivalent assignment in another Public Health Organisation will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.
 - (b) Employees who have multiple assignments across different Public Health Organisations at the time this clause was inserted into this award may elect to apportion their accrued leave across their assignments.
 - (c) Service in all assignments will be aggregated for the purposes of calculating long service leave and family and community service leave entitlements.
 - (d) Service in all assignments will be recognised for the purposes of entitlements under Clause 34, Maternity, Adoption and Parental Leave.
 - (e) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
 - (f) If prior to the introduction of this clause and/or the Staff Link payroll system an employee received additional days off and/or overtime in accordance with subclause (ii) of Clause 25, Overtime, that employee shall continue to receive those benefits until one of the assignments is terminated.
 - (g) Where an employee has three or more assignments, one or more of which are in different Public Health Organisations, subclause (v) of this clause shall apply to those assignments which are within a single Public Health Organisation.

Changes to the composition of Public Health Organisations

- (vii) The employer and the Association agree to review this clause in the event that the boundaries of any Public Health Organisation change.
- (viii) Where any change to the boundaries of any Public Health Organisation causes an employee's multiple assignments to which subclause (v) of this clause previously applied to then be subject to subclause (vi) of this clause, subclause (v) of this clause shall continue to apply (to the exclusion of subclause (vi) of this clause) to those assignments until one of them is terminated.

5. Pilot Roster Projects

- (i) Notwithstanding any other provision of this award, Pilot Roster Projects for the purposes of trialling flexible roster practices may be implemented on the following basis:
- (a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably refuse to agree to, or unreasonably delay in responding to, a Pilot Roster Project proposed by an employer. Provided further that where a Pilot Roster Project is proposed by the Association or nurses and the employer does not agree to introduce a Pilot Roster Project in the terms proposed, the employer shall provide its reasons in writing to the Association or the nurses concerned.
 - (b) The terms shall include
 - (1) the duration of the project; and
 - (2) the conditions of the project; and
 - (3) the award provisions required to be overridden in order to implement the project; and
 - (4) review mechanisms to assess the effectiveness of the project.
 - (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the award by reason alone of implementing the project.
 - (d) Any purported Pilot Roster Project which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of subclause (c) when implementing such project.
- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Ministry.
- (iii) Pilot 12 hour shift systems in place as at 1 July 2008 shall continue to operate in accordance with the provisions of the relevant pilot agreement.
- (iv) From 1 July 2008, new 12 hour shift systems may be implemented in a ward, unit or operational area according to the provisions of subclause (v) without the requirement for a pilot. The Association shall be advised in writing by the employer of the intention to introduce such new systems no later than four weeks prior to the proposed date of commencement, to enable consultation with all potentially affected employees.
- (v) The following provisions shall apply to new 12 hour shift systems commencing on or after 1 July 2008:
- (a) Participation in a 12 hour shift system shall be voluntary. Alternative shift provisions must remain available for staff who do not agree to participate in a 12 hour shift system.
 - (b) The ordinary hours of work for each full time employee shall be 228 hours balanced over a six week period. The hours shall be worked as 19 x 12 hour shifts. The ordinary guaranteed hours of work for each part time employee shall be balanced over a six week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer; or
- The ordinary hours of work for each full time employee shall be 152 hours balanced over a four week period. The hours shall be worked as 12 x 12 hour shifts and one x eight hour shift. The ordinary guaranteed hours of work for each part time employee shall be balanced over a four week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer.

- (c) Payment for full time employees shall be for 76 hours per pay period at the appropriate hourly rate for each employee. Payment for part time employees shall be the actual number of hours worked per pay period.
- (d) The day shift may have a span of up to 12.5 hours and shall include one half hour unpaid meal break and two x 20 minute paid tea breaks.
- (e) The night shift may have a span of up to 12.5 hours and shall include one thirty minute unpaid meal break and a further one hour paid break or two x 30 minute paid breaks.
- (f) The maximum number of consecutive shifts shall be three. Except that an employee may be rostered for four consecutive shifts once in each six week cycle at the request of the employee.
- (g) Employees shall not be rostered on single days off unless it is at the request of the employee.
- (h) The minimum break between shifts shall be 11.5 hours.
- (i) Rosters should reflect an equitable distribution of day, night and weekend shifts among employees participating in the 12 hour shift system. No more than 50% of shifts in the roster cycle should be night shift unless otherwise agreed between the employee and the unit manager.
- (j) No overtime shall be worked in conjunction with a 12 hour shift.
- (k) Any 12 hour shift being replaced by either casual or agency staff will cover the full span of the shift.
- (l) An individual employee shall have the right to withdraw from the 12 hour shift system. An employee wishing to withdraw from the 12 hour shift system shall provide a period of notice equivalent to the roster period. In the case of demonstrated pressing necessity, a minimum of two weeks' notice shall be required, or such lesser period of time as may be agreed to by the public health organisation.
- (m) Where a 12 hour shift system is in place management shall be entitled to consider whether continuation of the system in that ward, unit or operational area remains appropriate. Where management determines after consultation with affected employees to cease a 12 hour shift system, three months notice of the intended cessation shall be given to employees.

6. Introduction of Change

- (a) Where an employer has made a definite decision to introduce changes in organisation, structure, health service delivery, or technology that are likely to have significant effects on employees covered by this Award, the employer shall notify the Association and employees who may be affected by the proposed changes. Discussions shall commence as soon as practicable after such decision has been taken.
- (b) "Significant effects" includes:
 - i. termination of employment;
 - ii. major changes in the composition, operation or size of the employer's workforce or in the skills required;
 - iii. changes in employment and/or promotional opportunities or job tenure for a class or group of employees;
 - iv. the alteration of hours of work for a class or group of employees; or
 - v. the need for training or transfer of a class or group of employees to other work or location, and the restructuring of jobs.

- (c) The employer shall discuss with the employees affected and the Association, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and any measures proposed by the employer to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.
- (d) For the purpose of such discussion, the employer shall provide to the employees concerned and the Association all relevant information about the changes including the nature of the changes proposed and the expected significant effects of the changes on employees. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer, Ministry or Director-General of Health; or is an exempt matter under the *Government Information (Public Access) Act 2009* (the GIPA Act).
- (e) The provision of communication during maternity, adoption or parental leave is in accordance with Part E Communication During Leave, of Clause 34 Maternity, Adoption and Parental Leave.
- (f) With respect to occupational health safety matters as referred to in the *Work Health and Safety Act 2011*, the provisions of that Act apply, and specifically the provisions under Section 47, "Duty to consult workers", as varied from time to time.

7. Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education

- (i) A Director of Nursing or Area Manager, Nurse Education shall be free from duty for not less than 9 days in each twenty-eight consecutive days and such days free from duty may be taken in one or more periods.
- (ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- (ii) A Director of Nursing or Area Manager, Nurse Education shall, where practicable, inform his or her employer giving not less than 7 days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.

8. Rosters

- (i) The ordinary hours of work for each employee, other than the Director of Nursing, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed at least four weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the public hospital or public health organisation to be carried on where another employee is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

9. Salaries

- (i) The minimum salaries per week to be paid to employees shall be as set out in Table 1 of Part B.
- (ii) An Enrolled Nurse without medication qualification or Enrolled Nurse without medication qualification - Special Grade who has the notation "does not hold a Board approved qualification in medicines administration" removed from their registration will be classified and paid as an Enrolled Nurse or Enrolled Nurse Special Grade respectively from the commencement of the first full pay period following the removal of such notation.

Provided that an Enrolled Nurse 1st year shall not progress to Enrolled Nurse 2nd year until completion of twelve months' service at the 1st year rate (or for part time employees the full time equivalent of 1,982 hours), and to the 3rd year rate until completion of twelve months' service at the 2nd year rate (or for part time employees the full time equivalent of 1,982 hours), and so on throughout the scale.

- (ii) Provided that a Nurse/Midwife Practitioner shall not progress or be appointed to Nurse/Midwife Practitioner Year 3 until completion of twelve months service at the Year 2 rate and to the Thereafter rate until completion of twelve months service at the Year 3 rate. Accordingly, a Nurse/Midwife Practitioner cannot be appointed directly to Nurse/Midwife Practitioner Year 3 and Thereafter.

10. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 9, Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 51, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred per cent of the currently applicable superable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgment debtors/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian Taxation Law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under this award or any applicable award, act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this award.

- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the employers agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 9, Salaries, of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

11. Leave for Matters Arising from Family Violence

- (i) In this clause family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- (ii) The leave entitlements provided for in clause 37, Sick Leave and clause 32, Family and Community Services Leave of this Award may be used by staff members experiencing family violence.
- (iii) Where the leave entitlements referred to in subclause (ii) above are exhausted, the employer shall grant up to five days special leave on full pay per calendar year to be used for absences from the workplace to attend to matters arising from family violence situations.
- (iv) The employer will need to be satisfied, on reasonable grounds, that family 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 Family Violence Support Service or lawyer.
- (v) Personal information concerning family violence will be kept confidential by the employer.
- (vi) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

12. Special Allowances

- (i)
 - (a) A registered nurse in charge of a public hospital of not more than 100 beds during the day, evening or night in the absence of a senior nurse shall be paid, in addition to his or her appropriate salary, whilst so in charge, the sum as set out in Item 1, of Table 2 of Part B per shift.
 - (b) This subclause shall not apply to registered nurses holding positions of a higher grade than that of clinical nurse specialist.
- (ii)
 - (a) An employee required by his or her employer to be on call otherwise than as provided in (b) and (c) hereof shall be paid the sum as set out in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
 - (b) An employee required to be on call on rostered days off in accordance with paragraph (c) of subclause (xvii) of Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid the sum as set out in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
 - (c) An employee who is directed to remain on call during a meal break shall be paid an allowance as set out in Item 4, of Table 2 of Part B.
 - (d) Where an employee on call leaves the public hospital and is recalled to duty, he or she shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances, the allowance payable shall be the rate prescribed from time to time by the Ministry for a "casual" user. The provisions of this paragraph shall apply to all employees.
 - (e) This subclause shall not apply to Nurse Managers classified at Grade 4 or above provided that the allowances prescribed in subclauses (a) and (b) of this subclause shall be paid to Nurse Managers classified at Grade 4, Grade 5 and Grade 6 when required to remain on call for the purpose of the performance of clinical duties.
- (iii)
 - (a) Where a Director of Nursing is required by the public hospital to perform radiographic duties he/she shall be paid in addition to his/her appropriate salary an allowance as set out in Item 5, of Table 2 of Part B per week.
 - (b) The allowance prescribed by paragraph (a) of this subclause shall apply to an employee who relieves the Director of Nursing for a period of one week or more.
 - (c) An employee who is performing radiographic duties in the absence of the Director of Nursing for a period of less than one week shall be paid in addition to his or her appropriate salary a daily allowance as set out in Item 6, of Table 2 of Part B, provided that the maximum allowance per week payable in accordance with this paragraph shall not exceed the amount set in the said Item 6.
 - (d) The allowance prescribed by this subclause shall be regarded as part of the salary for the purpose of this award.
- (iv) An employee required to wear a lead apron shall be paid an allowance as set out in Item 7, of Table 2 of Part B for each hour or part thereof that he/she is required to wear the said apron. No employee shall be required to wear a lead apron for more than one hour without being allowed a paid break of 10 minutes.

- (v) A registered nurse who is designated to be in charge of a ward or unit during day, evening or night shifts, when the Nursing/Midwifery Unit Manager is not rostered for duty, shall be paid an allowance as set out in Item 8, of Table 2 of Part B per shift. Provided that the allowance shall also be paid when the Nursing/Midwifery Unit Manager is rostered on duty if the day to day clinical management role for the shift is delegated to a designated registered nurse/midwife. Provided further that the allowance shall also be paid in the absence of a Nurse/Midwife Manager in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.
- (vi) A registered nurse/midwife who is designated to be in-charge of a ward or unit when the Nursing/Midwifery Unit Manager is not rostered for duty and who is also designated to be in-charge of a public hospital of less than 100 beds during the day, evening or night on the same shift shall be paid an allowance as set out in Item 9, of Table 2 of Part B per shift. Provided that this allowance shall also be paid in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.
- (vii)
- (a) An employee who makes their services available and participates in an approved roster to provide emergency telephone counselling outside their normal rostered ordinary hours shall receive the payments prescribed in paragraphs (b), (c) and (d) of this subclause.
- (b) An employee rostered to be on call shall be paid the sum as set in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate. Provided that an employee rostered on call on rostered days off shall be paid the sum as set in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
- (c) If during such an on call period prescribed in paragraph (b) of this subclause an employee is required to provide telephone counselling to a client, such employee shall be entitled to the following payment in addition to the payment in the said paragraph (b):
1. An employee on call for telephone counselling for up to 8 hours and is required to provide telephone counselling, such employee is to be paid one hour at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
 2. An employee on call for telephone counselling for 8-16 hours and is required to provide telephone counselling, such employee is to be paid two hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
 3. An employee on call for telephone counselling for 16-24 hours and is required to provide telephone counselling, such employee is to be paid three hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
- (d) An employee called out during the period of on call shall be entitled to the prescriptions of clause 25, Overtime.
- (viii) An Enrolled Nurse or an Enrolled Nurse without medication qualification employed in the central sterile supply department of a public hospital, in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia shall be paid an allowance as set out in Item 18 of Table 2 of Part B.
- (ix) A registered nurse who is designated in-charge of a public hospital or facility of greater than 100 beds during an evening or night shift Monday to Friday or any Saturday or Sunday shift shall be paid an allowance per shift as set out in Item 9 (b), of Table 2 of Part B. This allowance shall not apply to registered nurses holding positions of a higher grade than Clinical Nurse/Midwife Specialist Grade 2. The employer shall not use this provision on a permanent basis in place of appointing a Nurse Manager.

13. Continuing Education Allowance

- (i) An employee employed in the classification of Registered Nurse /Midwife (years 1 to 8), Clinical Nurse Specialist/Clinical Midwife Specialist, Nursing/Midwifery Unit Manager, Nurse/Midwife Manager Grade 1, Nurse/Midwife Manager Grade 2 or Nurse/Midwife Manager Grade 3 and above (who satisfies the employer that she/he is engaged in clinical work for more than 50% of her/his time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse/midwife in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (ii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-registration hospital certificate listed in Schedule 2 shall be paid an allowance of an amount set out in Item 20 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate shall be paid an allowance of an amount set out in Item 21 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Item 22 of the said Table 2.
- (v) Subject to the provisions in subclause (i) of this clause, an employee who holds a masters degree or doctorate shall be paid an allowance of an amount set out in Item 23 of the said Table 2.
- (vi) An Enrolled Nurse or an Enrolled Nurse without medication qualification, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) in addition to the qualification leading to enrolment, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the Enrolled Nurse or an Enrolled Nurse without medication qualification in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (vii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds a Certificate 4 qualification shall be paid an allowance of an amount set out in Item 24 of the said Table 2.

- (viii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds an Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) qualification shall be paid an allowance of an amount set out in Item 25 of the said Table 2.
- (ix) A Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, masters or doctorate in education or a clinical field in addition to the qualification leading to registration, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse/midwife in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (x) Subject to the provisions in subclause (ix) of this clause, a Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field, shall be paid an allowance of the relevant amount set out at either Item 22 or 23 of the said Table 2.
- (xi) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.
- (xii) The continuing education allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur.
- (xiii) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (iv) of clause 48, Disputes, of this Award, negotiations between the NSW Ministry of Health and the Association must occur prior to referral to the Industrial Relations Commission for determination.

14. Climatic and Isolation Allowances

- (i) Subject to subclause (ii) of this clause, persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out in Item 10, of Table 2 of Part B per week, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at Tocumwal and thence to the following towns in the order stated - namely Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.
- (ii) Persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out in the said Item 10 per week, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria), and then to the following towns in the order stated - namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this award.
- (iv) The allowances prescribed by this clause are not cumulative.

- (v) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty eight ordinary hours.

15. Penalty Rates for Shift Work and Weekend Work

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift: Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6am or finish subsequent to 6pm.

Afternoon shift commencing at 10am and before 1pm - 10%.

Afternoon shift commencing at 1pm and before 4pm - 12.5%.

Nightshift commencing at 4pm and before 4am - 15%.

Nightshift commencing at 4am and before 6am - 10%.

- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.

- (iii) For the purpose of this clause day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6am and before 10am.

"Afternoon shift" means a shift which commences at or after 10am and before 4pm.

"Night shift" means a shift which commences at or after 4pm and before 6am on the day following.

- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (i) of this clause.

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by clause 29, Part-time, Casual and Temporary Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Award, except as provided in clause 30, Annual Leave.

- (vi) This clause shall not apply to Nurse/Midwife Managers classified Grade 4 or above.

16. Fares and Expenses

- (i) An employee required to travel in the performance of duty shall be reimbursed first-class rail fares (including sleeper accommodation) and all reasonable out-of-pocket expenses.

- (ii)

(a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres.

(b) An employee who is engaged for an indefinite period and who is dismissed within six months for any reason, other than misconduct or inefficiency shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment

exceeds 40 kilometres and shall also be reimbursed return fares to such place of engagement or the employee's immediate destination whichever is the cheaper.

- (iii) An employee who is engaged for a definite period and who completes the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency, shall be reimbursed forward fares from the place of engagement provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres and shall be reimbursed return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.
- (iv) Subclauses (ii) and (iii) of this clause shall not apply to nurses travelling to a midwifery training school to enter upon midwifery training or to nurses travelling to a public hospital for post-graduate training.
- (v) Fares within the meaning of this clause shall include only fares incurred in respect of travel within New South Wales.
- (vi) An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to the employer, if so required, satisfactory proof that she or he has not received from another employer reimbursement in respect to those fares.

17. Special Rates and Conditions

- (i) In addition to the rates prescribed by clause 9, Salaries, the additional rates as set in Item 11, of Table 2 of Part B shall be payable to the undermentioned employees of the Tibooburra and Ivanhoe District Hospitals:-

Registered Nurses/Midwives;
All Enrolled Nurse classifications; or
Assistants in Nursing.

(NOTE: These additional rates are compensation for overtime and adverse conditions.)

- (ii) In addition to the annual leave prescribed by clause 30, Annual Leave, the Director of Nursing and registered nurses at the Tibooburra District Hospital and Ivanhoe District Hospital shall be allowed seven days leave of absence annually on full pay.
- (iii) All nurses employed by the Justice Health Service, nurses working in the Kestrel Unit, Morisset and Court Liaison Nurses employed by a Local Health District shall be paid a special environmental allowance as set out in item 11A of Table 2 of Part B. Such allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates) and shall be adjusted from time to time in accordance with any general wage movements in this Award. Part time and Casual employees shall be paid this allowance on a pro rata basis.
- (iv) All nurses employed by the Justice Health Service shall be paid a productivity allowance as set out in item 11B of Table 2 of Part B. Such allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates), and shall be adjusted from time to time in accordance with any general wage movements in this award. Part time and Casual employees shall be paid this allowance on a pro rata basis.

Air Ambulance Service

- (v) In addition to the weekly rate of pay prescribed by Clause 9, Salaries, Flight Nurses shall receive the sum in Item 19 of Table 2 of Part B as an industry allowance. This allowance shall not form part of the normal wages in respect of overtime, shift penalties or penalties for weekends and public holidays. This allowance shall not be payable on annual leave, long service leave or sick leave.
- (vi) Reserve Duty Allowance - A Flight Nurse required to stand by at a country centre outside normal rostered hours shall be paid one-third of the normal hourly rate while so doing and while not engaged in actual duties.

- (vii) **Unscheduled Stopovers** - A Flight Nurse required to remain away from home overnight shall be provided with accommodation and full board of a reasonable standard which will be paid for by the Ambulance Service.
- (viii) Each five hours during a tour of duty only, a meal allowance, as set out in subclause (ix) below shall be paid unless a meal is provided.
- (ix) The allowance per meal shall be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Department of Premier and Cabinet Circular C2010-28 Review of Meal, Travelling and Other Allowances (as amended or replaced).

Team Leader

- (x) Payment of the Team Leader allowance provided for in the Health Professionals and Medical Salaries Award ceased to apply for employees covered by this Award from 1 July 2008, except that nurses in receipt of such an allowance immediately prior to 1 July 2008 whose salary is in advance of the applicable rate under the NSW Health Service Health Professionals (State) Award continue to receive that allowance while occupying their existing role.
- (xi) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of health professionals in a community-based service whose annual salary is lower than the relevant salary set out in the NSW Health Service Health Professionals (State) Award for the Team Leader role shall for all purposes be paid the difference between their salary and the applicable salary set out in the NSW Health Service Health Professionals (State) Award for the relevant Team Leader classification as follows:
 - (a) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of up to five other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 3, Year 2.
 - (b) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than five and less than 10 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 4, Year 2.
 - (c) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than 10 and less than 20 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 5, Year 2.

18. Telephone Allowance

If an employee is required by his or her employer to have a telephone installed at his or her residence for the purposes of his or her employment, the employer shall be responsible for the payment of -

- (a) the cost of installation of the telephone
- (b) three quarters of the cost of the rental of that telephone
- (c) the cost of all official calls.

19. Occupational Health and Safety for Employees of Contractors and Labour Hire Businesses

- (i) This clause arises from the Secure Employment Test Case 2006. For the purposes of this subclause, the following definitions shall apply:
 - (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which

- has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) 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;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) 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.
- (v) 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.

20. Mobility, Excess Fares and Travelling

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

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
- (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
- (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.

- (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by their own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations NSW TC 17-10 Review of Meal, Travelling and Other Allowances (as amended or replaced).
- (iii)
- (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the relevant union(s) prior to notice of changed accustomed place of work being given. An employer shall only make such a determination where it is reasonable in all the circumstances to do so.
 - (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this sub-clause, "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
 - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
 - (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Ministry of Health, which will discuss the matter with the appropriate union(s) and will determine the date upon which notice will be given to employee(s).
- (iv)
- (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
 - (b) If a reliever incurs fares in excess of the amount as set in Item 12 of Table 2 - Other Rates and Allowances per day in travelling to and from the relief site, the excess shall be reimbursed.
 - (c) Where a reliever, with the prior approval of the employer, travels by their own mode of conveyance and incurs travelling costs in excess of the amount as set in Item 12 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations NSW TC 17-10 Review of Meal, Travelling and Other Allowances (as amended or replaced).
- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.
 - (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

21. Car Allowance

An employee who, with the approval of the Chief Executive Officer or their nominee, uses on official business a motor vehicle maintained primarily for other than official business, shall be paid an allowance based on the

rates prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations NSW TC 17-10 Review of Meal, Travelling and Other Allowances (as amended or replaced).

22. Provision of Communication Device

An employee who is required to visit clients away from a secure working environment shall, during the performance of such duties, be provided with a suitable and effective communication device. The provision of this equipment is intended to improve service delivery, together with enhancing the safety and wellbeing of the employee.

23. Uniform and Laundry Allowances

- (i) Subject to subclause (ii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii)
 - (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum as set out in Item 13 of Table 2 of Part B per week, which includes a sum as set in the said Item 13 per week for shoes. Provided, however, that if a uniform includes a cardigan or jacket an additional amount as set in the said Item 13 per week shall also be paid.
 - (b) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (iv)
 - (a) If, in any public hospital or public health organisation, the uniforms of an employee are not laundered at the expense of the employer, an allowance as set out in Item 14, of Table 2 of Part B per week shall be paid to the said employee. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
 - (b) This allowance is also payable to employees providing direct clinical care and who are not required to wear a uniform.
- (v) Where the employer requires any employee to wear headgear, the employer shall provide headgear free of charge to the employee.
- (vi) Each employee whose duties regularly require them to work out of doors shall be supplied with a suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be made available for use by other employees who in the course of their duties are exposed to wet weather.
- (vii) The Ambulance Service shall provide for each employee sufficient suitable and serviceable uniforms, including the following articles of clothing:
 - (a) For female employees:
 - 1 Uniform Jacket
 - 3 Culotte Mid-weight Skirts
 - 2 Winter weight Culotte Skirts
 - 3 Slacks
 - 4 Blouses (2 long sleeve, 2 short sleeve)

1 Pair of Shoes
1 Handbag
1 Cardigan
1 Raincoat
1 Parka

- (b) For male employees - The equivalent items of clothing of the NSW Ambulance Service officers' uniform shall be provided.

24. Higher Grade Duty

- (i) An employee who is called upon to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days shall be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. The employer shall not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.
- (ii) Where an employee acts in a vacant management position covered by this Award continuously for more than six months, the employee will be deemed to be appointed to that position until such time as another appointment is made by the employer, or the employer determines that the management position will no longer be occupied. The employer shall have appropriate regard to the sharing of acting arrangements for developmental purposes and equitable treatment of employees, but the employer shall not rotate duties in such a manner as to avoid the intentions of this subclause.

25. Overtime

- (i)
- (a) Subject to paragraph (b) of this subclause an employer may require an employee to work reasonable overtime.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family and carer responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.
- (ii)
- (a) Subject to paragraph (b) of this subclause all time worked by employees in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (b) Employees employed pursuant to Part 1 of Clause 29, Part Time, Casual and Temporary Employees, (i.e. Permanent Part-Time Employees) shall be entitled to payment for overtime in

accordance with the arrangements set out in NSW Health Policy Directive PD2014_039 Nurses and Midwives - Permanent Part-time - Overtime provisions for on call roster, as amended from time to time. Overtime shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

- (iii) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) In lieu of the conditions specified in subclauses (ii) and (iii) of this clause, a nurse who works overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
 - (a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.
 - (b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) Nurses cannot be compelled to take time off in lieu of overtime.
 - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the employer is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
 - (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
- (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked. Provided that the benefits of this subclause shall not apply to an employee employed pursuant to Part 1 of clause 29, Part-Time, Casual and Temporary Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (vi) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vii)
 - (a) The meals referred to in subclause (v) and (vi) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
 - (b) The allowance per meal shall be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Treasury Circular Industrial Relations NSW TC 17-10 Review of Meal, Travelling and Other Allowances (as amended or replaced)
- (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall apply.
- (ix) An employee who works so much overtime:
 - (a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least ten consecutive hours off duty between these times; or

- (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift;

shall, subject to this subclause, be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having had such ten consecutive hours off duty he or she shall be paid at double rates until released from duty for such period and he or she then shall be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) The requirement for an employee to have at least ten consecutive hours off duty before or after overtime shall be reduced to eight hours in the following circumstances:
 - (i) Where the employee and local nursing management have agreed to an eight hour break between each rostered shift;
 - (ii) Where an employee has exchanged the shift rostered before or after the overtime period with another employee.
- (d) Periods rostered on-call or periods attracting the prescriptions of paragraph (c) of subclause (vii) of clause 12, Special Allowances regarding telephone counselling are to be regarded as forming part of the ten consecutive hours off duty pursuant to paragraphs (a) and (b) of this sub-clause.
- (x) Where an employee has been rostered to work overtime and is subsequently notified by the employer with less than 24 hours notice that the overtime has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, ie. at the employee's base rate of pay.
- (xi) This clause shall not apply to Nurse/Midwife Managers classified at Grade 4 or above, except where all of the following criteria are met:
 - (a) the Nurse/Midwife Manager is employed in a small public hospital that does not employ Nurse/Midwife Managers to supervise the nursing/midwifery services on evenings, nights and/or weekends; and
 - (b) the Nurse/Midwife Manager is required to work overtime due to the public hospital having insufficient nursing/midwifery staff available to be rostered on duty at the relevant time; and
 - (c) the Nurse/Midwife Manager is required to work overtime in order to personally provide "hands on" clinical care of patients.

26. Escort Duty

- (i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, viz., in attendance on a patient, shall be paid as working time under this award. Where applicable, overtime shall be payable.
- (ii) All reasonable out of pocket expenses shall be reimbursed.
- (iii) Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.
- (iv) In respect of non-rostered time not spent in nursing duties:
 - (a) Periods in hotel/motel accommodation or waiting time for transport shall not be counted as working time;
 - (b) Periods in travelling shall count as working time.

27. Payment and Particulars of Salaries

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the Head Office of the Association.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with clause 45, Termination of Employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.
- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a written or electronic statement containing the following particulars; employee's name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.
- (v) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.
 - (a) Underpayment:
 - (i) If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
 - (ii) If the amount is less than one day's gross base pay it will be rectified by no later than the next normal pay. However if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.
 - (b) Overpayment
 - (i) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - (ii) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
 - (iii) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.

- (iv) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (v) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b) (iii) above, the Ministry 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.
- (vi) Subject to the provisions of paragraphs (ii) and (iii) above, where the circumstances make it appropriate the Chief Executive of the Public Health Organisation or delegate may exercise discretion in regard to recovery of overpayments.

28. Registration Pending

An employee who has met the requirements and applied for registration as a Registered Nurse or Enrolled Nurse shall, upon registration by the Board be paid as from the date of application for registration the salary to which she or he would have been entitled if registered as a Registered Nurse or Enrolled Nurse.

29. Part-Time, Casual and Temporary Employees

PART I

PERMANENT PART-TIME EMPLOYEES

- (i) A permanent part-time employee is one who is permanently appointed by a public hospital or public health organisation to work a specified number of hours which are less than those prescribed for a full-time employee. Provided that employers must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.
- (ii) The number of persons employed under Part 1 of this clause shall be limited so that the proportion of a public hospital's permanent part-time nursing workforce, expressed in full-time equivalents, shall not exceed 33 1/3 per cent of the public hospital's total nursing workforce, expressed in full-time equivalents. Provided that where the consent of the Association is first obtained, the figure of 33 1/3 per cent permanent part-time employees may be exceeded. Should the Association not consent to a higher percentage of permanent part-time employees at a public hospital, resort may be had to the dispute settling procedures provided for in clause 48, Disputes. The parties agree that they will take account of the Government's flexible work practices policy.
- (iii) Subject to subclause (iv) of this clause employees engaged under Part 1 of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 8, Salaries, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 19, Uniform and Laundry Allowances, but shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.
- (iv) Four weeks annual leave on ordinary pay is to be granted on completion of each twelve months service, The provisions of subclauses (v) to (xi) of clause 30, Annual Leave, and clause 31, Annual Leave Loading, shall apply to employees engaged under Part 1 of this clause. The remaining provisions of clause 30 shall not apply.
- (v) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually

worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, i.e. the employee's roster must not be changed to avoid payment of the public holiday.

- (vi) To the leave prescribed by subclause (iv) of this Part there shall be added one working day for each public holiday or one-half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.
- (vii) For the purpose of this Part of this clause the following are to be public holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.
- (viii) In addition to those public holidays prescribed in subclause (vii) of this Part, there shall be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is determined by the public hospital or public health organisation following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (ix) In this Part, ordinary pay, for the purposes of sick leave and annual leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (x) Employees engaged under this Part shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (xi) Where a permanent part-time employee has been rostered to work any additional shift and is subsequently notified by the employer with less than 24 hours notice that the shift has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, ie. at the employee's base rate of pay.
- (xii) A part time employee may elect to increase their contracted hours to reflect the average of the actual hours worked per fortnight in the preceding 12 month period (except in circumstances where the part time engagement has been specifically for the purpose of temporarily backfilling a position where the substantive occupant has been on extended leave). The employer will not unreasonably withhold agreement to this request.
- (xiii) A part time employee may elect to convert to full time status. The employer will not unreasonably withhold such agreement to this request.

PART II

CASUAL EMPLOYEES

A. General Provisions

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 9, Salaries, plus 10 per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 23, Uniform and Laundry Allowances.

- (iii) With respect to a casual employee the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling, Clause 55, Learning and Development Leave and sub-clause (vii) of clause 38, Accommodation and Board, shall not apply.

Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.

- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.
- (v) A casual employee who is required to and does work on a public holiday as defined in subclauses (iii) and (iv) of clause 30, Annual Leave, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid in addition the allowance of 10 per centum prescribed in subclause (ii) of Part II in respect of such work.
- (vi) Where a casual employee has been notified by an employer of a time to commence an engagement and that engagement is subsequently cancelled by the employer with less than two hours notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.
- (vii) A casual employee must not be required to work more than 12 consecutive hours unless the casual employee consents to do so.

B. Casual Conversion

- (i) The objective of this subclause B, Casual Conversion, 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. These provisions arise from the Secure Employment Test Case 2006.
- (ii) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (iii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iv) Any casual employee who has a right to elect under paragraph (ii), upon receiving notice under paragraph (iii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (v) 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.
- (vi) 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.
- (vii) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (iv), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (iv), discuss and agree upon:
 - (a) whether the employee will convert to full-time or part-time employment; and
 - (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW).

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

- (viii) Following an agreement being reached pursuant to paragraph (vii), 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.
- (ix) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

PART III

TEMPORARY EMPLOYEES

- (i) A temporary employee is one engaged for a set period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine operational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.
- (ii) A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this award, an allowance equal to 10 per centum of the rates prescribed for his or her classification by clause 8, Salaries, of this award, provided that this subclause shall cease to apply upon:
 - (a) the said period of engagement being extended after the said period of 13 weeks;
 - (b) the employer and the employee agreeing during the said period of 13 weeks, that the employee shall be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.

PART IV

SAVINGS PROVISIONS

- (i) Employees engaged as part-time employees as at 30 June 1986 shall be entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause or in lieu thereof the following:
- (ii) Such part-time employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 9, Salaries, plus 10 per centum thereof with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowance prescribed by clause 23, Uniform and Laundry Allowances.
- (iii) With respect to such part-time employees, the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling and subclause (vii) of clause 38, Accommodation and Board, of this award shall not apply. Further, part-time employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Director of Nursing and Area Managers, Nurse Education.
- (iv) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.
- (v) Such part-time employee who is required to and does work on a public holiday as defined in subclause (iii) and (iv) of clause 30, Annual Leave, shall be paid for the time actually worked at the rate of double time and one half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; Provided that a part-time employee shall not be entitled to be paid in addition the allowance of 10 per cent prescribed in subclause (ii) of this Part in respect of such work.
- (vi) The provisions of subclauses (i) and (ii) of clause 33, Long Service Leave of this award shall not apply to such part-time employees who shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.

30. Annual Leave

- (i) Annual leave on full pay is to be granted on completion of each twelve months' service as follows:
 - (a) Employees required to work on a seven day basis - six weeks annual leave.
 - (b) All other employees - four weeks annual leave.
- (ii)
 - (a) An employee to whom paragraph (a) of subclause (i) applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
 - (b) To leave prescribed by paragraph (a) of subclause (i) there shall be added one working day or one half working day for each public holiday or half public holiday (not being one of the 10 specifically named public holidays prescribed by subclause (iii) of this clause, or a substituted day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
 - (c) A public holiday occurring on an ordinary working day shall be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her

period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

- (d) Where a public holiday falls on a rostered day off of a shift worker as defined in clause 3, Definitions, and who receives four weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid one day's pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.
 - (e) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day of each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (d) of this subclause the provisions of this paragraph shall apply to any public holiday falling during the period of annual leave.
- (iii) For the purpose of this subclause the following are to be public holidays viz., New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.
 - (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the Association, or other suitable day as agreed between the employer and the Association. Such public holiday shall be regarded for all purposes of this clause as any other public holiday. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
 - (v) An employee shall be eligible for annual leave when 12 months have elapsed since the date on which the first annual leave would have begun if taken immediately it had become due, or if the employee has not previously had annual leave, since the commencement of employment.
 - (vi) Annual leave shall be given and taken either in one consecutive period or two periods, or if the employer and employee so agree, in either two, three, or four separate periods but not otherwise. Provided that up to five single days per year may be taken at times convenient to both the employer and the employee.
- (vii)
 - (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed, by mutual agreement between the parties for a further period not exceeding six months.
 - (b) Nothing in this subclause shall prevent an employer by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the 12 months in respect of which annual leave was taken before it accrued.
 - (c) The employer shall give each employee, where practicable, three months notice of the date upon which he or she shall enter upon leave and in any event, such notice shall not be less than 28 days.

(viii)

- (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which he or she is entitled under this award.
- (b) For the purpose of this subclause "ordinary rate of salary" means the award salary without any deduction for accommodation and/or board, provided that the employer is entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, of this award, if the employee, having been requested by the employer to leave his or her room completely vacant during the period of annual leave, fails to do so.
- (c) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first 28 consecutive days whilst on annual leave his or her ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave. Additional annual leave accrued under subclause (xi) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave.

Provided that, the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.

- (ix) Except as provided in subclause (x) and (xi) of this clause payment for annual leave shall not be made or accepted in lieu of annual leave.
- (x) Where the employment of an employee is terminated, the employee shall be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one twelfth (6/46ths in respect of employees rostered to work on a seven day basis) of his or her ordinary pay for that period of employment together with payment for any days added to annual leave in accordance with subclause (ii) of this clause and in calculating such payment no deduction is to be made for accommodation or board. Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2019_010 Leave Matters for the NSW Health Service, as amended from time to time.

(xi)

- (a) In addition to the leave prescribed by subclause (i) employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for annual leave purposes	Additional Annual Leave
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

- (b) An employee entitled to additional annual leave under subclauses 30 (i) (a), 30 (xi) (a) or 17 (ii) can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking the additional leave, provided also that salary for the period of additional leave paid out will be calculated as if the period of leave paid was actually taken.
- (c) On termination of employment, employees are to be paid for untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken leave due in accordance with subclause (x). Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2019_010 Leave Matters for the NSW Health Service, as amended from time to time.

31. Annual Leave Loading

Employees shall be paid an annual leave loading in accordance with NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended from time to time.

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

- (i) Family and Community Services ('FACS') Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) FACS Leave and Personal/Carer's Leave are available to all part time and full time employees covered by this Award in accordance with Parts A, B and D of this clause.
- (iii) FACS Leave and Personal/Carer's Leave are available to all casual employees covered by this Award in accordance with Part C of this clause.

A. FACS Leave

- (iv) FACS leave - general
 - (a) For the purpose of this clause relating to FACS Leave:
 - "relative" means a person related by blood, marriage or affinity;
 - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - "household" means a family group living in the same domestic dwelling.
 - (b) The appropriate Chief Executive or authorised delegate may grant FACS Leave to an employee:
 - (1) to provide care and/or support for sick members of the employee's relatives or household; or
 - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
 - (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
 - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (v) FACS Leave replaces Compassionate Leave.
- (vi) An employee is not to be granted FACS Leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

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

The use of FACS leave to attend court pursuant to clause 11, Leave for Matters arising from Family Violence of this Award, shall be governed by the provisions of clause 11

(vii) FACS leave - entitlement

(a) The maximum amount of FACS Leave on full pay that may be granted to an employee is:

- 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or

- 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS Leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

(b) For the purposes of calculating entitlement, a working day for employees working an average of 38 hours per week in each roster cycle shall be deemed to consist of 8 hours. The rate at which FACS Leave is paid out and utilised shall be on actual hours absent from the rostered shift.

(c) FACS Leave is available to part-time employees on a pro rata basis.

(viii) Additional FACS leave for bereavement purposes

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

(ix) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities, or community service, by the employee.

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

B. Personal/Carer's Leave

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

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

(a) a spouse of the employee; or

(b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

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

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

- (xi) Use of sick leave to care for the person concerned - entitlement
- (a) The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care and support of the person concerned; and the person concerned being as defined in subclause (x) of this clause.
 - (b) An employee covered by the provisions of this clause with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
 - (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous three years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
 - (d) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
 - (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
 - (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
 - (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

- (xii) Use of other leave entitlements

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

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

C. Casual Employee Entitlements

(xiii) Bereavement entitlements for casual employees

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

(xiv) Personal carers entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in subclauses (xi)(e)-(h) 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 (x) of this clause who is sick and requires care and support, or who require care due to an unexpected emergency or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

D. Flexible Work Practice Alternatives to Using FACS or Personal/Carer's Leave

(xv) Time off in lieu of payment of overtime to care for the person concerned

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election, to care for the person concerned, as defined in sub-clause (x) above.
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (xv)(a) 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 month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (xv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 25, Overtime.

(xvi) Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clauses 4, 5 and 7 of this Award, at the ordinary rate of pay.

- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate under clause 15 of this Award to the hours taken off.

33. Long Service Leave

(i)

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

Employees with at least seven years service are entitled, proportionate to their length of service, to a period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

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

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

(ii) For the purposes of subclause (i) of this clause-

- (a) "Service" shall mean service:

- (1) as a full time and/or permanent part time employee in one or more hospitals, public health organisations, Local Health Districts or former NSW Area Health Services; and
- (2) as a full time and/or permanent part time employee with any "government sector agency" (as defined by Schedule 2 of the Government Sector Employment Regulation 2014, as amended from time to time, hereafter referred to as "the GSER") or any "Commonwealth or interstate agency" (as defined by Schedule 2 of the GSER as amended from time to time). In these instances, such service must meet the relevant provisions of transfer prescribed in the GSER for such service.

- (b) Service shall not include-

- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period of leave without pay not exceeding six months taken after 12 March 1975;
- (2) any period of part-time service arising from service under Part IV, Savings Provisions, of clause 29, Part-time Casual and Temporary Employees, except as provided for in subclause (x).

(iii) An employee with an entitlement to long service leave, may elect to access their entitlement:

- (a) on full pay, or
- (b) on half pay, or
- (c) on double pay.

- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
- (a) for each period of long service leave taken on full pay - the number of days so taken,
 - (b) for each period of long service leave taken on half pay - half the number of days so taken,
 - (c) for each period of long service leave taken on double pay - twice the number of days so taken. This election is made on the basis that superannuation contributions for an employee who is a member of the State Authorities Superannuation Scheme or the State Superannuation Scheme will only be made for the period of the long service leave actually taken, i.e. contributions will be made at the single time rate.

It is emphasised that the accessing of long service leave on the basis of either (a), (b) or (c) above is made by the employee's voluntary election.

- (v) When an employee elects to access their long service leave entitlement, other leave entitlements will accrue as follows:
- (a) for each period of long service leave taken on full pay - all other leave entitlements accrue at the employee's ordinary rate.
 - (b) for each period of long service leave taken on double pay - all other leave entitlements accrue at the employee's ordinary rate.
 - (c) for each period of long service leave taken on half pay - annual leave entitlements accrue at half the employee's ordinary rate while all other leave entitlements accrue at the employee's ordinary rate.
 - (d) This subclause shall apply to new periods of Long Service Leave taken after 23 February 2011.
- (vi) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vii) Long service leave shall be taken at a time mutually arranged between the employer and employee.
- (viii) When a licensed private hospital becomes a public hospital and an employee of the private hospital thereupon is employed by the public hospital such employee, for the purpose of calculating service for long service leave shall be deemed to have served in the industry of nursing for a period equal to 75 per cent of the actual continuous service with the employer in the private hospital immediately prior to the hospital becoming a public hospital.
- (ix) Full pay shall mean the award salary without any deduction for accommodation and/or board; provided that an employer shall be entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, if the employee having been requested by the employer to leave his or her room completely vacant during the period of long service leave, fails to do so.
- (x)
- (a) On the termination of employment of an employee otherwise than by his or her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination, unless the employee elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2019_010 Leave Matters for the NSW Health Service, as amended from time to time.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years of service and less than ten years service, dies, the partner of such employee or if there is no such partner the child/children of such employee (or guardian such as the case may be) or the legal

personal representative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services been terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death. For the purposes of this sub-clause, the term 'partner' means a spouse or a de facto partner (including a same sex de facto partner); and 'child/children' means a child or an adult child (including adopted child, step child, foster child or ex nuptial child)

- (xi) An employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 38 hours, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.
- (xii) All employees employed under Part I - Permanent Part-Time Employees of Clause 29, Part-Time, Casual and Temporary Employees of this Award, will have such service counted for accrual of long service leave entitlement after 30 June, 1986. Such service shall include the average of all hours worked (excluding overtime) in each year of service or part thereof and include paid leave taken; in any year or part thereof in which leave without pay is taken, the period of leave without pay shall not be included for the purposes of the averaging calculation.

This calculation shall be carried out for each year of service on the employee's anniversary date of employment, and an appropriate entry made into the employees records.

However, in recognition that data on the number of hours worked (excluding overtime) may not exist for all the periods of service after 30 June 1986, if there is a lack of data the employer is to calculate the long service leave entitlement as follows:

- (a) In the first instance, Health Services should utilise all existing records to determine the average of all hours worked (excluding overtime) and including paid leave taken for each year of service;
- (b) If the data to determine the number of hours worked (excluding overtime) is not available prior to the employee's 2000/2001 anniversary date, Health Services are to calculate the long service leave entitlement on the basis of the average of all hours worked (excluding overtime) in each year of service, and including paid leave taken since the employee's 2000/2001 anniversary date.

The resultant average of hours worked per week from application of (a) or (b) above will then be applied over the employee's total period of employment after 30 June, 1986 for which data does not exist to form the basis for calculating payment for the long service leave to be taken by the employee for this period. In this situation the employer shall consult with the employee regarding the lack of data prior to making a final decision that the data does not exist. In any event, for the purpose of this calculation the resultant average of all hours worked is to be no less than the employee's contracted hours for each year of service.

Entitlement and calculation for any period of employment prior to 30 June 1986 shall be determined according to subclause (xi) of this clause.

- (xiii) Except as provided for in subclause (xiv) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at 12 March 1975, may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after 12 March 1975. Where an employee has been granted long service leave or has been paid its monetary value prior to 12 March, 1975, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

- (xiv) The following provisions apply only to employees employed in a hospital as at 12 March 1975:
- (a) An employee who -
 - (i) has had service in a hospital, to which clause 14, Climatic and Isolation Allowances, applies, prior to 12 March 1975, or
 - (ii) is employed in a hospital, to which clause 14, Climatic and Isolation Allowances, applies as at 12 March 1975:

shall be granted long service leave in accordance with the long service leave provisions in force prior to 12 March, 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
 - (b) An employee employed -
 - (i) on a part time basis as at 12 March 1975, may be allowed long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions of the *Long Service Leave Act* 1955, as provided for in subclause (x) of this clause;
 - (ii) on a full time basis as at 12 March 1975 but who has had prior part time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
- (xv) Employees employed under Part II - Casual Employees, Part III - Temporary Employees and Part IV - Savings Provisions of Clause 29, Part Time, Casual, and temporary Employees are entitled to accrue long service leave under the provisions of the *Long Service Leave Act* 1955, as amended, subject to meeting the provisions of that Act.

34. Maternity, Adoption and Parental Leave

- (i) All eligible employees covered by this Award are entitled to the provisions of this clause other than part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award (known as "old part time"), and casual employees.
- (ii) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award (known as "old part time") and casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the *Industrial Relations Act* 1996. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act* 1996 (NSW).
 - (a) An employer must not fail to re-engage a regular casual employee (see section 53 (2) of the Act) because:
 - the employee or employee's spouse is pregnant; or
 - the employee is or has been immediately absent on parental leave.

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

- (b) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award are entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.

(iii) Liability for Superannuation Contributions

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

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave -

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

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

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

(ii) Portability of Service for Paid Maternity Leave -

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

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

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

(iii) Entitlement to Paid Maternity Leave -

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

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

Paid maternity leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(iv) Unpaid Maternity Leave

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.
- (c) Full time and permanent part time employees may also apply for additional unpaid maternity leave as provided for in subclause (i)(b) of Part D, Right to Request, of this clause.

(v) Applications -

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

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

(vi) Variation after Commencement of Leave -

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

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

(vii) Staffing Provisions -

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

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

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

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

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

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

(ix) Illness Associated with Pregnancy -

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

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

(x) Transfer to a More Suitable Position -

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

(xi) Miscarriages -

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

(xii) Stillbirth -

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

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

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

(xiv) Right to Return to Previous Position -

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

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

(xv) Further Pregnancy While on Maternity Leave -

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

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

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

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

B. Adoption Leave

(i) Eligibility -

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

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

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

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

(ii) Entitlement -

(a) Paid Adoption Leave -

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

Paid adoption leave may be paid:-

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(b) Unpaid Adoption Leave -

Eligible employees are entitled to unpaid adoption leave as follows:

- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iii) Applications -

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

(iv) Variation after Commencement of Leave -

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

(v) Portability of Service for Paid Adoption Leave -

As per maternity leave conditions.

(vi) Staffing Provisions -

As per maternity leave conditions.

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

As per maternity leave conditions.

(viii) Right to return to previous position -

As per maternity leave conditions.

C. Parental Leave -

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave); and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one weeks' paid leave may be taken at anytime within the 52 week period and shall be paid:
 - at the employee's ordinary rate of pay for a period not exceeding one week on full pay; or
 - two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

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

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

(iv) Applications

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

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

(v) Variation after Commencement of Leave

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

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

As per maternity leave conditions.

(vii) Right to return to Previous Position

As per maternity leave conditions.

D. Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
- (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
 - (b) to extend the period of unpaid maternity, adoption or extended parental leave taken for a further continuous period of leave not exceeding 12 months;
 - (c) to return to duty for less than the full time hours they previously worked by taking weekly leave without pay.

to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
- (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given.
 - (c) all requests are to be considered having regard to the terms of NSW Health Policy Directive No. 2019_010 Leave Matters for NSW Health Service, as amended from time to time.
 - (d) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent, and credited accordingly.
 - (e) It should be noted that employees who return from maternity, adoption or parental leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

E. Communication During Leave

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

F. Commonwealth Paid Parental Leave (CPPL)

- (i) From 1 January 2011 the CPPL scheme may be available to eligible employees.
- (ii) The CPPL is independent of other leave entitlements and is in addition to paid parental leave entitlements.

35. Military Leave

Employees shall be granted military leave in accordance with NSW Health Policy Directive No. PD2019_010 Leave Matters for the NSW Health Service, as amended from time to time.

36. Repatriation Leave

Ex-servicemen/women shall be granted repatriation leave in accordance with NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended from time to time.

37. Sick Leave

- (i) Subject to the following limitation and conditions an employee shall be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken:

- (a) An employee shall not be entitled to sick leave until after three months continuous service.
- (b) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers compensation and full pay.

The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

- (c) All periods of sickness shall be certified to by the Medical Superintendent or Director of Nursing of the employer or by the employee's own legally qualified medical practitioner or dentist. The employer may dispense with the requirement of a medical certificate where the absence does not exceed 2 consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.
 - (d) Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.
 - (e) Where an employee is absent on sick leave for a total of 10 working days in any one year of service and has no sick leave entitlement carried over from previous years, that employee will continue to be paid for an additional 4 hours even though no sick leave credit might exist. Such additional payment will not affect the subsequent year's sick leave entitlement, ie. it is "special sick leave", not "sick leave in advance" (see NSW Health Policy Directive No. PD2017_028 Leave Matters for the NSW Health Service, as amended from time to time).
- (ii) The employer shall not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that she or he is on sick leave.

- (iii) For the purpose of this clause "Service" means service in the industry of nursing.
- (iv) For the purpose of this clause continuity of service in the industry of nursing shall not be broken by:
 - (a) absences from such industry on account of illness;
 - (b) periods of absences from such industry immediately following termination of employment, in respect of which employment a pro rata payment has been made for annual leave or long service leave, but not exceeding the period the employee would have been required to work to earn as salary an amount equal to such pro rata payment;
 - (c) absence from such industry for the purpose of pursuing a post-graduate course in nursing (i.e. a course which results in obtaining a certificate, diploma or qualification) whether in Australia or elsewhere; and where the course is pursued outside Australia an employee shall be deemed to be absent for the purpose of pursuing the course throughout the time reasonably occupied travelling to the place of study and return to Australia, the actual duration of the course, a period of three months after completion of the course and before returning to Australia and a period of one month after returning to Australia;
 - (d) any reasonable absence from the industry occasioned by an employee transferring from one employer to another in such industry but not exceeding 28 days on any one occasion;
 - (e) periods of employment nursing in hospitals in New South Wales other than the hospitals covered by this Award and in the Canberra Community Hospital and Woden Valley Hospital; provided that this period of absence shall not be counted as service for the purpose of calculating sick leave.
- (v) Part Time Employees : a part time employee shall be entitled to sick leave in the same proportion of the seventy six hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours. Such entitlements shall be subject to all the above conditions applying to full time employees. Provided that only part time service on and from the beginning of the first pay period to commence on or after 1 January 1970, shall count for the purpose of this subclause.
- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave (extended leave) shall be re-credited where an illness of at least one week's duration occurs during the period of annual or long service leave: Provided that the period of leave does not occur prior to retirement, resignation or termination of services, and provided further that the employer is satisfied on the circumstances and the nature of the incapacity.
- (vii) In addition to the sick leave prescribed in subclause (1) of this Clause, Flight Nurses shall be entitled to an additional 38 hours sick leave in any period of 12 months. Any unused additional sick leave shall not accumulate from year to year.

38. Accommodation and Board

- (i) The employer shall where practicable provide for the use of employees who live in:
 - (a) Directors of Nursing: In a public hospital of which the registered number of beds is 9 or more, private quarters which shall comprise a bedroom, sitting room, bathroom, and toilet with appropriate furniture and fittings including a washing machine, refrigerator and stove or stovette and facilities for preparing light refreshments; provided that where the normal nursing staff does not exceed 7, it shall not be necessary to provide for the Director of Nursing a separate bathroom and toilet facilities, a washing machine, refrigerator and a stove or stovette.
 - (b) Employees other than Directors of Nursing:
 - (1) Dining facilities suitable to the reasonable needs of the nursing staff.

- (2) A lounge room suitable to the reasonable needs of the staff.
 - (3) A study for student nurses; provided that this provision shall apply only to public hospitals which are registered training schools.
 - (4) At least one plunge bath (with shower) for each 12 (or fraction thereof) employees and in addition at least one separate shower cubicle for each 12 (or fraction thereof) employees.
 - (5) At least one lavatory (if in a bathroom adequately partitioned off from the bathing facilities) for each 8 (or fraction thereof) employees.
 - (6) A kitchen or kitchenette equipped with reasonable facilities for storing and preparing light refreshments and with normal kitchen utensils, stove or stovette, refrigerator, china, crockery and cutlery.
 - (7) Suitable facilities including a washing machine for the laundering and drying of personal clothing.
 - (8) A separate bedroom of such dimensions as to provide a floor area of not less than 100 square feet and which contains suitable floor coverings and a bedside lamp and fittings and shall be furnished with a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
 - (9) Where it is necessary for 2 or more employees to sleep in a bedroom 750 cubic feet of space shall be provided for each employee. Such bedroom shall contain suitable floor coverings and for each employee the employer shall provide a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
 - (10) In respect of subparagraphs (2), (4), (5), and (6) of this paragraph separate provision shall be made for trained and untrained staff; provided that as to subparagraphs (2), (4) and (5) of this paragraph this provision shall not apply in a public hospital in which the normal number of nursing staff is less than 12.
 - (11) Adequate heating suitable to the reasonable needs of the staff present shall be provided in the lounge room during the winter time.
- (ii) The employer shall provide such domestic staff as is necessary to maintain the accommodation in a proper condition at all times.
- (iii) The following deductions from salary shall be made by an employer for accommodation:
- (a) Directors of Nursing and employees occupying separate bedroom accommodation of a reasonable standard: an amount as set in Item 15 of Table 2 of Part B per week.
 - (b) Directors of Nursing provided with a self contained flat attached to the public hospital's nurses home; an amount as set in the said Item 15 per week.
- (iv) An employer shall provide for employees who live in, full board of 21 meals per week and the meals shall consist of an adequate quantity of wholesome well-cooked and well-prepared food-stuffs including green vegetables and fruit in season and in addition the employer shall provide tea, coffee, milk and sugar for morning and afternoon tea and supper and early morning tea for employees on night or early morning duty. An employer who complies with the foregoing provisions of this subclause may make a deduction as set out in Item 16 of table 2 of Part B per week.

- (v)
- (a) The employer shall provide for the use of employees who live out:
 - (1) a suitable change room and adequate washing and toilet facilities; provided that the washing and toilet facilities need not be distinct from those provided for employees who live in and this provision shall not apply to a public hospital the registered number of beds of which is less than 9;
 - (2) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;
 - (b) An employer shall provide for an employee who lives out, tea, coffee, milk and sugar for morning and afternoon tea, supper and early morning tea when the employee is on duty at times appropriate for the partaking thereof and shall provide also for such an employee who requires them, meals of the standard specified in subclause (iv) of this clause, which fall during the duty period and for such meals so provided may make a charge, provided that the charge for breakfast and other meals shall be as set in Item 17 of Table 2 of Part B.
- (vi) The charges referred to in subclauses (iii), (iv) and (v) to be adjusted in accordance with any general movement in wage rates in this award. The Director-General of Health may apply for additional adjustments from time to time based on the differences between such wage increases and the actual cost of providing these services. Provided that an employer may waive all or part of these charges at its discretion as an incentive to recruitment of nurses.
- (vii) Where an employee partakes of a meal from a cafeteria service provided by a public hospital or public health organisation, he or she shall be required to pay the charge fixed for such meal in lieu of the meal charges prescribed in subclauses (iv) or (v) of this clause.

39. Grading Committee

A Committee consisting of two representatives of the employer and two representatives of the Association shall be constituted to consider and make recommendations to the employer in relation to:

- (a) any request or proposal to establish or alter the grading of positions of Nursing Unit Manager;
- (b) the date of effect of any grading recommended.

Provided that:

- (i) an employee shall, whilst the grading or remuneration of his or her position is under consideration, be ineligible to be a member of the Committee;
- (i) the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (iii) where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

40. Grading of Nurse/Midwife Manager Positions

- (i) All positions of Nurse/Midwife Manager, as defined in Clause 3, Definitions of this award shall be graded by the employer in accordance with the Work Level Statements set out in Schedule 1 to this award.
- (ii) The employer may determine a higher grading including a multi-grade, e.g. Grade 4-5, Grade 6-7, etc., than provided for under the Work Level Statements where the requirements of the position involve a higher level of complexity and/or an extended role to that generally comprehended by the otherwise applicable Work Level Statement.

- (iii) Progression to the second salary point in each grade will occur after 12 months satisfactory service in that grade. Provided that accelerated progression within the 12 month period, or on commencement of employment, may occur where the employer is satisfied that such progression is warranted in an individual case.
- (iv) If dissatisfied with the grade as determined in any individual case, the Association may discuss the matter with the local Health Service management and, if still dissatisfied, may apply for a review of the grading by the Ministry of Health and the Association at a central level.
- (v) No employee is to suffer a reduction in salary as a result of the implementation of the new structure. Where an employee would ordinarily be classified at a grade which carries a salary less than his or her current salary he or she shall retain his or her current salary, including all future increases thereto, on a strictly personal basis, while ever he or she remains in the current position.
- (vi) Employees seeking appointment to positions of Nurse Manager are generally expected to possess the core knowledge and skills appropriate to the respective grades as set out in Schedule 1 to this award.

41. Deputy Directors of Nursing, Assistant Directors of Nursing

- (i) The following appointments shall be made in public hospitals with adjusted daily averages of occupied beds as specified hereunder:

Less than 150 beds - - a Deputy Director of Nursing

150 beds and over - - a Deputy Director of Nursing, Assistant Directors of Nursing.

- (ii) Appointments under subclause (i) of this clause shall be made within two calendar months of the date this award becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the registered nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at the public hospital, shall be deemed to be appointed until such time as another appointment is made by the employer.
- (iii) This clause shall not apply to a hospital using members, novices or aspirants of religious orders where a member of an order carries out the duties under this clause of an Assistant Director of Nursing or Deputy Director of Nursing.

42. Proportion

Except in cases of emergency not more than four enrolled nurses and/or assistants in nursing to each registered nurse shall be employed in a public hospital and for this purpose a Director of Nursing shall count.

43. Medical Examination of Nurses

See NSW Health Policy Directives No PD2019_010 Leave Matters for NSW Health Service and PD2017_040 Recruitment and Selection of Staff to the NSW Health Service as amended from time to time.

44. Domestic Work

Except as hereinafter provided, nurses shall not be required to perform, as a matter of routine, the following duties: viz.; washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas or any duties which are generally performed by classifications other than nursing staff, but this provision shall not preclude the employment of nurses on any such duties in an isolation block or where the performance of those duties involves disinfection.

45. Termination of Employment

- (i) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by fourteen days notice or by payment of fourteen days salary in lieu thereof in the case of an employee other than a Director of Nursing, and by twenty-eight days notice or by the payment of twenty-eight days salary in lieu thereof in the case of a Director of Nursing.
- (ii) No employee shall, without the consent of the employer, resign without having given fourteen days notice (or in the case of a Director of Nursing, twenty eight days notice) of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee forfeit more than fourteen days pay at the rate prescribed for his or her classification by clause 8, Salaries.
- (iii) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, shall be paid for such accrued time at ordinary rate of pay upon termination.
- (iv) Upon the termination of the services of an employee, the employer shall furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

46. Labour Flexibility

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

47. Right of Entry

See Chapter 5, Part 7 of the *Industrial Relations Act* 1996.

48. Disputes

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in any public hospital or public health organisation, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time it must be referred by the nurse(s)' immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within 2 working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the Association must then confer with the appropriate level of management (i.e. at Public Hospital/Local Health District or Public Health organisation/Ministry level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.

- (v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996 (NSW)* to the Industrial Relations Commission for its assistance in resolving the issue.
- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
 - (a) immediately before the issue arose; or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

49. Anti-Discrimination

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

NOTES-

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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

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

50. Exemption

This award shall not apply to -

- (i) members, novices or aspirants of religious orders in public hospitals;
- (ii) the Sydney Dental Hospital provided that nurses employed thereat are paid not less than the appropriate salaries prescribed by this award.

51. Salary Packaging

- (i) By agreement with their employer, employees may elect to package a part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in NSW Policy Directive PD2018_044 Salary Packaging, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

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

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to appropriate PAYG taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly worker's compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) "Salary" for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 9, Salaries, and which shall include "approved employment benefits" which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefits tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass on this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the packaged benefits, are deducted from the pre-tax dollars.

- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to the prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

52. Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employees' pay shall be forwarded regularly to the union together with all the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

"Regularly" shall be defined as monthly except where the practice and protocol of an employer as at March 2002 was fortnightly.

- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make fresh authorisation in order for such deductions to continue.

53. Staffing Arrangements

- (i) Reasonable workloads are required for nurses to assist in providing a sustainable health system for the people of NSW that not only meets present health needs but also plans for the health needs of the future.
- (ii) The employer has a responsibility to provide reasonable workloads for nurses.
- (iii) Principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) Reasonable workloads will be based on the application of the staffing arrangements detailed in this clause. The arrangements may be the reasonable workload principles alone or, in addition,

the provisions set out in Sections II - IX, of subclause (iv) in relation to the services, wards and units to which they apply.

- (b) Workload assessment will take into account measured demand by way of clinical assessment, including acuity, skill mix, specialisation where relevant, and geographical and other local requirements/resources.
 - (c) The work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle.
 - (d) The work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse.
 - (e) The workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated.
 - (f) An employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature.
 - (g) An employee shall not be required to work an unreasonable amount of overtime.
 - (h) An employee's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.
 - (i) Existing minimum staffing levels to ensure safe systems of work and patient safety shall continue to apply.
 - (j) Nothing in this clause prevents a higher level of staffing from being provided when, and where, this is necessary for clinical or other reasons.
- (iv) Staffing and Specialties

The Association and the Ministry agree that the staffing arrangements in this clause and their application may be reviewed and amended from time to time by agreement and that the Award may be varied by consent to reflect any such agreement.

SECTION I: REPLACEMENT OF ABSENCES

- (a) When an unplanned absence occurs (e.g. due to unexpected sick leave) the NUM (or delegate) will immediately review the roster to determine the effect of the absence on workload.
- (b) Where the NUM (or delegate) determines to backfill the absence, the default position is to fill the absence with a nurse of the same classification as the absent nurse.
- (c) If all avenues to backfill the absence with a nurse at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse of a lower classification, the NUM (or delegate) must consider how the functions performed in the ward/unit can be safely and appropriately performed by a nurse of another nursing classification.
- (d) In some circumstances it may be possible to backfill with a nurse of a lower classification. Where it is determined to backfill with a nurse of a lower classification, a record of this, together with the reasons, must be made.

SECTION II: NURSING HOURS WARDS AND UNITS

- (a) Nursing hours wards and units comprise general inpatient wards, dedicated palliative care wards/units, dedicated rehabilitation wards/units and inpatient adult acute mental health wards/units.
- (b) General inpatient wards do not include:
1. All Types of Critical Care Units:
 - Intensive Care Units
 - High Dependency Units
 - Coronary Care Units
 - Burns Units
 - Neo-natal Intensive Care Units
 2. Day Only Wards
 3. Day of Surgery Wards
 4. Procedural Units (Haemodialysis, Endoscopy, Cardiac Catheter, etc.)
 5. Paediatrics
 6. Drug & Alcohol
 7. All Midwifery Services:
 - Antenatal
 - Post Natal, Nurseries
 - Delivery & Birthing Suites
 8. 23 Hour Wards
 9. Fast track wards
 10. Transition Wards (slow stream)
 11. Medical/Surgical Assessment Units (MAU & SAU)
 12. Medical/Surgical Acute Care Units (MACU & SACU)
 13. Wards/Units attached to Emergency Departments:
 - Psychiatric Emergency Care Centres (PECC)
 - Observation wards
 - Emergency Medical Units (EMUs)
- (c) The Association and the Ministry have agreed that staffing will be determined by the Nursing Hours Per Patient Day ('NHPPD') specified below, provided over a week, to determine the number of nurses required to provide direct clinical care. The number of nursing hours per patient day may also be expressed as an equivalent ratio.
- (d) 6.0 NHPPD will apply to general inpatient wards in Peer Group A1 and A3 facilities, being Principal Referral Hospitals and Ungrouped Acute Tertiary Referral Hospitals, accounted for over the period of a week.
- (e) 5.5 NHPPD will apply to general inpatient wards in Peer Group B facilities, being Major Hospitals Group 1 and Group 2, accounted for over the period of a week. General inpatient wards in Peer Group

B facilities will move to 6.0 NHPPD in accordance with a timetable, determined by the Ministry on an annual basis and to be provided to the Association once determined.

- (f) 5.0 NHPPD will apply to general inpatient wards in Peer Group C facilities, being District Group Hospitals, accounted for over the period of a week. General inpatient wards in certain Peer Group C facilities will move to 6.0 NHPPD from a specific date during the life of this Award, in accordance with a timetable, determined by the Ministry on an annual basis and to be provided to the Association once determined.
- (g) 6.0 NHPPD will apply to dedicated palliative care wards, accounted for over the period of a week.
- (h) 5.0 NHPPD will apply to dedicated general rehabilitation wards and units, and 6.0 NHPPD will apply to dedicated rehabilitation specialist brain and spinal injury units, accounted for over the period of a week. For these wards and units only, NHPPD includes the hours usually worked by nursing and other categories of staff, however titled, agreed with the Association.
- (i) 6.0 NHPPD will apply to inpatient adult acute mental health wards in general hospitals which are not specialist mental health facilities, accounted for over the period of a week.
- (j) 5.5 NHPPD will apply to inpatient adult acute mental health wards in specialised mental health facilities, accounted for over the period of a week. Inpatient adult acute mental wards in certain specialised mental health facilities will move to 6.0 NHPPD from a specific date during the life of this Award, in accordance with a timetable, determined by the Ministry on an annual basis and to be provided to the Association once determined.
- (k) At the time the new staffing levels referred to in Section II subclauses d) to j) above are introduced on a ward or unit for the first time, staffing levels in wards and units with higher than the specified staffing will either continue to apply or be reviewed. A reduction in staffing will not occur without a review taking place. If there is disagreement between the Employer and Association about the outcome of the review the provisions of subclause (vii) Grievances in relation to workload will apply.
- (l) The number of nursing hours per patient day may also be expressed as an equivalent ratio which provides the same nursing hours over a week. For example:
 - 1. a NHPPD of 6.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:4/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
 - 2. a NHPPD of 5.5 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
 - 3. a NHPPD of 5.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:5/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.

Example Table 1

NHPPD:	6	which delivers the following nursing hours:	Average Hours Per Day:	156
Number of Patients:	26		Hours Per Week:	1092

	MORNING			AFTERNOON			NIGHT		
	Number of Staff	#Equivalent Ratio	*In Charge with no allocate patients	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	Total Hours
Shift Length in hours	8		8	8		8	10		
Monday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Tuesday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Wednesday	6.5	1: 4	0	6	1: 4.3	1	4	1: 6.5	148
Thursday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Friday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Saturday	6	1: 4.3	1	6	1: 4.3	1	4	1: 6.5	152
Sunday	6	1: 4.3	1	6	1: 4.3	1	4	1: 6.5	152
							Hours Per Week		1092

Notes: # Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. * In this example the NUM has distributed the hours on some shifts to include a nurse in charge who does not have an allocated patient workload.

Example Table 2

NHPPD:	6	which delivers the following nursing hours:	Average Hours Per Day:	156
Number of Patients:	26		Hours Per Week:	1092

	MORNING			AFTERNOON			NIGHT		
	Number of Staff	#Equivalent Ratio	*In Charge with no allocate patients	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	Total Hours
Shift Length in hours	8		8	8		8	10		
Monday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Tuesday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Wednesday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Thursday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Friday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Saturday	8	1: 3.3	0	8	1: 3.3	0	4	1: 6.5	168
Sunday	8	1: 3.3	0	7.5	1: 3.5	0	4	1: 6.5	164
							Hours Per Week		1092

Notes: # Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. * In this example the NUM has distributed the hours differently across the days and has decided to allocate a patient workload to the nurse in charge of shift.

- (m) Only nurses providing direct clinical care are included in the NHPPD. This does not include positions such as Nursing Unit Managers, Nurse Managers, Clinical Nurse Educators, Clinical Nurse Consultants, dedicated administrative support staff and wardspersons.
- (n) In implementing Nursing Hours in Nursing Hours Wards the daily bed census data averaged over a specified preceding period of up to 52 weeks (in whole weeks) will be used to determine the 'number of patients'. In determining the specified period due regard should be given to reduced activity periods, seasonality and other local factors. Where seasonality is a significant factor, the specified period can be the equivalent period in the preceding year.
- (o) The NUM will distribute the hours/shifts across the day and week in a rostering pattern with due regard to the workload pattern of their ward, provided the applicable NHPPD is achieved over the week.
- (p) The NUM may distribute the NHPPD to include a nurse in charge who does not also have an allocated patient workload, provided the applicable NHPPD are achieved over the week
- (q) When, on a shift, the NUM considers that patient care needs cannot be sufficiently met from the nurses immediately available and the NUM (or nurse delegated with responsibility for patient care within the ward/unit) considers additional nursing hours should be provided in order to meet clinical needs, the NUM will inform the appropriate Nurse Manager who, together with the NUM, will consider a solution including, but not limited to, the following options:
 - 1. deployment of nurses from other wards/units;
 - 2. additional hours for part time staff;
 - 3. engagement of casual/agency nursing staff;
 - 4. overtime;
 - 5. prioritisation of nursing activities on the ward/unit;
 - 6. reallocation of patients.

When these options have been exhausted and only with approval from the Director of Nursing and Midwifery and the concurrence of the General Manager, the decision may be made to limit admissions when discharges occur from the ward/unit. This decision is to be made as soon as practicable after commencement of the shift.

- (r) Spot Check
 - 1. In wards and units where the agreed staffing method is NHPPD, information will be available to staff which identifies the NHPPD.
 - 2. At any time a nurse working on the ward/unit or a member of the local Reasonable Workload Committee may make a written request to the NUM for a spot check to confirm that the NHPPD are being provided.
 - 3. The relevant Reasonable Workload Committee must be informed of the commencement of the spot check.
 - 4. Within 7 days of receipt of such a request the NUM will ensure that each week for a 4 week period the NHPPD provided are posted within 7 days of the conclusion of the relevant period.
 - 5. If, at any time during the spot check or at its conclusion, it is established that the provided NHPPD falls short of the specified NHPPD then action must immediately commence to rectify the shortfall.
 - 6. Where the four week spot check confirms that the specified NHPPD are being provided then the process is concluded.
 - 7. The outcome of the spot check will be made available to the Reasonable Workload Committee.

- (s) The calculation used to spot check the provision of NHPPD in Nursing Hours Wards
1. To determine the ‘number of patients’ add the number of patients as recorded for each day in the bed census in the week to be calculated, then divide that total by 7 (the number of days in the week). For example:

 $(24 + 25 + 25 + 25 + 23 + 22 + 24) \div 7 = 24$ (Number of patients)
 2. Then take the applicable NHPPD figure (eg 6.0) and multiply it by 7 (for 7 days in the week), then multiply by the number of patients, as identified above e.g. 24.
 3. In this example, $6 \times 7 \times 24 = 1,008$ nursing hours or 6 NHPPD. 1,008 is therefore the nursing hours that were required for the ward that week. The figure is then compared to the nursing hours that were actually provided.
 4. Assume in this example that 974 nursing hours were actually provided. The required NHPPD falls short as 5.8 NHPPD has been provided instead of 6 NHPPD. In this example, the NUM would immediately commence action to rectify the shortfall in accordance with point 5 of (s) Spot Checks in this Section.
 5. The spot check would require the completion of this calculation for four consecutive weeks.
- (t) Annual Leave relief
1. The annual leave ‘relief’ factored into the calculation of the total required FTE reflects the annual leave entitlements under this Award for the employees, arising from their actual shift patterns. However, this figure may be adjusted at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.
 2. If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the required FTE should be calculated again in light of those altered circumstances and staff deployment.
- (u) Relief for Sick Leave, FACS Leave & Mandatory Education

To account for sick leave, FACS leave and mandatory education, a figure of two weeks (equating to 76 hours based on a 38 hour week) per annum should be factored into the FTE required for the ward. This figure is subject to joint review by the Association and the Ministry, on request by either party.

SECTION III: STAFFING ARRANGEMENTS FOR PEER GROUP D & F3 MPS

- (a) The following provisions will apply to hospitals designated Peer Group D1 Community Hospitals with community inpatient acute beds and a level 2 or above emergency department function; and to F3 Multi-Purposes Service facilities with community inpatient acute beds and a level 2 or above emergency department function:
- (1) During the hours that the Emergency Department is open there will be a minimum of two registered nurses on duty, to ensure that there is a registered nurse available on the acute ward when a registered nurse is required to attend the Emergency Department. One of these registered nurses may be a NUM/NM who also performs clinical functions on the shift who is on duty and on site.
- (b) The parties recognise that where implementation of the provisions at (a) (1) above requires a change in the classification mix this will be achieved progressively from the date of this Award and is determined by the rate of staff turnover experienced in those facilities where the provisions apply.

SECTION IV: PERIOPERATIVE SERVICES

- (a) ACORN 2008 standards will apply, in Operating Rooms including that during each operating session, the minimum staffing for each operating room will be:
1. two nurses, one of whom must be a Registered Nurse and one of whom may be a suitably qualified and endorsed Enrolled Nurse, to carry out the roles of scrub/instrument nurse and scout nurse; and
 2. one Anaesthetic nurse or one other trained and qualified anaesthetic category of staff.

SECTION V: MATERNITY SERVICES

- (a) The Association and the Ministry have agreed that the Birth rate Plus methodology, as adapted for use in New South Wales, will be used to calculate staffing in maternity services.

SECTION VI: INPATIENT MENTAL HEALTH STAFFING ARRANGEMENTS

- (a) The Association and the Ministry have agreed that the following provisions will apply in all inpatient mental health units (with the exception of inpatient adult acute mental health wards at Section II and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues.
- (b) For the purpose of this subclause inpatient mental health units include but are not limited to:
1. Forensic Units;
 2. Child & Adolescent Units;
 3. Older Adult;
 4. Psychiatric Emergency Care Centres (PECC);
 5. Rehabilitation;
 6. Extended Care Units.
 7. Mental Health Intensive Care Units
- (c) When determining the nursing FTE the following should be considered:
1. The previous 12 months activity should be used as a guide unless the unit has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or length of stay;
 2. Staff assessment will be based on comparisons to the FTE utilised in the individual unit in the previous year, using the monitoring reports, in conjunction with professional judgement and information on known workload issues;
 3. Categories:
 - The number of inpatients requiring 1 staff or more to 1 patient;
 - The number of inpatients requiring close observation;
 - The number of inpatients assessed requiring sighting at regular intervals;
 - The number of inpatients nearer to going home.
 4. Level & frequency of aggressive behaviour displayed by patients and based on clinical risk assessment;
 5. Level of suicidal behaviour displayed by patients (see Mental Health Outcomes and Assessment Tools (MH-OAT) risk level);
 6. Level of vulnerability / potential of exploitation from others (such as sexual safety, financial exploitation);

7. Age of patient and co-morbidities;
 8. Patients with a dual diagnosis;
 9. Type of facility and unit (e.g. Closed / Open Units);
 10. Design of unit;
 11. Number of beds available;
 12. Local factors referred to at subclause 53 (iii) (b) may include but are not limited to:
 - (i) The available level of support staff (eg ward clerks, medical officers, patient support officers, allied health staff);
 - (ii) Teaching and research activities;
 - (iii) Provision of nurse escorts;
 - (iv) Ward geography; and
 - (v) Data entry/documentation including MH-OAT.
- (d) When determining the nursing FTE required for leave relief:
1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
 2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
 3. Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally funding for this replacement is managed at a central cost centre for a facility or service (this must be determined prior to finalising established FTE).
 4. Assess impact on staff for workers' compensation / return to work programs on the FTE required.
- (e) General
1. Nursing/Midwifery Unit Managers, Clinical Nurse/Midwife Educators, Clinical Nurse/Midwife Consultants and Nurse/Midwife Practitioners do not carry a direct clinical load.
 2. Consideration should be given to the evolution of future clinical roles in nursing.
 3. Consideration should be given to the additional responsibilities related to other activities such as the Magistrates Hearing and the Mental Health Review Tribunal and associated escorts.
 4. Consideration should be given to the impact of future legislative requirements on workloads where reasonably known.

SECTION VII: COMMUNITY AND COMMUNITY MENTAL HEALTH STAFFING ARRANGEMENTS

- (a) The Association and the Ministry agree that the following staffing arrangements are to apply in all Community Health Services (including services such as child and family health, community mental health and drug health) and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the principles specified in subclause (iii) Principles.

- (b) The current agreed average 'face-to-face' ratio in the Community Health Service (CHS) shall be used as the starting point for consideration of staffing levels where indications are that staffing numbers are insufficient to manage the workload.
- (c) Funded/budgeted FTE must include no less than four weeks (20 days) of annual leave relief per productive FTE. Where staff are required to work shift work or weekends then no less than six weeks (30 days) should be included. Managers are responsible for scheduling annual leave equitably throughout the year to manage leave liabilities and to prevent unreasonable increased workload for remaining employees arising from the taking of leave.
- (d) Funded / budgeted FTE must include no less than two weeks (10 days) of sick/FACs leave relief and mandatory education relief per productive FTE. Cost centres with child and family services must include an additional day to accommodate mandatory education leave for child protection.

Funded FTE available for relief of sick/FACS/ mandatory education is to be utilised as required when this leave is taken rather than used for permanent employment.

- (e) Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally, funding for this replacement is managed at a central cost centre for a facility or service.
- (f) Assess impact on staff for workers' compensation / return to work programs on the FTE required.
- (g) Existing appointed positions, e.g. CNCs and managers, must be maintained in their current role, and except in the case of emergencies, shall not be routinely used to cover nursing shortages in the general workload areas.

To ensure this occurs, each appointed position should have a position description that defines the scope and requirements of their primary role.

Leave relief for these positions is required in the funded FTE.

- (h) Induction programs including preceptorship should be in place to adequately supervise new staff. These programs would include a reasonable number of "supernumerary" hours followed by appropriate allocation of patients according to the complexity of need and the new staff's level of training. The ability to consult senior staff by phone should be ensured, particularly during induction. Funded FTE should incorporate a reasonable number of additional hours for this purpose based on historical turnover rates.
- (i) Community Health Services must have the ability to maintain a "pool" of casual staff to manage unplanned leave and vacancies or a sudden and unanticipated increase in workload.
- (j) Reasonable deployment within individual Community Health Services to address uneven workload distribution should occur as a day-to-day management strategy. However this should not be seen as a method of covering unfilled vacancies or ongoing sick leave.

Long term demographic trends may result in adjustment of boundaries to enable existing staffing to better accommodate the needs of the community while still maintaining composition of their team.

- (k) Appropriate hours for case management should be included in the Funded FTE to maintain a safe and holistic level of care for patients. This principle is inherent in the needs for patients in the community.
- (l) Appropriate time for travel in the context of the local geography and traffic conditions must be factored into hours required for clinical workload.
- (m) In accordance with occupational health and safety principles, hazards must be eliminated or controlled, appropriate loading facilities must be provided, to enable restocking of clinical supplies and equipment.

- (n) Nursing hours utilised in carrying out non clinically related activities eg. servicing of vehicles should be monitored, quantified and incorporated into the FTE required for a given service.
- (o) This list indicates minimum requirements only.

SECTION VIII: EMERGENCY DEPARTMENT STAFFING ARRANGEMENTS

- (a) The Association and the Ministry have agreed that the following staffing arrangements are to apply in Emergency Departments and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the Principles specified in subclause (iii).
- (b) When determining the nursing FTE required:
 - 1. The previous 12 months activity should be used unless the ED has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or Length of Stay.
 - 2. Staff assessment will be based on comparisons to the FTE Utilised in the individual ED in the previous year in conjunction with professional judgement, incorporating anecdotal information on known workload issues.
 - 3. Consideration needs to be given to local factors affecting workload. This may have the potential to increase the required FTE over and above that indicated by activity.
- (c) When determining the nursing FTE required for leave relief:
 - 1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
 - 2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
 - 3. Replacement for long service leave and paid maternity leave should not be considered part of the required FTE. Traditionally funding for this replacement is managed at a central cost centre for a facility or service.
 - 4. Assess the impact on staff for workers' compensation / return to work programs on FTE required.
- (d) General
 - 1. All Level 5 and 6 Emergency Departments to have a dedicated shift coordinator on all shifts in addition to the FTE required for clinical activity. The requirement for additional FTE for the Shift Coordinator in Levels 1 to 4 Emergency Departments is at the discretion of the facility after due consideration of the historical and anticipated activity for each shift of the week
 - 2. There is to be an identified triage nurse on every shift.
 - 3. Provision must be made for the coverage of community retrievals and participation in the facility Cardiac Arrest Team, if this an ED responsibility.
 - 4. Where an Emergency Department has a dedicated Psychiatric Emergency Care Centre (PECC), mental health specialist nurses must staff it. The FTE required for appropriate coverage of the PEC Unit is in addition to the requirement for the main sections of the Emergency Department.
 - 5. The facility must have a contingency plan to backfill nurses in the event that they are called out as part of a disaster team.
 - 6. This list indicates minimum requirements only.

- (e) Provision of designated nurses for the resuscitation area.

The provision of designated nurses for the resuscitation area in Emergency Departments will be as follows:

To provide the staffing levels set out in the table below the required additional nurses will be employed in accordance with a timetable agreed between the Ministry and the Association, with full effect from 1 July 2013.

Description	Provision
Adult/mixed Emergency Departments with a role delineation of Level 6 and Urgency Disposition Groups ('UDG') of 45,000 or more	Three designated resuscitation nurses on two shifts and two designated resuscitation nurses on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 6 and UDG of less than 45,000	Two designated resuscitation nurses on two shifts and one designated resuscitation nurse on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 3, 4 or 5 and UDG of more than 45,000	Two designated resuscitation nurses on two shifts and one designated resuscitation nurse on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 4 or 5 and UDG of more than 25,000 and less than 45,000.	One designated resuscitation nurse on each of three shifts per day

'UDG' stands for urgency disposition groups which is a methodology applied by the NSW Ministry of Health that weights Emergency Department attendances for the triage category mix and patient disposition e.g. hospital admission.

SECTION IX: HOSPITAL LISTINGS

- (a) The Ministry will publish on its website the following lists, updated annually:
1. As per clause 53, Section II (a), a list of Hospitals by Peer Group;
 2. As per clause 53, Section III (a), a list of Hospitals by Emergency Department role delineation;
 3. As per clause 53, Section VIII (d), a list of hospitals which outlines both the Emergency Department role delineation and Urgency Disposition Groups (UDG) attendances.
- (v) Role of Reasonable Workload Committees
- (a) Reasonable Workload Committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, the provision of specialist advice, training, and planning for bed or ward closures or openings as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses. Reasonable Workload Committees are a mechanism to provide for informed discussions at the local level and encourage the resolution where possible of any workload disputes at this level in the first instance.
 - (b) The committees by their operation shall not alter the rights and obligations of management to decide nursing workload matters.
 - (c) Public hospitals, mental health facilities and multi purpose sites shall monitor the implementation of reasonable workloads for nurses using the agreed Monitoring System in all inpatient wards/units.

Monthly and annual reports generated by the Monitoring System shall be provided to the Reasonable Workload Committee to ensure the committees have the information they need to assess workload issues.

In areas where the NSW Ministry of Health and the Association have agreed that the Monitoring System cannot apply, relevant available data pertaining to workloads will be collected and collated for the use of Reasonable Workload Committees.

- (d) It is intended that the Reasonable Workload Committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Award.
- (vi) Structure of Reasonable Workload Committees
- (a) Upon request by the Association, nurse(s) employed in a public hospital, or public health organisation or the employer, a Reasonable Workload Committee shall be established for the relevant public hospital or public health organisation. Such requests shall be made to the Chief Executive Officer of the public health organisation. Where circumstances warrant and are conducive to the efficient delivery of services, a Reasonable Workload Committee may be established by agreement between the Association and the employer that covers more than one public hospital or public health organisation.
- (b) Upon request by the Association or an employer a reasonable workload committee shall also be established for the relevant Local Health District or Statutory Health Corporation.
- (c) Each Reasonable Workload Committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association. Employer representation shall be determined by the employer as appropriate. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of the committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
- (d) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
- (e) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent shall make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.
- (f) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.
- (vii) Grievances in relation to workload
- (a) Notwithstanding the provisions specified in sub-clauses (ii) to (iii) of Clause 48 - Disputes in this Award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
- (b) A grievance in relation to such matter shall first be raised at the local ward/unit level with the Nursing/Midwifery Unit Manager responsible (or the appropriate manager).

- (c) If the matter remains unresolved, it should be referred to the appropriate Nurse/Midwife Manager, Director of Nursing or Local Health District Director of Nursing, depending on the nursing executive structure of the public hospital or public health organisation in which the grievance has arisen.
- (d) If the matter remains unresolved, it should be referred to the appropriate public hospital/public health organisation reasonable workload committee for consideration and recommendation to management. If the matter cannot be resolved by this committee, the issue may be referred to a Local Health District or Statutory Health Corporation committee under subclause (v) (b).
- (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 48 - Disputes in this Award.

54. Trade Union Activities

A. Trade Union Activities regarded as On-Duty

An Association delegate will be released from the performance of normal duty when required to undertake any of the activities specified at (i) to (viii) below.

While undertaking such activities on a normal rostered day on duty, the Association delegate will be regarded as being on duty and will not be required to apply for leave. The delegate will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

In circumstances where an Association delegate is not rostered for duty or is on an allocated/additional day off and is not required by the employer to undertake these activities, such time will not be counted as time worked.

- (i) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee representatives at a place of work as provided for in the *Work Health and Safety Act 2011*;
- (ii) Attendance at meetings with workplace management or workplace management representatives;
- (iii) 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.
- (iv) Giving evidence in court on behalf of the employer;
- (v) Presenting information on the Association and Association activities at induction sessions for new staff. The Association shall have up to one half-hour made available for a presentation in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the union's presentation and associated literature will also be included; and
- (vi) 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.

B. Trade Union Leave Activities

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

- (i) annual or biennial conferences of the Association;
- (ii) meetings of the Association's Executive, or Councils;
- (iii) annual conference of Unions NSW and the Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- (v) attendance at meetings called by the Director-General of Health/Health Service, as the employer for industrial purposes, as and when required;
- (vi) giving evidence before an Industrial Tribunal as a witness for the Association;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of Parts A, B and C of this clause apply.

C. Trade Union Training Courses

The following training courses will attract the grant of paid trade union leave as specified below:

- (i) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which paid trade union leave for such courses will be granted shall be negotiated between the Chief Executive and the Association.
- (ii) courses organised and conducted by the Australian Council of Trade Unions 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) the employer not being responsible for any travelling and associated expenses incurred in attending such courses;
 - (d) attendance being confirmed in writing to the employer by the Association or a nominated training provider."

D. On-Loan Arrangements

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

- (i) 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) as a member of a vocational or industry committee.
- (ii) briefing counsel on behalf of the Association;
- (iii) 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;
- (iv) country tours undertaken by a member of the executive or Council of the Association;
- (v) taking up of full time duties with the Association (excluding Elected Office);
- (vi) the following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:
 - (a) the employer will continue to pay the delegate or an authorised Association representative whose services are "on loan" to the Association;
 - (b) the employer will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation;
 - (c) agreement with the Association on the financial arrangements, including agreement on leave matters, must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive of the Health Service and the Association.
- (vii) "On loan" arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave, for incremental progression and for continuity of employment purposes.
- (viii) On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Chief Executive in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (ix) Where the Chief Executive and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Director-General of Health for determination after consultation with the Chief Executive and the Association."

E. Period of Notice for Trade Union Activities

The Chief Executive or their nominee 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.

F. Access to Facilities by Trade Union Delegates

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

- (i) telephone, facsimile and, where available, email facilities;
- (ii) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (iii) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association."

G. Responsibilities of the Trade Union Delegate

Responsibilities of the delegate are to:

- (i) establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (ii) participate in the workplace consultative processes, as appropriate;
- (iii) follow the dispute settling procedure applicable in the workplace;
- (iv) provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (v) account for all time spent on authorised Association business;
- (vi) when trade union leave is required, to apply for that leave in advance;
- (vii) distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive and the Association; and
- (viii) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level."

H. Responsibilities of the Trade Union

Responsibilities of the Association in respect of trade union activities are to:

- (i) provide written advice to the Chief Executive 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;
- (ii) meet travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (iii) of Part I, Responsibilities of Workplace Management;
- (iii) pay promptly any monies owing to the workplace under a negotiated "on loan" arrangement;
- (iv) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (v) apply to the Chief Executive of the health service well in advance of any proposed extension to the "on loan" arrangement;
- (vi) 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
- (vii) advise employer of any leave taken by the Association delegate during the on loan arrangement.

I. Responsibilities of Workplace Management

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

- (i) 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;
- (ii) 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;

- (iii) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (iv) 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;
- (v) re-credit any other leave applied for on the day to which trade union leave or release from duty subsequently applies. This does not apply where the delegate is rostered off duty on the day she/he is required to perform Association activities or on an allocated/additional day off duty;
- (vi) 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;
- (vii) to verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- (viii) 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.

J. Travelling and other Costs of Trade Union Delegates

- (i) Except as specified in subclause (iii) of Part I, Responsibilities of Workplace Management of this Award, travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- (ii) In respect of meetings called by the workplace management in terms of subclause (iii) of Part I, 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 clause 20 of this Award and relevant Circulars.
- (iii) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the employer, in respect of Association activities covered by paid trade union leave or trade union "on duty" activities provided for in this Award.
- (iv) 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 employer by the Association or the staff member.

55. Learning and Development Leave

(i) Definitions

The following definitions apply in this clause:

"Learning and Development Leave" includes leave granted to undertake tertiary studies at an accredited education institution and includes leave for examinations, or leave granted to attend external activities, such as conferences, seminars and short courses. Employees may also attend lectures, tutorials, conferences or seminars on days they are not rostered for duty, for which no payment is made.

Leave is not required for the following types of employer-supported learning activities that are undertaken by employees on a routine basis, and at which employees are considered to be 'on duty':

- in-house courses or activities
- mandatory training and education.

"Educational institutions" are those accredited to provide undergraduate and/or postgraduate tertiary studies that culminate in a recognised academic and/or professional qualification including a degree, diploma or certificate.

(ii) General

- (a) Learning and development is a shared responsibility between the organisation and the individual. Employees should be prepared to pursue their own development and the organisation should promote an environment that supports individual initiative.
- (b) The Secretary of Health is responsible for setting policy direction to ensure that all employees receive appropriate learning opportunities.
- (c) Chief Executives of Health Services are responsible and accountable for ensuring that employees receive appropriate learning opportunities in line with the present and future needs of the Health Service. Chief Executives are also responsible for allocating an appropriate budget for learning activities, which may include replacement costs for rostered staff who are on leave to attend an approved workshop, conference or tertiary studies.
- (d) Managers and supervisors are responsible and accountable for promoting and supporting learning activities for staff in their area of responsibility. Managers and supervisors are also responsible for arranging replacement staff, when necessary, for employees who may be attending learning activities. Managers and supervisors must advise all employees of the protocol for review procedures relating to non-approval of Learning and Development Leave.
- (e) Nurses wishing to attend a part time postgraduate course of study who are working shiftwork are to be given priority in being released from rostered shifts to attend lectures/tutorials where there are no alternative and feasible attendance options. Replacement of staff should be provided where appropriate. This applies only to further studies that lead to a recognised clinical qualification.
- (f) Employees are responsible for meeting all fees/costs associated with tertiary studies and fees associated with other educational activities unless the Health Service offers scholarships or other forms of financial assistance.

(iii) Eligibility

- (a) Access to Learning and Development Leave is at the discretion of the Health Service. It should be made available to all eligible employees within the Health Service to promote the development of a highly trained, skilled and versatile workforce which is responsive to the requirements of government and Health Service delivery.
- (b) Permanent staff who are full time or part time, and full time temporary employees are eligible to apply for leave. Part time temporary employees and permanent part time employees are granted leave on a pro-rata basis. Casual staff are not eligible for this form of leave.

(iv) Types and amount of leave

- (a) Seminars, conferences and short courses
 - (1) The approval of leave and/or financial assistance for attendance at seminars, conferences or short courses should be considered in light of the Health Service strategic plan. Employees may be granted Learning and Development Leave, or may be considered on duty depending on the priority for this activity in the light of the Health Service Strategic Plan.
 - (2) The amount of leave is at the discretion of the Health Service. Decisions in relation to financial assistance should be made in the context of the budget and the expected benefits to the Health Service.

(b) Tertiary Study

- (1) When developing local learning and Development Leave policy for tertiary study each Health Service will need to advise employees of local approval arrangements.
- (2) Leave is not to be approved for failed or repeated subjects.

(c) Face to face

- (1) The amount of leave granted is at the discretion of the Health Service. As a guide, in respect of attendance at an educational institution, employees may be granted 50% of compulsory attendance times up to four hours per week per semester or term.
- (2) The amount of leave to attend examinations should be based on the specific requirements of the individual course. An employee's request not to be rostered to work night shift on the day prior to a scheduled morning examination should, wherever practicable, be agreed to by the Health Service.

(d) Distance Education

An equivalent amount of Learning and Development Leave to that available for face to face study is to be granted to employees undertaking distance education.

(e) Accrual of leave

Learning and Development Leave associated with tertiary studies may be accrued up to a maximum of 5 days per semester or term, and may be accrued until the last examination of the semester, or the last attendance day of the semester if there is no final examination.

(f) Residentials

The amount of leave to attend a compulsory residential program should be based on the specific requirements of the course and should be negotiated at the time of application for Learning and Development Leave.

(g) Thesis/Research or combination Thesis/Research/Coursework

Periods of leave may also be granted to employees undertaking higher degrees by thesis, research, coursework, or a combination of same. The amount of leave will be based on four hours per week for each academic year of study. Rather than being taken on a week to week basis the leave is available over the course of study. For example, if the higher degree takes 1 academic year and an academic year is 30 weeks the entitlement for leave would be calculated as 30 weeks x four hours = 120 hours available over the year. If the higher degree takes two years the amount would be 240 hours. All hours are available over the length of the course and may be taken in amounts mutually agreeable between the employee and the Health Service.

(v) Payment for Leave

Leave approved pursuant to this clause will be paid at the employee's ordinary rate of salary and excluding penalty rates.

56. Career Break Scheme

- (i) The career break scheme allows employees to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into a trust account in the employee's name each pay period for

payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law.

- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) Each public health organisation will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year. The timing of the invitation of applications is to be determined by the public health organisation.
- (v) Each public health organisation will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. The public health organisation will not unreasonably refuse any application by an employee to participate in the career break scheme.
- (vi) For members of the State Superannuation Scheme (SSS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (e.g. First State Superannuation, HESTA, HIP) the public health organisation will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (xi) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.

- (xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave.

In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.

- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer, and will be paid all monies in the trust account.
- (xvii) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xviii) Subject to approval by the public health organisation an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year, employees are not permitted to undertake work in the NSW Health Service in positions covered by the Award. However, this does not prevent work in the NSW Health Service in another position not covered by the Award.
- (xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive public health system entity position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xx) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Ministry of Health and the Association and will consider any recommendations to vary the Scheme.

57. Commitments During Term of This Award

- (i) The Association commits to continuing co-operation with and, where requested, participation in, NSW Health efficiency and productivity improvement initiatives, including those set out below:
- (a) better demand management through Medical Assessment Units, Community Service Packages, and Community Acute/Post Acute Care;
 - (b) improved Severe Chronic Disease Management (SCDM);
 - (c) implementation of Electronic Medical Records, Electronic Medication Management, and Computerised Physician Order Entry;
 - (d) enhanced Healthcare Associated Infections (HAI) control;
 - (e) improved clinical hand-over procedures;
 - (f) reduction in medication errors;
 - (g) increased utilisation of Telehealth, enabling rural and remote hospitals to access advice and specialised skills to minimise treatment delays and reduce patient transfers;

- (h) improved Nursing/Midwifery Unit Manager capabilities;
 - (i) improved Drug & Alcohol Consultation liaison;
 - (j) improved Management of Patient Deterioration;
 - (k) management of ambulatory care sensitive conditions;
 - (l) implementing the new rostering system, in particular co-operating in learning and applying the new system; and
 - (m) continuation of changes to ensure consistency in approach to skill mix and classifications, including use of nurse practitioners, senior clinical nurses, enrolled nurses and assistants in nursing. One of the clinical areas to be reviewed to ensure appropriate skill mix is in operating theatres.
- (ii) The Association commits to continuing co-operation with and, where requested by the Ministry, participation in, the following safety and quality initiatives:
- (a) better discharge management planning to facilitate earlier discharges and other improved patient flow strategies;
 - (b) trialling and/or implementation of new models of care, such as Urgent Care Centres and the Surgery Futures project, which includes establishment of high volume short stay surgery centres and improved separation of emergency from planned surgery;
 - (c) operating theatre redesign to move procedures not needing a full operating theatre environment to procedure rooms and ambulatory care centres;
 - (d) implementation of programs to facilitate rapid assessment of patients from residential aged care facilities;
 - (e) the Pharmacy Reform program, in particular the review of nursing roles in medication management (including transition to home and general business processes) and implementation of any recommended changes; and
 - (f) operationalising Supervision for Safety principles within existing staffing.
- (iii) This commitment to co-operation is without prejudice to any claims the Association may make covering the period from 1 July 2009 with respect to increased productivity, work value or special case factors arising from the provisions described above, or any response by the Ministry to such claims.

58. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Health System Nurses' and Midwives' (State) Award 2018 published 28 November 2018 (382 I.G. 772) and all variations thereof.
- (ii) This Award shall apply to persons engaged in the industry of nursing.
- (iii) Industry of nursing means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 115 of the *Health Services Act 1997* or its successors, assignees or transmittes.
- (iv) This Award commences on and from 1 July 2019. It shall remain in force until 30 June 2020.
- (v) The increases shown in the second column of Schedule A commence from the first full pay period commencing on or after ('FFPPCOOA') 1 July 2019

SCHEDULE A
PART B
MONETARY RATES

Table 1 - Salaries

Description	Rate as at 01/07/2018 Per week \$	FFPPCOOA 01/07/2019 Per week \$
Assistant in Nursing/Midwifery		
1st Year	862.30	883.90
2nd Year	889.90	912.10
3rd Year	917.90	940.80
4th Year and Thereafter	946.20	969.90
Enrolled Nurse without medication qualification		
1st Year	1,058.30	1,084.80
2nd Year	1,081.70	1,108.70
3rd Year	1,104.60	1,132.20
4th Year	1,128.10	1,156.30
5th Year and Thereafter	1,151.90	1,180.70
Special Grade >08.12.99	1,187.80	1,217.50
Enrolled Nurse		
1st Year	1,081.70	1,108.70
2nd Year	1,104.60	1,132.20
3rd Year	1,128.10	1,156.30
4th Year	1,151.90	1,180.70
5th Year and Thereafter	1,175.30	1,204.70
Special Grade	1,211.30	1,241.60
Registered Nurse/Midwife		
1st Year	1,200.10	1,230.10
2nd Year	1,265.30	1,296.90
3rd Year	1,330.60	1,363.90
4th Year	1,400.60	1,435.60
5th Year	1,470.20	1,507.00
6th Year	1,539.30	1,577.80
7th Year	1,618.50	1,659.00
8th Year and Thereafter	1,685.10	1,727.20
Clinical Nurse/Midwife Specialist		
Grade 1 - 1st Year and Thereafter	1,753.60	1,797.40
Grade 2 - 1st Year	1,883.70	1,930.80
Grade 2 - 2nd Year and Thereafter	1,945.60	1,994.20
Clinical Nurse/Midwife Consultant		
Appointed prior to 31.12.99	2,156.40	2,210.30
Grade 1 - 1st Year >31.12.99	2,107.90	2,160.60
Grade 1 - 2nd Year >31.12.99	2,151.00	2,204.80
Grade 2 - 1st Year >31.12.99	2,193.60	2,248.40
Grade 2 - 2nd Year >31.12.99	2,237.20	2,293.10
Grade 3 - 1st Year >31.12.99	2,323.10	2,381.20
Grade 3 - 2nd Year >31.12.99	2,366.20	2,25.40
Clinical Nurse/Midwife Educator		
Year 1	1,824.50	1,870.10
Year 2 and Thereafter	1,883.70	1,930.80
Nurse/Midwife Educator		

4th Year as at 1/7/08	2,156.40	2,210.30
Grade 1 - 1st Year	2,049.40	2,100.60
Grade 1 - 2nd Year and Thereafter	2,107.90	2,160.60
Grade 2 - 1st Year	2,193.60	2,248.40
Grade 2 - 2nd Year and Thereafter	2,237.20	2,293.10
Grade 3 - 1st Year	2,323.10	2,381.20
Grade 3 - 2nd Year and Thereafter	2,366.20	2,525.40
Nurse/Midwife Practitioner		
1st Year	2,323.10	2,381.20
2nd Year	2,366.20	2,425.40
3rd Year	2,426.60	2,487.30
4th Year and Thereafter	2,487.40	2,549.60
Nursing/Midwifery Unit Manager		
Level 1	2,114.00	2,166.90
Level 2	2,214.10	2,269.50
Level 3	2,273.80	2,330.60
Nurse/Midwife Manager		
Grade 1 - 1st Year	2,107.90	2,160.60
Grade 1 - 2nd Year and Thereafter	2,151.00	2,204.80
Grade 2 - 1st Year	2,193.60	2,248.40
Grade 2 - 2nd Year and Thereafter	2,237.20	2,293.10
Grade 3 - 1st Year	2,323.10	2,381.20
Grade 3 - 2nd Year and Thereafter	2,366.20	2,425.40
Grade 4 - 1st Year	2,452.20	2,513.50
Grade 4 - 2nd Year and Thereafter	2,495.20	2,557.60
Grade 5 - 1st Year	2,580.70	2,645.20
Grade 5 - 2nd Year and Thereafter	2,624.30	2,689.90
Grade 6 - 1st Year	2,710.40	2,778.20
Grade 6 - 2nd Year and Thereafter	2,753.70	2,822.50
Grade 7 - 1st Year	2,925.10	2,998.20
Grade 7 - 2nd Year and Thereafter	2,968.60	3,042.80
Grade 8 - 1st Year	3,140.70	3,219.20
Grade 8 - 2nd Year and Thereafter	3,183.50	3,263.10
Grade 9 - 1st Year	3,355.40	3,439.30
Grade 9 - 2nd Year and Thereafter	3,398.70	3,483.70
Registered Mothercraft Nurse		
9th Year	1,430.00	1,465.80
The mothercraft classification applies only to persons employed in this classification as at 31 December 1988. Persons employed after that date are classified as Enrolled Nurses. As at 30 June 2015, all existing Registered Mothercraft Nurses were classified as Registered Mothercraft Nurse 9th Year.		

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Allowance	Rates as at 1/07/2018 \$	FFPPCOO A 1/07/2019 \$
		In charge of hospital		
1	12(i)(a)	RN in charge of hospital - per shift	34.31	35.17
		On Call		
2	12(ii)(a)	On Call Allowance - per hour	3.76	3.85
2	12(ii)(a)	On Call Allowance minimum payment	30.09	30.84
3	12(ii)(b)	On Call Allowance on RDO - per hour	7.49	7.68
3	12(ii)(b)	On Call Allowance on RDO minimum payment	59.94	61.44
4	12(ii)(c)	On call during meal break - per break	14.76	15.13

		Radiographic		
5	12(iii)(a)	Director of Nursing performing radiographic duties -per week	41.85	42.90
6	12(iii)(c)	Employee in absence of DON - per day	8.37	8.58
6	12(iii)(c)	Maximum payment - per week	41.85	42.90
7	12(iv)	Employee wearing lead apron - per hour	2.08	2.13
		In Charge of Ward/Hospital		
8	12(v)(a)&(b)	RN in charge of ward - per shift	34.31	35.17
9	12(vi)	RN in charge of ward also in charge of hospital <100 beds - per shift	51.46	52.75
9(b)	12(ix)	RN in charge of ward also in charge of hospital >100 beds - per shift	65.79	67.43
		Climatic/Isolation		
10	14(i)	Climatic Allowance - per week	3.85	3.90
10	14(ii)	Isolation Allowance - per week	7.56	7.66
11	17(i)	Special rate for RN - Tibooburra and Ivanhoe Hospitals - per week	33.96	34.40
11	17(i)	Special rate for EN, AIN - Tibooburra and Ivanhoe Hospitals - per week	14.80	14.99
		Justice Health		
11a.	17(iii)	Justice Health Service Environmental Allowance per annum	3,010	3,085
11b.	17(iv)	Justice Health Service Productivity Allowance - per week	74.19	76.04
		Excess Fares		
12	20(iv)(b)	Excess Fares - per day	5.33	5.40
		Uniform and Laundry Allowance		
13	23(iii)(a)	Uniform Allowance - per week	7.63	7.73
13	23(iii)(a)	Shoes Allowance - per week	2.36	2.39
13	23(iii)(a)	Uniform (including shoes allowance) - per week	9.99	10.12
13	23(iii)(a)	Cardigan or Jacket Allowance - per week	2.29	2.32
14	23(iv)	Laundry Allowance - per week	6.37	6.45
		Accommodation and Board Deductions		
15	38(iii)(a)	Separate bedroom - per week	71.84	73.64
15	38(iii)(b)	Self contained flat - per week	87.54	89.73
16	38(iv)	Deduction for meals (per week)	155.08	158.96
17	38(v)(b)	Breakfast - per meal	5.24	5.37
17	38(v)(b)	Other meals - per meal	9.55	9.79
		CSSD		
18	12(viii)	EN employed in CSSD unit with CSSD Cert - per week	16.27	16.68
		Flight Nurses		
19	17(v)	Industry Allowance, Flight Nurses, Ambulance Service - per week	16.61	17.03
		Continuing Education Allowance (CEA)		
20	13(ii)	CEA - Post Registration Hospital Certificate - per week	40.00	41.00
21	13(iii)	CEA - Post Graduate Certificate - pw	40.00	41.00
22	13(iv)&(x)	CEA - Post Graduate Diploma or Degree - per week	60.00	61.50
23	13(v)&(x)	CEA - Masters Degree or Doctorate - per week	72.00	74.00
24	13(vii)	CEA - Enrolled Nurse Certificate 4 - per week	29.00	29.50
25	13(viii)	CEA - Enrolled Nurse Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) - per week	36.00	37.00

SCHEDULE 1: NURSE/MIDWIFE MANAGERS

A registered nurse/midwife who:

Grade 1

- (a) participates in the management of the nursing service as the Deputy Nurse Manager in a small health facility or hospital and is responsible to an on-site Nurse Manager;
- (b) supervises the nursing services in a small health facility or hospital on evenings, nights and/or weekends (where such a position exists as a separate and substantive position).

Grade 2

- (a) supervises the nursing services in a health facility or hospital greater than 100 ADA on evenings, nights and/or weekends;
- (b) participates in the management of the nursing service of a small health facility or hospital as the Deputy Nurse Manager, and is responsible to a nurse manager who has responsibility for the management of two or more hospitals;
- (c) co-ordinates and manages a function, service or section (including a ward and/or unit or community nursing service) within a health facility or hospital.

Grade 3

- (a) co-ordinates and manages a nurse education service of a hospital or group of hospitals or health facility, supervising at least one other nurse educator (provided that the requirement to be responsible for one or more nurse educators shall not apply in the case of an employee who is regarded by his or her employer as a resource person for other nurse educators or who is a sole educator for that nurse education service);
- (b) participates in the management of nursing services as the Deputy Nurse Manager in a medium-sized health facility or hospital (other than a tertiary referral teaching hospital);
- (c) is responsible for the management of nursing services in a small health facility or hospital;
- (d) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital generally not exceeding 10 ADA.
- (e) co-ordinates and manages a complex function, service or section (including a large and/or complex ward and/or unit or community nursing service) within a health facility or hospital.

Grade 4

- (a) participates in the management of nursing services as the Deputy Nurse Manager in a complex hospital (other than a tertiary referral teaching hospital);
- (b) is responsible for the overall management of nursing services across a group of small hospitals or facilities or health services;
- (c) co-ordinates and manages a hospital wide function or service in a tertiary referral teaching hospital.

Grade 5

- (a) is responsible for nursing operations in a major clinical division (for example, surgery or medicine) of a teaching hospital (other than a tertiary referral teaching hospital);
- (b) co-ordinates and manages a complex nurse education function;

- (c) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 10 ADA and generally not exceeding 30 ADA.
- (d) is responsible for management of nursing services in a medium sized health facility or hospital.

Grade 6

- (a) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 30 ADA and generally not exceeding 75 ADA.
- (b) is responsible for the management of nurse education in a Local Health District where the largest hospital in the District is less than 250 ADA;
- (c) participates in the management of the nursing services as the Deputy Nurse Manager in a tertiary referral teaching hospital;
- (d) is responsible for nursing operations in a major clinical division of a tertiary referral teaching hospital;
- (e) is responsible for management of nursing services in a medium sized health facility or hospital.

Grade 7

- (a) is responsible for the management of nursing services in a complex hospital;
- (b) is responsible for the management of nursing services across a group of medium-sized hospitals or facilities or health services;
- (c) is responsible for the management of nurse education in a Local Health District where the largest hospital in the District has an ADA greater than 250.

Grade 8

- (a) is responsible for the overall management of nursing services across a group of complex hospitals or facilities or health services;

Grade 9

- (a) is the Local Health District Director of Nursing Services in a rural Local Health District ;
- (b) is responsible for the nursing services in a major teaching hospital providing tertiary referral services.

CORE KNOWLEDGE AND SKILLS

GROUP	Leadership	Communication	Knowledge	Performance Management	Planning	Resource Management
Grade 1	Ability to provide leadership as a resource person and role model in the clinical setting and in professional relationships and act as a mentor for less experienced staff	Ability to represent nurses and consult with staff and other health professionals appropriately. Ability to identify to and mediate potential and actual conflict between individuals.	Ability to utilise and share knowledge and skills relating to nursing practice. Ability to contribute to and utilise research.	Ability to assess the competence of staff, and identify strengths and limitations. Ability to facilitate professional development of staff. Ability to facilitate activities which enhance the practice of staff.	Ability to set goals, formulate and implement plans to achieve identified outcomes. Ability to contribute to the Implementation of organisational change.	Ability to effectively allocate and manage resources and set nursing priorities.
Grade 2	Ability to lead the development of policy relating to nursing practice and provide leadership through direction and support to staff.		Ability to acquire and utilise a sound and contemporary knowledge of nursing professional and management issues.		Ability to contribute to an operational plan for the nursing service and coordinate the process of organisational change.	Ability to develop, monitor and evaluate nursing resource allocation.
Grade 3	Ability to develop leadership and management potential in staff. Ability to identify the need for and initiate the development of policy relating to the nursing service.	Ability to utilise a broad range of communication skills selectively in a variety of settings.	Ability to facilitate the acquisition of knowledge by individuals and groups.	Ability to undertake planning for and monitor performance in areas of responsibility for both individuals and teams. Ability to undertake a range of performance management activities appropriately	Ability to develop an operational plan for the nursing service.	Ability to develop a staffing profile appropriate to service needs. Ability to develop nursing service budget within prescribed parameters.
Grade 4	Ability to evaluate and adjust policy.	Ability to represent the nursing service inside and outside the organisation at a local level. Ability to identify and mediate potential and actual conflict between groups.	Ability to acquire and utilise a sound and contemporary knowledge of health management and organisational issues. Ability to foster quality research activities.	Ability to develop performance assessment indicators and skill development tools.	Ability to coordinate planning across a range of services. Ability to manage the process of organisational change, evaluate the outcome and adjust direction.	Ability to identify nursing and/or health service budget requirements and negotiate for funding allocation.

Grade 5	Ability to develop an environment which promotes continuous improvement in practice.	Ability to manage media relations related to local issues within a policy framework. Ability to represent the organisation at a local level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the profession of nursing.	Ability to coordinate performance management activities within a range of services.	Ability to contribute to a strategic plan for the nursing service.	
Grade 6	Ability to develop a culture within the organisation which is open to critical reflection and change.			Ability to monitor and evaluate performance management across the organisation and identify opportunities to realise enhanced performance.	Ability to develop a strategic plan for the nursing service and contribute to the development of a strategic plan for the organisation.	Ability to assess nursing and/or health service resource utilisation and make recommendation
Grade 7		Ability to represent the nursing service in a range of including State and National.	Ability to identify, evaluate and incorporate where appropriate emerging trends within health care.	Ability to enhance organisational performance through collaboration with other health facilities.		
Grade 8	Ability to vision and articulate the potential for the organisation	Ability to represent the organisation at a State and National level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health		Ability to generate and develop a strategic plan for the organisation.	
Grade 9	Ability to contribute to and influence emerging trends within nursing and health.	Ability to negotiate on behalf of the organisation.		Ability to enhance organisational performance through collaboration with other organisations both within and outside the area of health.	Ability to analyse the strategic plan of the organisation for continuing relevance and adjust direction. Ability to contribute to a strategic plan for health care in a range of forums including at a State and National level.	Ability to identify additional funding sources and negotiate funding as required.

Represents core knowledge and skills. Each grade represents a higher level of function than those beneath. An assumption is made that those at Grade 8 (for example) will already have the knowledge and skills outlined in Grades 1-7.

SCHEDULE 2

1. The following qualifications shall attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Ministry and the Association shall attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance.

Clinical Speciality	Course	Institution
Cardiology/Coronary Care	Cardio-Thoracic Diseases Nursing Certificate	Randwick Chest Hospital
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiac Nursing Course	Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
		Royal Melbourne Hospital
		National Heart and Chest Hospital, London
		Coronary Care Unit Certificate
	Cardio-Thoracic Vascular Nursing Course	Green Lane Hospital, New Zealand
	Cardiothoracic Nursing Course	Freeman Hospital, Newcastle-Upon-Tyne, U.K.
		Groby Road Hospital, Leicester, U.K.
Community Health	Public Health Nursing Diploma	College of Nursing, Australia
	Health Visitors Certificate	The Royal Sanitary Institute, U.K.
Critical Care	Critical Care Nursing Certificate	Prince Henry, Prince of Wales Hospitals
	Emergency Nursing Course	Liverpool Hospital
	Critical Care Nursing Course	Geelong Hospital
		Waikato Hospital, New Zealand
Developmental Disability	Mental Retardation Certificate	NSW Nurses Registration Board
	Developmental Disability Certificate	
	Any Developmental disability certificate accepted for registration as a developmental disability nurse prior to 1985 by the NSW Nurses Registration Board in addition to the qualification entitling registration by the Nurses and Midwives Board.	
Geriatrics	Geriatric Certificate	NSW Nurses Registration Board
Intensive Care	Intensive Care Nursing Certificate	Royal Newcastle Hospital
		Liverpool District Hospital
		Royal Prince Alfred Hospital
		St George Hospital
		St Vincent's Hospital, Darlinghurst
		Northern Met Region, Health Dept.
		Southern Met Region, Health Dept

		Sydney Hospital
		RGH, Concord
		Central Coast Area Health Service
		Royal Hobart Hospital
		Royal Perth Hospital
		St Vincent's, Melbourne
		Canberra Hospital
	Intensive Care Nursing and Ward Management Diploma	College of Nursing, Australia
		The Parramatta Hospitals, Westmead
		NSW College of Nursing
	Intensive Care Unit Certificate	Prince Henry's Hospital, Melbourne
Mental Health	Psychiatric Certificate	NSW Nurses Registration Board
	Any mental health certificate accepted for registration as a mental health nurse prior to 1985 by the NSW Nurses Registration Board additional to the qualification entitling registration by the Nurses and Midwives Board.	
	Psychiatric Nursing Certificate	Metropolitan and Eastern School of Psychiatric Nursing, Victoria
		Western Area College of Nursing, Ireland
	Advanced Diploma in Nursing (Mental Health)	Christchurch Polytechnic, New Zealand
	Mentally Ill Qualification	Prestwick Hospital, Manchester, U.K.
		Southern Area Group School of Nursing, U.K.
	Mental Illness Nursing certificate	Bromley Health Authority, U.K.
Midwifery	Midwifery Certificate	NSW Nurses and Midwives Board
	Any midwifery certificate accepted for registration as a midwife by the Nurses and Midwives Board additional to the qualification entitling registration as a registered nurse.	
Neurology	Neurology and Neurosurgical Nursing Certificate	Royal Prince Alfred Hospital
		Melbourne Hospital
	Neuromedical / Neurosurgical Nursing Course	Royal North Shore Hospital
		Prince Henry/Prince of Wales Hospitals Westmead Hospital
	Neuro-Surgical Nursing Certificate	Royal Perth Hospital
	Certificate in Neuro-Surgical and Neurological Nursing	Alkinson-Morley Hospital, London
Occupational Health	Public Health Nursing (Occupational Health) Diploma	College of Nursing, Australia
Oncology	Oncology Certificate	Peter MacCallum Clinic, Melbourne
Operating Theatres	Operating Suite Nurse Course	Westmead Hospital
	Operating Theatre Nursing Certificate	Prince Henry, Prince of Wales Hospitals Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital Darlinghurst
		Hunter Region, Health Dept
		Royal Hobart Hospital
		Kent and Canterbury Hospitals, U.K.
	Operating Theatre Nursing and Management Diploma	College of Nursing Australia
		NSW College of Nursing

	Post basic Course in Operating Room Nursing	RGH, Concord
	Graduate Certificate in Perioperative Nursing	Liverpool Hospital
	Graduate Certificate in Anaesthetic and Recovery Nursing	Liverpool Hospital
	Operating Room Nursing Certificate	Royal Adelaide Hospital
	Operating Room Post Basic Course	Western General Hospital,
	Operating Room Technique and Management	Melbourne Repatriation and General Hospital, Heidelberg, Victoria
	Operating Theatre Techniques and Management Certificate	St Vincent's Hospital, Melbourne
	Operating Theatre Techniques Certificate	Royal Melbourne Hospital
		South African Nursing Council
		Middlesex Hospital, U.K.
	Operating Theatre Nursing Course	Epsom District Hospital, London
		Nottingham School of Nursing, U.K.
	Operating Department Nursing Certificate	East Berkshire School of Nursing, U.K. Wexham Park Hospital, Slough, Berkshire, U.K. Lewisham School of Nursing, London Queen Elizabeth School of Nursing, Birmingham, U.K.
	Operating Department Nursing Course	English National Board for Continuing Education and Training, Hillington Health Authority, U.K.
Ophthalmology	Ophthalmic Nursing Certificate	Sydney Hospital
Orthopaedics	Certificate in Orthopaedic Nursing	Moorefields Hospital, London Royal National Orthopaedic Hospital, London and Stanmore, Middlesex Heathwood Hospital, Ascot, U.K.
	Orthopaedic Nursing Certificate	Gartnavel General Hospital, Glasgow, U.K. Nuffield Orthopaedic Centre, Oxford, U.K.
		Princess Elizabeth Orthopaedic Hospital, U.K.
		Basingstoke North Hampshire Health Authority, U.K.
	Orthopaedic Nursing Course	Robert Jones and Agnes Hunt Orthopaedic Hospital, U.K.
Paediatrics	Infants Certificate	NSW Nurses Registration Board
	Mothercraft Certificate	
Renal	Renal Diseases and Transplantation Certificate	Prince Henry, Prince of Wales Hospitals
		Royal Newcastle Hospital
		Royal Prince Alfred Hospital
		Sydney Hospital
	Nephrology, Dialysis and Transplant Nursing Certificate	Royal North Shore Hospital
	Graduate Certificate in Renal Nursing	Liverpool Hospital
	Renal Nursing Certificate	Guys Hospital, London
		St Mary's Hospital, London
	Renal Nursing Course	The London Hospital
Thoracic	Thoracic Nursing Certificate	The British Thoracic Association

SCHEDULE 3

1. The following qualifications shall attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Ministry and the Association shall attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance.

Clinical Speciality	Course	Institution
Paediatrics	Mothercraft Certificate	NSW Nurses and Midwives Board. (In addition to the qualification entitling enrolment by the Nurses and Midwives Board.)

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

ROADS AND MARITIME SERVICES (TRAFFIC SIGNALS STAFF) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services.

(Case No. 200890 of 2019)

Before Chief Commissioner Kite

17 July 2019

AWARD

PART A

SECTION ONE - APPLICATION AND OPERATION

1. Title

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

2. Arrangement

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

PART A

SECTION ONE - APPLICATION AND OPERATION

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

SECTION TWO - TERMS OF EMPLOYMENT AND RELATED MATTERS

11. Employment Categories

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

12. Working Hours
13. Shift Work
14. Overtime

SECTION FOUR - WAGES, ALLOWANCES AND RELATED MATTERS

15. Compensatory Travel Leave and Payments

16. Salaries
17. Minimum and Maximum Payments
18. Incremental Progression
19. Higher Duties Relief
20. Salary and Grade Appeals
21. Allowances and Expenses
22. Provision of Tools

SECTION FIVE - LEAVE AND PUBLIC HOLIDAYS

23. Public Holidays
24. Recreation Leave
25. Long Service Leave
26. Sick Leave
27. Family and Community Service Leave
28. Maternity Leave
29. Adoption Leave
30. Parental Leave
31. Study and Examination Leave
32. Military Leave
33. Special Leave
34. Leave Without Pay

SECTION SIX - OTHER CONDITIONS

35. Deduction of Union Membership Fees
36. Contracting Out
37. Local Arrangements

PART B

Table 1 - Salaries

Table 2 - Allowances and Expenses

APPENDIX A - Workplace Reform

APPENDIX B - Glossary of Terms

APPENDIX C - Grievance Management Procedure

3. Definitions

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

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

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

- 3.5 "Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988*.

4. Purpose of This Award

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

5. Area, Incidence and Duration

- 5.1 This Award will be known as the Roads and Maritime Services (Traffic Signals Staff) Award 2019.
- 5.2 This Award applies to Traffic Signals Staff employed within the Traffic Signals classification set out in Part B, Monetary Rates as members of the Transport Service in the RMS Group.
- 5.3 This Award will remain in force for a period of one (2) years from 1 July 2019, and rescinds and replaces the Roads and Maritime Services (Traffic Signals Staff) Award 2017 published 9 February 2018 (382 I.G. 491).
- 5.4 Salary and allowance adjustments provided for in this Award are as follows:
- (a) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2019;
 - (b) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2020;
 - (c) allowance items in part B table 2 will be increased in accordance with variations made via Treasury Circulars and Schedule B amended as required.
- 5.5 The parties bound by the Award are the:
- (a) The Secretary of the Department of Transport as head of the Transport Service; and
 - (b) Electrical Trades Union of Australia, New South Wales Branch.
- 5.6 The parties agree to begin negotiations for a new award at least six months prior to the expiration of this Award.

6. No Extra Claims

- 6.1 Other than as provided for in the *Industrial Relations Act 1996* 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.
- 6.2 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.

7. Grievance Resolution

7.1 Grievance resolution

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

8. Dispute Settlement Procedure

8.1 Dispute settlement

- (a) A dispute is defined as a complaint or difficulty which affects one or more staff member(s). A dispute may relate to a change in the working conditions of a group of staff which is perceived to have negative implications for those staff.
- (b) It is essential that management and the ETU consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the ETU is contrary to the intention of these procedures.
 - (i) If a dispute arises in a particular work location which cannot be resolved between a staff member or their representative and the supervising staff, the dispute must be referred to RMS's Manager of the Industrial Relations Section or another nominated officer who will then arrange for the issue to be discussed with the ETU.
 - (ii) If the issue cannot be resolved at this level, the issue must be referred to senior management.
 - (iii) If the issue cannot be resolved at this level, the issue must be referred to the Industrial Relations Commission of New South Wales.
 - (iv) While these procedures are continuing, no work stoppage or any other form of work limitation shall occur and the status quo existing prior to the dispute shall remain.
 - (v) The ETU reserves the right to vary this procedure where a safety factor is involved.

8.2 Disputes relating to Work Health and Safety

- (a) RMS and Traffic Signals Staff are committed to the *Work Health and Safety Act 2011* (NSW), and other relevant statutory requirements at all times.
- (b) When WH&S risk is identified or a genuine safety factor is the source of dispute:
 - (i) Staff have a duty to notify RMS of the risk through their Work Health and Safety Committee, and
 - (ii) To allow RMS a reasonable amount of time to respond.

- (iii) RMS has a duty to address the issue identified, and
- (iv) Report on the issue within a reasonable timeframe
- (c) The notification of WorkCover without allowing RMS a reasonable amount of time to respond to the issue is a breach of the legislative provisions.
- (d) RMS respects the right of staff to refuse to continue work owing to a genuine safety issue.
- (e) The unions and wages staff acknowledges that the creation of an industrial dispute over a WH&S matter that is not legitimate is a breach under section 268 of the *Work Health and Safety Act 2011* (NSW).

9. Consultation

- 9.1 Pursuant to the provisions contained in this subclause, there shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the Employer, ETU and Employees.
- 9.2 The Employer is committed to consultation on workplace policies and such policies will continue to have effect until such time as the Employer amends, replaces or rescinds policy.
- 9.3 Employer to Notify
- (a) Where the Employer intends to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer undertakes to notify the employees who may be affected by the proposed changes and the relevant Branch or State Secretary of the ETU.
 - (b) Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or relocation or transfer of employees to other work or locations, the restructuring of jobs, changes to the working arrangements of Employees, changes to employment conditions (for example, due to legislative or regulatory change), the use of contractors to perform work normally performed by employees covered by this Award and the legal or operational structure of the business.
- 9.4 Employer to Consult
- (a) The Employer undertakes to discuss with the Employees affected and the ETU in good faith the introduction of any change referred to in subclause 9.3, the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on Employees and to give prompt consideration to matters raised by the Employees and/or the ETU in relation to the changes.
 - (b) The discussion shall commence as early as practicable and before the Employer has made a final decision to adopt and implement any changes referred to in subclause 9.3. For the purposes of such discussion, the Employer undertakes to provide in writing to the Employees concerned and the ETU, appropriate relevant information about such changes including the nature of the proposed changes, what they are intended to achieve and the expected effects of the changes on Employees.
 - (c) The Employees will be given an opportunity and sufficient time in which to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
 - (d) The Employer will genuinely consider and respond in writing to any feedback provided by Employees and the Employer Representatives.

- (e) Where, subject to the provisions of this Clause, the Employer makes a final decision to implement change in the workplace and the ETU disagrees with that decision, subject to there being no stoppage of work as a result of the decision of the Employer, the ETU may refer the matter in dispute to the NSW Industrial Relations Commission for conciliation and/or arbitration in accordance with Clause 8 of this Award.
 - (f) Provisions regarding consultation in the context of contracting out are contained in Clause 36 of this award.
- 9.4 The parties to this award will be able to nominate representatives to attend all advisory groups created by the Roads and Maritime Service (Wages Staff) Award 2017 (as varied from time to time).

10. Anti-Discrimination

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

NOTES

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

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

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

SECTION TWO - TERMS OF EMPLOYMENT AND RELATED MATTERS**11. Employment Categories**

11.1 General terms

- (a) Employment is by the fortnight for full-time and part-time staff.
- (b) RMS will pay all staff fortnightly by electronic funds transfer into a bank or other approved financial institution.
- (c) RMS and the ETU recognise that all Staff will perform work as specified by RMS. RMS will regard any unreasonable failure to perform this work requirement as a refusal to perform duties. RMS's disciplinary policy will be followed in such cases.
- (d) Staff must carry out duties that:
 - (i) they have the skills, competence, training and qualifications to undertake
 - (ii) are within the classification structure of this Award
 - (iii) do not promote de-skilling.
- (e) RMS will not require a staff member to work in an unsafe or unhealthy environment or in breach of any statutory or regulatory requirement.
- (f) Employment of full-time and part-time staff can be terminated by RMS with the following periods of notice dependent upon the years of "continuous service":
 - (i) up to three years' service 2 weeks' notice
 - (ii) more than three years but less than five years' service at least 3 weeks' notice
 - (iii) more than 5 years' service at least 4 weeks' notice with a loading of one week on the applicable period where the staff member is over 45 years and has at least 2 years completed years of continuous service with RMS as at the date of termination.

11.2 Part-time employment

- (a) Staff may be employed on a part time basis subject to the needs of RMS and in accordance with its policies and procedures for permanent and part-time staff.
- (b) Staff may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under any duress to move from full-time to part-time work, or vice versa.
- (c) Part-time staff will be employed as required.
- (d) If it is essential that part-time staff work extra hours, the extra hours will be paid at the following rates:
 - (i) ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties
 - (ii) appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.

- (e) Individual working arrangements will be:
 - (i) agreed between RMS and the staff member concerned
 - (ii) set out in a written agreement signed by both parties and approved by the appropriate Branch Manager
 - (iii) able to be varied at any time by negotiation between the parties.
- (f) The salaries and conditions of employment for part-time staff will be based on a pro-rata application of salaries and conditions of employment contained in this Award for full-time staff performing similar duties.
- (g) RMS will notify the ETU prior to the employment of part time staff.

11.3 Promotion criteria

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

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

12. Working Hours

- 12.1 A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:
 - (a) a 20 day, 4 week cycle
 - (b) Monday to Friday inclusive
 - (c) 19 working days of 8 hours each
 - (d) working hours each day between 6.00am and 5.30pm.
- 12.2 The commencing times operating at the various RMS offices at the time of implementing this clause shall not be changed without consultation with staff.
- 12.3 For each day worked 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO").
- 12.4 Staff who attend RMS conferences, attend training organised by RMS or who sit for an examination on their ADO will have another day off in lieu.
- 12.5 Where the ADO falls on a public holiday, the next working day will be taken as the ADO.
- 12.6 By agreement with RMS an alternate day in the four week cycle may be taken as the ADO. The conditions of this Award will apply to the alternate nominated ADO.
- 12.7 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.
- 12.8 Staff who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.

12.9 Staff who have either:

- (a) not worked a complete four-week cycle, or
- (b) are regarded as not having worked a complete four-week cycle according to 11.1 above

receive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.

12.10 Staff may be required to work on their ADO for the following reasons:

- (a) to allow other staff to be employed productively to carry out maintenance outside of ordinary working hours
- (b) because of unforeseen delays to a particular project (or part)
- (c) emergency or other unforeseen circumstances on a project.

12.11 Staff may be required to work on a programmed ADO. If staff work on a programmed ADO they are:

- (a) given at least five (5) working days notice of the change
- (b) not paid penalty payments
- (c) permitted to take an alternate day off in the work cycle

12.12 Staff required to work on their ADO without the notice period outlined in subclause 12.11 and who are not provided with an alternate day off will be paid at Saturday overtime rates.

12.13 Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.

12.14 The conditions in 11.2 - 11.11 above also apply to continuous shift workers.

12.15 Staff on shift work shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.

12.16 Changes to work cycles

- (a) If following the working of a particular work cycle for 12 months or more, RMS proposes to implement an alternative to the normal working week as set out in subclause 12.1 or return to the normal working week set out in subclause 12.1, RMS will engage in a consultation process in accordance with clause 8 (Dispute Settlement Procedure).
- (b) In addition to any obligation on the parties to consult as set out in clause 8 (Dispute Settlement Procedure), RMS will provide information to the affected Employees on the need for the change and the rationale for the proposed change based on business needs.
- (c) At any stage in the consultation process, either party may raise the issue as a grievance or a dispute in accordance with clause 8.1 (Dispute Settlement).
- (d) During this period of consultation regarding a proposed change in work cycle, or in the event a party notifies the other of a dispute concerning the proposed change, the status quo will remain unless recommended or ordered otherwise by the New South Wales Industrial Relations Commission. For this purpose "status quo" means the work cycle in place immediately prior to the proposed change.

- (e) Subclause 12.16 will not apply in circumstances where changes to a work cycle are required for a short term to respond to a fire, flood, storm or other emergency situation.

13. Shift Work

13.1 General

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

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

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

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

- (f) Time worked on a Saturday, Sunday or public holidays will be paid at overtime rates, provided that:
 - (i) Friday shifts referred to in subclause 13.2 (c)(iv) will be paid at ordinary shift rates
 - (ii) Sunday shifts referred to in subclause 13.2 (c)(iii) will be paid at ordinary shift rates after midnight Sunday.
- (g) If staff work a shift of less than five continuous days and:
 - (i) it is not due to the actions of staff they will be paid overtime rates
 - (ii) it is due to the actions of the staff they will be paid normal shift rates.
- (h) If a shift exceeds four hours, staff will be allowed and paid 30 minutes crib time on each shift.
- (i) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- (j) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- (k) Staff who do not work a complete four week cycle will receive pro-rata accrued entitlements for each shift (or part of a shift) worked.
- (l) Local management and staff will agree on the:
 - (i) arrangements for ADOs during the 20 shift cycle
 - (ii) accumulation of ADOs (maximum of five).
- (m) Once ADOs have been rostered they must be taken unless RMS requires a staff member to work in emergencies.

14. Overtime

14.1 General

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

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

- (iii) To qualify for the above allowance staff must continue to work after their allowed break.
- (iv) Staff required to work past 12 noon on Saturday are entitled to a 30 minute meal break, without loss of pay between 12 noon and 1 pm.
- (j) Staff working overtime and supervising other staff will be paid the same penalties as those under their control.
- (k) RMS may require staff to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to the staff member's health and safety;
 - (ii) the staff member's personal circumstances including any family and carer responsibilities
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by RMS regarding the working of overtime, and by the officer of their intention to refuse the working of overtime; or
 - (v) any other relevant matter.

14.2 Call-outs

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

- (ii) The staff member should be given sufficient additional rest time except in cases of emergency where the staff member is required for duty.
- (iii) When additional rest time is granted to a staff member, they will be paid at ordinary rates for the period that they are absent from work.
- (iv) Should RMS not be able to grant the staff member additional rest time in accordance with subclause 14.2(d)(i) and the staff member is required to attend for duty, no additional penalty payment will be made. Penalty payments will only be made where sub clause subclause 14.3 comes into operation.

14.3 Rest break between shifts after overtime

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

SECTION FOUR - WAGES, ALLOWANCES AND RELATED MATTERS

15. Compensatory Travel Leave and Payments

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

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

16. Salaries

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

17. Minimum and Maximum Payments

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

18. Incremental Progression

- 18.1 Staff will be entitled to incremental progression within a grade after 12 months satisfactory service and conduct on each step-in grade.

- 18.2 RMS may withhold an increment or reduce a staff member's salary on the basis of the staff member's:
- (a) inefficiency
 - (b) misconduct in an official capacity.
- 18.3 RMS will provide staff with written reasons for withholding an increment or reducing their salary within 30 days of the increment being due, or of the reduction taking effect.
- 18.4 Periods of leave without pay where the total period of absence in any one year is greater than 5 days will not count as service when determining increments.

19. Higher Duties Relief

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

20. Salary and Grade Appeals

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

20.3 RMS will hear the appeal and allow the staff member to either:

- (a) attend the appeal and present the case, or
- (b) arrange for their representative to present the case.

21. Allowances and Expenses

21.1 Meals on Journeys that do not require Overnight Accommodation

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

21.2 Meals on overtime

- (a) A meal allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award will be paid when working overtime:
 - (i) for longer than one and half hours
 - (ii) for working each additional four hours
- (b) When recalled to work a meal allowance will be paid:
 - (i) after working four hours

- (ii) after each additional four hours worked.
- (c) When recalled to work overtime a crib time of 20 minutes without loss of pay will be allowed for each four hours worked if work continues after the break.

21.3 Private motor vehicle allowances

- (a) If staff do not wish to use their private motor vehicles for RMS business, under no circumstances can they be required to do so.
- (b) Staff may use their private motor vehicle on official RMS business only if:
 - (i) there is no RMS vehicle, or public or other transport available and
 - (ii) the use of the private motor vehicle is essential for the economic performance of the staff member's duties
 - (iii) the use is authorised in advance.
- (c) Staff will be paid the:
 - (i) RMS business rate
 - for use of a private vehicle on RMS business
 - (ii) Specified journey rate
 - for use of private vehicle for transport to a temporary work location
 - for the approved use of a private vehicle on RMS business when a RMS vehicle or public transport is available, but the staff member chooses and prior approval is given to use the private vehicle.
- (d) The rates of motor vehicle allowances will be published separately by RMS.
- (e) If staff are entitled to the cost of rail travel, but choose to use their private motor vehicle, they will be reimbursed the equivalent cost of the rail fares (including sleepers where appropriate).

21.4 Residential course allowances

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

21.5 Lodging and travelling allowances

- (a) If RMS requires staff to journey away from their headquarters and stay overnight at a place other than home, RMS may:
 - (i) elect to arrange and pay for the accommodation direct to the accommodation provider and;
 - (ii) Reimburse the staff member the appropriate meal and incidental allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award, or
 - (iii) elect to pay actual and reasonable expenses, or
 - (iv) elect to pay full expenses subject to the staff member obtaining prior approval to arrange and pay for the overnight accommodation

- (b) The standard of accommodation for staff is expected to be at a level of 3 star as rated by the NRMA or other recognised accommodation assessors where such standard of accommodation is available.
- (c) In all circumstances staff must be given prior approval to travel.

21.6 Fares to temporary work location

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

21.7 Relocation expenses

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

22. Provision of Tools

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

Centre punch	Diagonal cutting nippers (insulated, 150mm)
Measuring tape (3m)	Allen keys, metric
Hacksaw	Insulated screwdriver (Phillips No 2, 100mm)
Ball pien hammer (250g)	Screwdriver (Phillips No 0, 75mm)
Multigrips or vise-grip	Insulated screwdriver (Square, 250x10mm)

Knife (Stanley)	Screwdriver (Square, 200 x 8mm)
Universal adjustable wire stripper	Screwdriver (Square, 130 x 6mm)
Combination pliers (insulated)	Screwdriver (Square, 100 x 3mm)
Long-nose pliers (insulated, 150mm)	Shifting spanner (100mm)
	Shifting spanner (200mm)

SECTION FIVE - LEAVE AND PUBLIC HOLIDAYS

23. Public Holidays

23.1 This section covers the following gazetted public holidays:

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

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

23.3 Local public holidays

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

23.4 Public service holiday

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

24. Annual Leave

- 24.1 Annual leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.
- 24.2 Leave is granted at the discretion of RMS.
- 24.3 The minimum period of leave that may be claimed is one hour. Any leave claimed in excess of one hour is to be claimed to the nearest one minute.
- 24.4 Staff employed on seven day continuous shift basis will accrue recreation leave of 2 1/12 days for each completed month to a maximum of 25 days.
- 24.5 Staff shall wherever practicable, take their annual leave within six months of it becoming due.
- 24.6 RMS may direct staff to take leave for which they are eligible, provided that:
- (a) RMS gives the staff member at least four weeks' notice of the starting date of the leave.
 - (b) as far as practicable, RMS takes the staff member's wishes into account when fixing the time for the leave.

25. Long Service Leave

25.1 General

- (a) The entitlement to long service leave is set by the *Transport Administration Act 1988* (NSW).
- (b) Staff who have completed 10 years' service recognised by RMS, are entitled to long service leave of:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days long service leave
- (d) From 1 January 2005, staff who have completed at least 7 years continuous service with the RMS, or as recognised in accordance with paragraphs (g) and (h) below, are entitled to access the long service leave accrual indicated in (b) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) Staff who are employed part-time are entitled to long service leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- (f) Staff who are employed as shift workers are debited the number of working days that fall during the period of leave, which may include a Saturday or Sunday that forms a part of the ordinary roster.
- (g) All previous full-time and part-time service with RMS, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time or part-time basis with RMS.

- (h) Prior service with other NSW Government bodies may also be recognised by RMS in accordance with Part Three, Division 2 and Schedule 2 of the Government Sector Employment Regulation 2014.
- (i) Nothing in paragraphs (g) or (h) above entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

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

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

25.3 Taking of long service leave

- (a) Subject to RMS approval, staff may take long service leave:
 - (i) at a time convenient to RMS;
 - (ii) for a minimum period of one hour;
 - (iii) at full pay, half pay or double pay.
- (b) If staff take leave at double pay:
 - (i) the long service leave balance is debited the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) the additional payment is made to staff as a taxed, non-superable allowance;
 - (iii) all leave entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (c) If staff take leave at half pay:
 - (i) the long service leave balance will be debited at the rate of half the days/hours taken as long service leave;
 - (ii) recreation leave entitlements will accrue at half the ordinary rate for the days/hours absent from work;

- (iii) all other entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (d) For staff whose ordinary hours of work are constant, payment is made at the current rate of pay.
- (e) For part-time staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - (i) the past 12 months, or
 - (ii) the past 5 yearswhichever is the greater.
- (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (g) Payments will be increased to reflect any increment action that staff become eligible for while absent on long service leave.
- (h) Staff who take long service leave whilst in service, may choose to be paid fortnightly or in one lump sum in advance of taking leave.

25.4 Sick leave while on long service leave

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

25.5 Public Holidays while on long service leave

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

25.6 Payment or transfer of long service leave on termination

- (a) Staff who are entitled to long service leave on termination of employment, including retirement, are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) For staff employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.

- (c) Staff who have at least five years' service as an adult but less than seven years' service, are paid pro-rata long service leave if employment is terminated:
 - (i) by RMS for any reason other than serious and intentional misconduct; or
 - (ii) by staff request in writing on account of illness, incapacity or domestic or other pressing necessity
- (d) In the event (c) applying, any period of leave without pay taken does not count as service.
- (e) Staff who resign and immediately commence employment in another government sector agency or in a related government agency may be entitled to have their existing long service leave accrual recognised by their new employer pursuant to Schedule 2 of the Government Sector Employment Regulation 2014.

26. Sick Leave

26.1 General

- (a) Staff are eligible for sick leave where it is established that leave is necessary due to ill health.
- (b) Staff are eligible for 15 days' sick leave, fully cumulative in each calendar year.
- (c) If staff are unable to attend work due to illness or injury, they must advise their manager as soon as reasonably practicable, and preferably before starting time:
 - (i) that they are unable to attend work,
 - (ii) the nature of their illness or incapacity; and
 - (iii) the estimated period of absence from work.
- (d) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section.
- (e) Staff absent from duty for more than 2 consecutive working days because of illness must provide a medical certificate to RMS in respect of the absence.
- (f) Staff who take sick leave in excess of 5 uncertified working days in a calendar year will be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (g) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they may be granted sick leave for the whole period if RMS is satisfied that the reason for the absence is genuine.
- (h) If RMS is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to a medical practitioner for advice.
 - (i) The type of leave granted to the staff member will be determined by RMS based on the medical advice received.
 - (ii) If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.

- (i) RMS may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- (j) Nothing in subclause 26.1 removes the right of RMS to request medical certificates for single day absences where required or from referring the staff member for an independent medical assessment for other reasons as prescribed in RMS's Sick Leave Procedures - Fitness to Continue Assessment or equivalent.

26.2 Additional Special Sick Leave

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

27. Family and Community Service Leave

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

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

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

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

- (a) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does

not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and

- (b) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.

27.4 Family and community service leave shall accrue as follows;

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

27.5 Family and community service leave is available to part-time staff on a pro-rata basis, based on the number of hours worked.

27.6 Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete, 'per occasion' basis to a staff member to cover the period necessary to arrange or attend the funeral of a family member or relative.

27.7 For the purposes of this subclause, 'family' means a staff member's:

- (a) spouse;
- (b) de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
- (d) parent (including a foster parent or legal guardian);
- (e) grandparent or grandchild;
- (f) sibling (including the sibling of a spouse or defacto spouse);
- (g) same sex partner who they live with as a defacto partner on a bona fide domestic basis; or
- (h) relative who is a member of the same household where, for the purposes of this definition -
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (iii) 'household' means a family group living in the same domestic dwelling.

27.8 Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow staff to provide short-term care or support for a family member who is ill.

27.9 Access to other forms of leave is available to staff for reasons related to family responsibilities or community service, subject to approval. These include:

- (a) Accrued recreation leave
- (b) Leave without pay
- (c) Time off in lieu of payment for overtime

(d) Make up time.

27.10 Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.

27.11 A staff member appointed to RMS who has had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.

28. Maternity Leave

28.1 Female staff are entitled to maternity leave to enable them to retain their position and return to work within a reasonable time after the birth of their child.

28.2 Unpaid maternity leave may be granted on the following basis:

(a) up to nine weeks before the expected date of birth

(b) up to 12 months after the actual date of birth

28.3 Permanent Staff may be granted paid maternity leave if they have completed at least 40 weeks' continuous service in the NSW public sector prior to the expected date of birth of their child at the ordinary rate of pay for:

(a) fourteen weeks at full pay or

(b) 28 weeks at half pay or

(c) a combination of the two options above

28.4 The equivalent pay for the period of leave can be requested as a lump sum, paid in advance of starting maternity leave.

28.5 The lump sum payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.

28.6 A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:

(a) at the rate 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 staff member 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 staff member has not reduced their hours.

28.7 Staff who choose to take paid maternity leave as a lump sum and request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.

28.8 Staff who receive payment under this clause are not entitled to any payment under clause 30, Parental Leave.

28.9 Where staff are on one form of leave and their child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

29. Adoption Leave

- 29.1 Staff are entitled to adoption leave if they are the person who assumes the primary role in providing care and attention to the child.
- 29.2 Adoption leave starts from the date of taking custody of the child.
- 29.3 Unpaid adoption leave is available to all permanent staff and may be taken as:
- (a) short adoption leave, being three weeks on leave without pay
 - (b) extended adoption leave:
 - (i) up to 12 months on leave without pay
 - (ii) including any short or paid adoption leave
- 29.4 Paid adoption leave may be granted to permanent staff who have completed at least 40 weeks' continuous service in the NSW public sector prior to taking custody, at the ordinary rate of pay for:
- (a) fourteen weeks or;
 - (b) 28 weeks at half pay or;
 - (c) a combination of the two options above
- 29.5 The equivalent pay for the period of leave can be requested, as a lump sum, paid in advance of starting adoption leave.
- 29.6 Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- 29.7 Staff who chose to take paid adoption leave as a lump sum and request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.
- 29.8 Staff who receive payment under this clause are not entitled to any payment under clause 30, Parental Leave.
- 29.9 A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate 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 staff member 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 staff member has not reduced their hours.
- 29.10 Where both partners are employed in the public sector, adoption leave will only be granted to one partner for each adoption.

30. Parental Leave

- 30.1 Staff who are not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable them, as a parent, to share in the responsibility of caring for their child or children.

30.2 Staff employed on a full-time or part-time basis who have completed at least 40 weeks continuous service in the NSW public sector, are entitled to paid parental leave of:

- (a) one week at full ordinary pay; or
- (b) two weeks at half ordinary pay

the remainder of the requested leave being unpaid leave.

30.3 Unless otherwise agreed, the entitlement to paid parental leave will be paid at full ordinary pay for the first five days of approved leave as set out in subclause 30.2.

30.4 Parental leave approved by RMS may be taken as:

- (a) short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of their spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of their child or children
- (b) extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken as outlined above.

30.5 Extended parental leave may commence at any time within two years from the date of birth of the child or the date of placement of the adopted child and leave may be taken:

- (a) full-time for a period not exceeding 12 months or;
- (b) part-time over a period not exceeding two years or;
- (c) partly full-time and partly part-time over a proportionate period of up to two years.

30.6 Communication during Maternity, Adoption and Parental Leave

- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, RMS shall take reasonable steps to:
 - (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.
 - (ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.
- (b) The employee shall take reasonable steps to inform RMS about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify RMS of changes of address or other contact details which might affect RMS's capacity to comply with subclause 30.6(a).

30.7 Rights of request during Maternity, Adoption or Parental Leave

- (a) An employee entitled to maternity, adoption or parental leave may request that RMS allow the employee:
 - (i) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;

- (ii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;
 - to assist the employee in reconciling work and parental responsibilities.
- (b) RMS 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 RMS's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and RMS's decision made under subclause 30.7(a) must be recorded in writing.
- (d) Request to return to work part-time
 - (i) Where an employee wishes to make a request under subclause 30.7(a)(ii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

31. Study and Examination Leave

- 31.1 Staff are entitled to paid study leave if they are studying a course which:
- (a) is appropriate to their present classification, or
 - (b) provides progression or reclassification opportunities relevant to RMS.
- 31.2 Study leave will be granted on the following basis:
- (a) face-to-face students:
 - (i) half an hour for every hour of lectures, up to a maximum of four hours per week, or
 - (ii) 20 days per academic year, whichever is the lesser
 - (b) correspondence students:
 - (i) half an hour for every hour of lecture attendance involved in the corresponding face-to-face course, up to a maximum of four hours per week; or
 - (ii) 20 days per academic year, whichever is the lesser.
- 31.3 To assist staff attempting final examinations in courses for which study leave has been approved and to free them from work immediately prior to an examination, staff will be given a maximum of:
- (a) five days paid examination leave per calendar year for time occupied in travelling to and from and attending the examination
 - (b) half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

32. Military Leave

- 32.1 Staff who are part-time members of naval, military (including 21st Construction Regiment) or air force reserves will be eligible for military leave each 12 months commencing 1 July on the following basis:

- (a) military forces:
 - (i) 14 calendar days annual training
 - (ii) 14 calendar days instruction school, class or course
- (b) naval forces:
 - (i) 13 calendar days annual training
 - (ii) 13 calendar days instruction school, class or course
- (c) air force:
 - (i) 16 calendar days annual training
 - (ii) 16 calendar days instruction school, class or course
- (d) an additional grant of up to four calendar days for additional obligatory training.

33. Special Leave

33.1 Staff will be granted special leave for jury service.

33.2 In accordance with RMS Policy and Procedures regarding Special Leave, staff may also be granted paid special leave for certain activities which are not regarded as being on duty and which are not covered by other forms of leave. Activities may include:

- (a) transfer
- (b) as a witness when called or subpoenaed by the Crown
- (c) emergency volunteers
- (d) emergency or weather conditions
- (e) trade union activities/training
- (f) ex-armed services personnel: Medical Review Board etc.
- (g) National Aborigines' Day
- (h) miscellaneous:
 - (i) the employees own graduation ceremonies
 - (ii) returning officer
 - (iii) local government - holding official office
 - (iv) superannuation seminars
 - (v) naturalisation
 - (vi) bone marrow donors
 - (vii) exchange awards - Rotary or Lions
 - (viii) professional or learned societies

34. Leave Without Pay

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

SECTION SIX - OTHER CONDITIONS

35. Deduction of Union Membership Fees

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

36. Contracting Out

36.1 Application and Definition

- (a) For the purpose of this clause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

36.2 Considering Proposal to Contract Out Work

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

36.3 Decision to Contract Out Work

- (a) Once RMS has finalised a proposal and has made a decision to contract out work, RMS agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.
- (b) Prior to implementation of a proposal to contract out work, RMS will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.

- (c) Subject to reasonable notice and operational requirements, RMS agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 36.3(b) above.

36.4 Dispute Settlement Procedure

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

37. Local Arrangements

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

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

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

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

PART B

MONETARY RATES

Table 1 - Salary Increases

Classification		Current annual salary (\$pa)	Rates inclusive of 2.5% ffppoa 1/7/2019 (\$pa)	Rates inclusive of 2.5% ffppoa 1/7/2020 (\$pa)
Grade 4	Year 1	68,717	70,435	72,196
	Year 2	71,413	73,198	75,028
	Year 3	74,219	76,074	77,976
Grade 5	Year 1	76,773	78,692	80,659
	Year 2	79,249	81,230	83,261
	Year 3	80,681	82,698	84,765
Grade 6	Year 1	82,452	84,513	86,626
	Year 2	84,952	87,076	89,253
	Year 3	87,736	89,929	92,177
Grade 7	Year 1	N/A	92,093	94,395
	Year 2	N/A	95,343	97,727
	Year 3	N/A	97,195	99,625
Grade 8	Year 1	98,493	100,955	103,479
	Year 2	102,487	105,049	107,675

	Year 3	105,690	108,332	111,040
--	--------	---------	---------	---------

Table 2 - Allowances and Expenses

* To be updated in accordance with the NSW Treasury Circulars

Clause	Description	Current Rates Amount \$	From the first full pay period on or after 1 July 2019 Amount \$	From the first full pay period on or after 1 July 2020 Amount \$
21.1 (a) & (c)	Meal on journeys that do not require Overnight accommodation Meal allowance	33.82	*	*
21.2 (a)	Meals on overtime Meal allowance	30.60	*	*
21.5 (a)(ii)	Lodging and travelling allowances			
	Breakfast	24.70	*	*
	Lunch	28.15	*	*
	Evening meal	48.60	*	*
	Incidentals	19.70	*	*

APPENDIX A

WORKPLACE REFORM

A1. Commercialisation

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

A2. Process Improvement

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

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

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

A3. Competency Based Training

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

- (a) acknowledgement of skills held
- (b) developing a more highly skilled and flexible workforce
- (c) providing staff with the opportunity to acquire additional skills through appropriate training, thereby improving career opportunities

- (d) ensuring equality and fairness of access to training for all Staff based on organisational need to increase flexibility and productivity
- (e) removing barriers to the use of skills acquired, thus providing greater flexibility and efficiency for the organisation and greater variety and job satisfaction for Staff.

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

A4. Performance Planning and Feedback

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

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

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

The parties are committed to:

- (a) ensuring teams and staff understand the relationship or interdependence of their role with other teams and staff
- (b) clearly defining expectations for each team and staff member against the agreed goals of RMS and productivity standards
- (c) ensuring each team and staff member clearly understands RMS's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals
- (d) obtaining feedback from teams and Staff on RMS's work practices, management practices and possible innovations
- (e) encouraging teams and Staff to participate in their work unit's decision making process.

A5. Conditions of Employment

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

- (v) provide opportunities for all Staff to better manage their working and personal lives
- (vi) review current work patterns to investigate flexible work arrangements which better meet Staff and customers' needs.

A6. Work Environment

(a) Work Health and Safety

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

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

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

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

(b) Equality of employment

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

(c) Harassment free workplace

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

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

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

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

A7. Contractors' Protocol

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

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

RMS's quality standards, as set out in clause A6 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

A8. Spread of Hours

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

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

A9. Austel Licence

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

APPENDIX B

GLOSSARY OF TERMS

Traffic Signals Group

- (a) RMS Officer (Traffic Signals) Grade 4

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

Duties: Assist a more senior Technician as required.

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

- (b) RMS Officer (Traffic Signals) Grade 5

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

Duties (typical):

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

Routine maintenance

Emergency maintenance

Accident repair

Construction / Reconstruction

Miscellaneous activities.

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

(iii) Tasks might include:-

Supervision and control of other employees

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

Inspection checking and repair or replacement of traffic signal equipment

Report writing

Servicing of electronic assemblies, etc.

Diagnosis of equipment faults with appropriate remedial action.

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

Desirable: Demonstrated knowledge of traffic control equipment

(c) RMS Officer (Traffic Signals) Grade 6

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

Duties:

(i) In charge of a team where the size of a team or complexity of work is such that appointment of a Grade 5 technician is considered inappropriate.

(ii) Engaged in traffic systems work.

(iii) Leader of a group of technicians engaged in development, maintenance or repair of traffic signal equipment.

(iv) Typical tasks would include those listed of grade 5 level, and where additional complexity exists.

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

Desirable: Demonstrated complex knowledge of traffic control equipment and systems

(d) Leading Technician Grade 7

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

Duties:

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

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

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

(e) Traffic Systems Supervisor Grade 8

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

Duties (typical):

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

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

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

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

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

Electronic Equipment Group

- (a) No person, excepting one who has completed an apprenticeship involving training in electronics, or has reasonable practical experience in electronics, including electronics construction, maintenance and fault repair, and has completed or is currently undertaking the Post-Trades Electronics Course (1039) or equivalent, shall be appointed as an electronic equipment technician.
- (b) Initial appointment will be at the salary level of electronic equipment technician grade c.
- (c) Progression from grade c to d shall be dependent upon:-
 - (i) the successful completion of the Post-Trades Electronic Course (1039), or equivalent, and
 - (ii) 12 months satisfactory service on the rate for electronic equipment technician grade c.
- (d) A staff member who is directed to lead other personnel in the Electronic Workshop shall be paid the rate for electronic equipment technician grade.

APPENDIX C – GRIEVANCE MANAGEMENT PROCEDURE

Introduction

Section A - Who is the document for?

Ongoing and Temporary Roads and Maritime employees	YES
Casual Employees	NO
Transport Senior Service employees	NO (see TfNSW Grievance Management Procedure
Labour Hire and Professional Service Contractors	See Section B4.6 only

Procedure steps at a glance

- 1 Identify a work related concern
 - Consider informal resolution - 1.1
 - Lodge a grievance
- 2 Discuss the grievance
 - Meet with person lodging the grievance - 2.1
 - Meet with respondent (if any) - 2.2
 - Meet with witnesses (if any) - 2.3
- 3 Finalise the grievance

- 4 Other information you should know
- Appeals - 4.1
 - Confidentiality - 4.2
 - Documentation - 4.3
 - Victimisation - 4.4
 - Vexatious or trivial grievance - 4.5
 - Work related concern from Labour Hire and PSCs - 4.6

Section B - Procedure

Roads and Maritime is committed to being a safe, harmonious and productive workplace where employee 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	On boarding 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.

2.3 Meet with witnesses (if any)

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.

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 Victimisation

Victimisation 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.

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

Equip

Phone

Email

My Transport

'My transport' tile on your [Transport Equip](#) home page

1800 618 445

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*

Printed by the authority of the Industrial Registrar.

ROADS AND MARITIME SERVICES (WAGES STAFF) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services.

(Case No. 200874 of 2019)

Before Chief Commissioner Kite

9 September 2019

AWARD**Arrangement**

PART A - CORE CONDITIONS

SECTION 1 - APPLICATION AND OPERATION

Clause No.	Subject Matter
1.	Title
2.	Parties Bound
3.	Definitions
4.	Area, Incidence and Duration
5.	No Extra Claims
6.	Anti-Discrimination
7.	Work Health & Safety

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

8.	Employment Categories
9.	Apprentices and Trainees
10.	Employment Obligations
11.	Probationary Period
12.	Termination of Employment
13.	Secure Employment
14.	Local Arrangements

SECTION 3 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

15.	Hours of Work
16.	Accrued Day Off
17.	Meal Breaks
18.	Tea Break
19.	Shift Work
20.	Overtime
21.	Recall to Work

SECTION 4 - WAGES, ALLOWANCES AND RELATED MATTERS

22.	Payment of Wages
23.	Rates of Pay
24.	Allowances

25. Higher Duties
26. On-call Allowance
27. Fares & Travel
28. Transport Provided by RMS
29. Distant Work
30. Clothing
31. Tools & Amenities

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

32. General Provisions
33. Annual Leave
34. Long Service Leave (Extended Leave)
35. Sick Leave
36. Special Sick Leave
37. Maternity Leave
38. Adoption Leave
39. Parental Leave
40. Other matters relating to Maternity, Adoption and Parental Leave
41. Family and Community Service Leave
42. Study and Examination Leave
43. Military Leave
44. Special Leave
45. Public Holidays

SECTION 6 - COMMUNICATION AND CONSULTATION

46. Consultation
47. Grievance and Dispute Resolution
48. Disputes Relating to Work Health and Safety
49. Union Contributions
50. Union Representatives

SECTION 7 - CLAUSES OF SPECIFIC APPLICATION

51. Sydney Harbour Bridge Maintenance Employees
52. Traffic Signals Employees
53. Traffic Emergency Patrollers
54. Tow Truck Employees

PART B - PAY RATES AND ALLOWANCES

- Table 1 - Rates of Pay, Non Trades (not applicable to Broken Hill Workshop Employees)
- Table 2 - Rates of Pay, Trades (not applicable to Broken Hill Workshop Employees)
- Table 3 - Rates of Pay, Broken Hill Workshop Employees Only
- Table 4 - Rates of Pay, Apprentices (not applicable to Broken Hill Workshop Employees)
- Table 5 - Other Rates and Allowances (not applicable for Broken Hill Workshop Employees)

APPENDIX A - Workplace Reform

PART A - CORE CONDITIONS

SECTION 1 - APPLICATION AND OPERATION

1. Title

This award is known as the Roads and Maritime Services (Wages Staff) Award 2019 (the "Award").

2. Parties Bound

2.1 The parties bound by the Award are:

- (a) The Secretary of the Department of Transport as Head of the Transport Service ("RMS");
- (b) The Australian Workers' Union, New South Wales;
- (c) Construction, Forestry, Mining and Energy Union (Construction & General Division) NSW Divisional Branch;
- (d) Electrical Trades Union of Australia, New South Wales Branch;
- (e) Transport Workers' Union of Australia (New South Wales Branch);
- (f) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, NSW Branch;
- (g) New South Wales Plumbers and Gasfitters Employees Union;
- (h) Barrier Industrial Council;
- (i) Broken Hill Town Employees' Union.

2.2 Hereinafter, parties other than RMS and Employees of RMS are referred to collectively as "Unions."

3. Definitions

3.1 In this Award:

- (a) the following definitions apply unless otherwise specified:

"Adult Apprentice" means a person who commences an apprenticeship with RMS at age 21 years or older.

"Apprentice" means an Employee engaged under a recognised Apprenticeship.

"Alternative Arrangements": see clause 15.5.

"Casual Employee" means an Employee engaged and paid as such.

"Continuous Shift Work": see clause 19.4(c).

"Continuous Work Pattern": see clause 15.6.

"Broken Hill Workshop Employees" means those Employees employed in the Broken Hill Workshop whose classifications are outlined in Part B of this Award.

"Chief Executive" means the Chief Executive of the 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).

"Crib break" means a break, which is treated as time worked, where Employees remain available to carry out reasonably required duties.

"De facto Partner" has the meaning set out in the *Interpretation Act 1987* (NSW).

"Defined Servicing Role" means a Mechanical Tradesperson who is responsible for maintaining the service schedule and planning for fleet items in a designated area, liaising with customers, carrying out services at the workshop or in the field, ordering spare parts (such as filters and oils) and maintaining stocks for servicing.

"Dispute": see subclause 47.2.

"Distant Work": see clause 29.2.

"Employee" means a person engaged as a member of the Transport Service in the RMS Group in a classification set out in this Award.

"HDA" means Higher Duties Allowance (see clause 25).

"Industry allowance" refers to the requirement to work in the open on civil/mechanical engineering projects and subject to climatic conditions (i.e. dust blowing in the wind, drippings from newly poured concrete, sloppy and muddy conditions, lack of usual amenities associated with factory work (eg. meal room, change rooms, lockers etc.).

"Inclement weather" means wet weather and/or abnormal climatic conditions including, but not limited to, hail, cold, high winds, severe dust storms, extreme high temperatures or any combination.

"Normal Work Cycle": see clause 15.2.

"Ordinary Shift Hours": see clause 19.4(a).

"Pay Day": see clause 22.3.

"Public Holiday": see clause 45.

"Recall" means a request to return to work to attend to an emergency or breakdown and includes a call-out and call-back.

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

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

"RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.

"Regulator": see the *Work Health and Safety Act 2011* (NSW).

"SBU" means Single Bargaining Unit (see clause 46.5).

"Shift Loading": see subclause 19.5

"Shiftworker" means an Employee engaged and performing shift work.

"Substantive Rate of Pay" means the rate an Employee is paid on an hourly basis, paid according to the Employee's contract hours of work and the weekly wage for Employees classification.

"Trainee" means an Employee engaged by RMS under a recognised Traineeship.

"Transport. Service" Means the Transport Service of New South Wales Established By the *Transport Administration Act 1988*.

- (b) unless a contrary intention is expressed in this Award, a reference to a particular day (for example, a Saturday), shall be construed according to its ordinary meaning.

4. Area, Incidence and Duration

- 4.1 This Award shall apply to the Secretary of the Department of Transport as head of the Transport Service, the Unions and to Employees.
- 4.2 This Award shall commence from 1 July 2019, and shall have a nominal expiry date of 30 June 2021. This Award rescinds and replaces the Roads and Maritime Services (Wages Staff) Award 2017 published 9 February 2018 (382 I.G. 538)
- 4.3 Any specific provisions contained in section 7 of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in sections 1 - 6 of this Award.

5. No Extra Claims

- 5.1 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 2021 by a party to this Award.
- 5.2 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.

6. Anti-Discrimination

- 6.1 It is the intention of the Parties 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.
- 6.2 As such, it follows that in fulfilling the obligations under the dispute resolution procedure stated in this Award, all Parties (including Employees) have an obligation to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It is consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of this Award if they believe it is directly or indirectly discriminatory.
- 6.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because that Employee:
- (a) has made a complaint of unlawful discrimination or harassment, or
 - (b) may make a complaint of unlawful discrimination or harassment, or
 - (c) has been involved in a complaint of unlawful discrimination or harassment.
- 6.4 Nothing in this clause is to be used to:
- (a) promote any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) enforce the offering or provision of junior pay rates to people under 21;
- (c) promote 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) prevent any party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

NOTE:

1. RMS and staff may also be subject to Commonwealth anti-discrimination legislation.
2. Section 56(d) of the *Anti-Discrimination Act 1977*, states:

"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."

7. Work Health and Safety

7.1 In this clause:

- (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 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.

7.2 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 occupational 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.

7.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon labour hire business arising under relevant legislation.

- 7.4 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.

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

8. Employment Categories

- 8.1 RMS will use direct permanent employment as the preferred and predominant staffing option for RMS. Employees may be engaged under any of the following employment categories:

- (a) full-time;
- (b) part-time;
- (c) limited duration;
- (d) casual;
- (e) apprenticeship/traineeship.

- 8.2 Full-time Employees are engaged on a weekly basis of 38 ordinary hours per week.

- 8.3 RMS may engage an Employee on a part-time basis in accordance with RMS policies and procedures. The following conditions shall apply in relation to part-time employment:

- (a) the ordinary hours of work shall be agreed and recorded in the letter of appointment, and may be varied at any time in writing by agreement;
- (b) wages and all relevant entitlements are on a pro-rata basis;
- (c) Employees may work additional hours by agreement. Where additional hours are worked, the additional hours will be paid as follows:
 - (i) for work performed up to the normal daily working hours of full-time Employees performing similar duties, the relevant hourly rate plus a loading of 4/48ths in lieu of annual leave;
 - (ii) for work performed in excess of the normal working hours of full-time Employees performing similar duties, appropriate overtime rates.
- (d) Employees shall not be directed or placed under duress to move from full-time to part-time work, or vice versa.

- 8.4 Employees may be engaged on a Limited Duration basis for:

- (a) a minimum period of three months and a maximum period generally not exceeding 12 months; or
- (b) the duration of a project with anticipated starting and finishing dates.

- 8.5 If an Employee's limited duration employment exceeds 12 months, the unions reserve the right to raise the issue of "permanent employment status" for the Employee, unless the Employee is employed for a specific project.

- 8.6 Limited-duration Employees may be employed on a full-time or part-time basis and receive the pay rates and conditions of employment as such.

8.7 RMS may engage an Employee on a casual basis. Casual Employees are paid as follows:

- (a) for each hour worked, the appropriate hourly rate plus a 20% casual loading to compensate for all leave other than long service leave;
- (b) for each hour worked in excess of the normal working hours of full-time Employees performing similar duties, the applicable overtime rate plus a casual loading of 20%;
- (c) for a minimum of three hours per engagement; and
- (d) all relevant allowances.

8.8 The following clauses of this Award do not apply to Casual Employees:

- (a) clause 11 - Probationary Period;
- (b) clause 12 - Termination of Employment;
- (c) clause 16 - Accrued Day Off;
- (d) clause 21 - Recall to Work;
- (e) clause 25 - Higher Duties;
- (f) clause 26 - On-call Allowance;
- (g) clause 33 - Annual Leave;
- (h) clause 35 - Sick Leave;
- (i) clause 36 - Special Sick Leave; and
- (j) clauses 42 to 45 (inclusive) - Study and Examination Leave, Military Leave, Special Leave and Public Holidays.

9. Apprentices and Trainees

9.1 In this clause:

- (a) "School Based Apprentice" means an Employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate;
- (b) "Deemed Training Hours" means 25 per cent of the actual hours worked by a School Based Apprentice on the job, and is calculated on a weekly basis. This is intended to approximate the time spent in off-the-job training for full-time students.

9.2 General

- (a) Where an Apprentice or Trainee loses time for any reason not considered satisfactory by RMS, RMS may deduct an amount proportionate to that amount of time from the Apprentice or Trainee's weekly wage.
- (b) A tool allowance is included in the Apprentice rates of pay.

9.3 Adult Apprentices

- (a) Adult Apprentices are paid the higher of the following rates:
 - (i) the rate applicable to 4th year apprentices for the duration of the apprenticeship; or

- (ii) for Employees who were employed by RMS immediately before commencing the Adult Apprenticeship, that rate applicable to the substantive position held with RMS immediately prior to the commencement of the apprenticeship.

9.4 School based Apprentices

- (a) A School Based Apprentice is paid the relevant hourly rate:

- (i) for each hour worked; and
- (ii) for each Deemed Training Hour.

9.5 The wages paid for Deemed Training Hours may be averaged over the school term or year.

9.6 School Based Apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

9.7 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a School Based Apprentice undertaking the applicable apprenticeship.

9.8 An Apprentice who converts from a School Based Apprenticeship to a Full-Time Apprenticeship will have all their time spent as a Full Time Apprentice counted for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a School Based Apprentice.

9.9 Except as provided by this clause, School Based Apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

9.10 The terms and conditions of employment for Apprentices and Trainees shall be covered by this Award, however Civil Construction Trainees will continue to be paid in accordance with the Crown Employees (Public Service Training Wage) Reviewed Award 2008 as varied from time to time. Apprentices will be paid in accordance with Part B, Table 4.

10. Employment Obligations

10.1 Employees must:

- (a) carry out duties that the Employee has the skills, competence and training to undertake and are safe to perform, and are within the classification structure of this Award;
- (b) use the tools, plant and equipment for which the Employee has been trained;
- (c) wear appropriate personal protective equipment.

10.2 Employees are not required to work in a manner that promotes de-skilling.

10.3 RMS may require an Employee to move from one work group to another to meet work requirements. Generally, these changes in location will be limited to work groups within 100km. If the movement involves a change in location over 100km, the Employee's agreement to the change will be sought and the Employee will be paid the appropriate entitlements as set out in clauses 27, 28 and 29. While performing these duties the Employee will maintain their existing classification under the Wages Classification Structure, except where the Employee is performing higher graded work under the provisions of clause 25 - Higher Duties.

- 10.4 An Employee may be stood down without pay during any period that the Employee cannot be usefully employed due to strikes, work stoppages or any other reason for which RMS cannot be held reasonably responsible, and where other reasonable alternative duties are not available. This clause does not apply to stoppages due to wet weather.
- 10.5 All truck drivers are required to perform duties other than driving, loading and unloading vehicles, where such duties are available. These duties must be consistent with the work the Employee currently performs.

11. Probationary Period

- 11.1 A probationary period of three months applies to all new Employees. During the probationary period, the Employee's employment may be terminated by either party giving one week's notice to the other party, or payment in lieu thereof. However, RMS can terminate during the probationary period without notice if the Employee has engaged in serious misconduct.
- 11.2 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.

12. Termination of Employment

- 12.1 After the probationary period referred to in clause 11, an Employee can be terminated at any time as follows:
- (a) by the Employee giving one week's notice or the forfeiture of one week's pay, or
 - (b) by the Employer giving the required period of notice as set out in subclause 12.2, or
 - (c) without notice for misconduct.
- 12.2 Unless termination occurs for misconduct, 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

Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) week's notice.

- 12.3 If an Employee is on a week's notice and during that time are absent from work without permission, it will be considered that the Employee has abandoned their employment.
- 12.4 If an Employee's employment is terminated, except for misconduct, the Employee is paid all wages/leave entitlements due to them at the time of termination.
- 12.5 If an Employee's employment is terminated for misconduct or the Employee resigns, the Employee is paid all wages/leave due to them within one week after termination or after RMS is notified of the Employee's resignation.
- 12.6 If RMS terminates an Employee's services for reasons other than misconduct or incompetence, the Employee is paid one day's ordinary wages for each Public Holiday occurring within 10 calendar days after the Employee's termination date.

- 12.7 If more than two Public Holidays occur within a seven day period, they are regarded as a group of holidays. If the first day of the group occurs within 10 consecutive calendar days after the termination date, the whole group is considered to occur within the 10 consecutive days. For example, Christmas Day, Boxing Day and New Year's Day are regarded as a group.
- 12.8 If an Employee is terminated "without notice" the Employee is paid wages up to the time of termination only.

13. Secure Employment

- 13.1 The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that casual Employees have an opportunity to elect to become full-time or part-time Employees.
- 13.2 A casual Employee engaged by a particular Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of twelve months shall thereafter have the right to request to have his or her casual employment converted to permanent full-time employment or part-time employment.
- 13.3 Every Employer of such a casual Employee shall give the casual Employee notice in writing of the provisions of this subclause within four weeks of the casual Employee having attained such period of twelve months. However, the casual Employee retains his or her right of request under this subclause if the Employer fails to comply with this notice requirement.
- 13.4 Any casual Employee who has a right to request under this clause, upon receiving notice from the Employer under this clause or after the expiry of the time of giving such notice, may give four weeks' notice in writing to the Employer that he or she seeks to request to convert his or her casual 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 request, but shall not unreasonably so refuse. Where an Employer refuses a request 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 an agreement. Any dispute about a refusal of a request to convert casual employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 13.5 Any casual Employee who does not, within four weeks of receiving written notice from the Employer, request to convert his or her casual employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 13.6 Once a casual Employee has requested 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.
- 13.7 If a casual Employee has requested to have his or her casual employment converted to full-time or part-time employment in accordance with this clause, the Employer and Employee shall, in accordance with this paragraph, and subject to subclause 13.4, discuss and agree upon:
- (a) whether the Employee will convert to full-time or part-time employment; and
 - (b) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW).
- 13.8 An Employee who has worked on a full-time basis throughout the period of casual employment has the right to request 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 request to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and time of work as previously worked.

- 13.8 Following an agreement being reached pursuant to this clause, the casual 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.
- 13.9 An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

14. Local Arrangements

- 14.1 Local arrangements may be negotiated between RMS and relevant Unions in relation to any matter contained in this Award.
- 14.2 All local arrangements negotiated between RMS and the relevant Unions must:
- (a) be approved in writing by RMS;
 - (b) be approved in writing by the Secretary of the relevant Unions; and
 - (c) be contained in a formal document including, but not limited to, an agreement made under section 68D of the *Transport Administration Act 1988* (NSW).
- 14.3 A local arrangement approved in accordance with this clause will override this Award to the extent of any inconsistency.

SECTION 3 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

15. Hours of Work

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 15 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 15.1 An Employee's contract of employment is based on 38 ordinary hours worked each week.
- 15.2 A normal working cycle consists of 152 hours and:
- (a) is 19 working days within a 20 day, four week period,
 - (b) is 8 hours worked each day between 6.00am and 6.00pm. However, an Employee(s)'s normal commencement time may be altered by agreement between the local manager and the majority of staff to allow the Employee(s) to commence their ordinary hours of work at 5.00am. The reason for such change may include, wanting to leave work early on a day before a gazetted public or local public holiday or if it is anticipated the day in question may be an extremely hot day.
 - (c) during this cycle, 0.4 of one hour (24 minutes) of each day worked is accrued. This entitles an Employee to one day off in each four week cycle, known as an "Accrued Day Off (ADO)". Wages for accrued time are paid in the period during which it was accrued.
- 15.3 Subclause 15.2 does not apply to Sydney Harbour Bridge maintenance staff (see subclauses 51.3 to 51.5 for the working hours of this group).
- 15.4 An Employee or their work group may be required by local management to change starting/finishing times and the time/hours an Employee works for the following reasons:
- (a) geography, climate or traffic conditions,

- (b) specific works, changes to hours, days or periods of the year (whole/part of a depot/individual, or
- (c) greater flexibility.
- (d) the Employee(s) will be given one (1) week's notice of the change.

15.5 Flexible Arrangements

- (a) alternatives to the normal work cycle include a:
 - (i) 9 day fortnight;
 - (ii) 4 day week; or
 - (iii) any alternative work arrangement approved by management and endorsed by the Regional Consultative Group prior to implementation.
- (b) Changes to work cycle:
 - (i) If following the working of a particular work cycle for 12 months or more, RMS proposes to implement an alternative to the normal work cycle as set out in subclause 15.5(a)(i) or (ii) or return to the normal work cycle set out in subclause 15.2, RMS will engage in a consultation process in accordance with clause 46 (Consultation).
 - (ii) In addition to any obligation on the parties to consult as set out in clause 46 (Consultation), RMS will provide information to the affected Employees on the need for the change and the rationale for the proposed change based on business needs.
 - (iii) At any stage in the consultation process, either party may raise the issue as a grievance or a dispute in accordance with clause 47 (Grievance and Dispute Resolution).
 - (iv) During this period of consultation regarding a proposed change in work cycle, or in the event a party notifies the other of a dispute concerning the proposed change, the status quo will remain unless recommended or ordered otherwise by the New South Wales Industrial Relations Commission (NSWIRC). For this purpose "status quo" means the work cycle in place immediately prior to the proposed change.
 - (v) Subclause 15.5(b) will not apply in circumstances where changes to a work cycle are required for a short term to respond to a fire, flood, storm or other emergency situation.
- (c) If an Employee's working time/hours are varied consistent with subclause 15.5, the Employee cannot work more than:
 - (i) 10 hours each day between 6.00am and 6.00pm;
 - (ii) 80 ordinary hours each fortnight.

15.6 Continuous work patterns:

- (a) Where local management and the majority of Employees agree, the ordinary hours of work may be varied to include work on Saturdays and Sundays within the average of 38 hours per week.
- (b) If work time/hours are varied consistent with this subclause, Employees are:
 - (i) paid 50% more than the Employee's ordinary rate for the first two hours and 100% more than the Employee's ordinary time rate thereafter for work on Saturdays that forms part of the 38 hours per week average.
 - (ii) paid 100% more than the Employee's ordinary time rate for all work on Sundays that forms part of the 38 hours per week average.

- (iii) not required to work on more than 10 consecutive days, and
- (iv) rostered off for at least four consecutive days within the two week cycle. Employees are not paid for these days.

16. Accrued Day Off

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 16 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 16.1 If an Employee works a 9 day fortnight under a flexible arrangement pursuant to subclause 15.5, they will receive one additional day off (making a total of two) in each 20 day, four week cycle.
- 16.2 If an Employee works a 4 day week they will receive three additional days off (making a total of four) in each 20 day, four week cycle.
- 16.3 For accrual purposes:
 - (a) each day of paid leave an Employee takes pursuant to subclause 15.2 (normal working cycle) or subclause 15.5 (flexible arrangements), is counted as a working day.
 - (b) any public holidays occurring pursuant to subclause 15.2 (normal working cycle) or subclause 15.5 (flexible arrangements), is counted as 8 hours.
- 16.4 By 30 September, RMS and the unions develop an ADO calendar for the following year. In doing so, they ensure that:
 - (a) ADOs fall together with public holidays, where appropriate;
 - (b) attention is given to the dates on which ADOs are observed by the Building and Construction Industry.
- 16.5 Once the new ADO calendar is established it may be changed if local management and the majority of staff (whole/part of a depot/individual) agree. Consideration is given to changing the calendar so that ADOs are observed on days where road traffic is likely to significantly reduce productivity (e.g. the last day of the school term or local events such as the Bathurst car races).
- 16.6 It is essential that local management and Employees designate additional days off where flexible arrangements are implemented to best meet the anticipated needs of RMS and to be equitable to Employees. Any additional days off should be incorporated into the ADO calendar.
- 16.7 Local management, in consultation with Employees, may require an Employee(s) to carry out work on a programmed ADO, either indefinitely or for a prescribed length of time. If you work on a programmed ADO the Employee shall:
 - (a) be given at least one (1) week's notice of the change;
 - (b) be given a copy of the program of alternative ADOs;
 - (c) not be paid penalty payments for this work, and
 - (d) be permitted to take an alternative working day off as your ADO (Note: this day is unpaid).
- 16.8 RMS may require an Employee to occasionally work on an ADO if the ADO:
 - (a) stops others from carrying out their work.

- (b) results in other Employees having to complete maintenance tasks outside normal working hours.
 - (c) delays a project.
- 16.9 If an Employee is required to work on their ADO without the notice period outlined in subclause 16.7(a), the Employee shall:
- (a) be paid at the Saturday overtime rates.
 - (b) permitted another day off, where practical, before the end of the next work cycle. The Employee is not paid for this day.
- 16.10 Employee(s) may accrue a maximum of 5 ADOs providing there is agreement between:
- (a) RMS and the unions on a statewide basis, or
 - (b) local management and a majority of Employees (whole/part of a depot/individual).
- 16.11 For Employees on an averaged work pattern, accrued days off will be taken according to the agreed roster.

17. Meal Breaks

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 17 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 17.1 This clause does not apply to Shiftworkers. Crib entitlements for shift workers are set out under the shift work provisions of this Award.
- 17.2 The following provisions apply to Employees, other than Broken Hill Workshop Employees:
- (a) Employees shall receive an unpaid 30 minute meal break each day, to be taken between 11:30 am and 1:30 pm. The duration of the meal break may be extended up to a maximum duration of one hour by agreement.
 - (b) RMS may delay a scheduled meal break by up to 1.5 hours to finish essential work without the payment of overtime or additional rates. Where an Employee, other than a Broken Hill Workshop Employee, continues to work beyond 1.5 hours after the scheduled meal break, the Employee shall receive payment at overtime rates until a meal break is taken.
 - (c) Generally, an Employee should not be required to work for more than 5 hours without a meal break. However, an exception applies if you work on roads where clearway arrangements apply. In such cases, local management and staff should discuss the daily meal break with a view to maximising working time during non clearway hours.

- 17.3 Broken Hill Workshop Employees are entitled to a 30 minute paid meal break.

18. Tea Break

- 18.1 This clause does not apply to Sydney Harbour Bridge maintenance workers.
- 18.2 Employees shall receive a paid 20 minute morning tea break, as agreed with RMS. This break should not necessarily cause work stoppage.

19. Shift Work

- 19.1 This clause outlines the conditions for shift work. It does not apply to:

- (a) Traffic Signals Technicians Assistant.
- (b) Traffic Emergency Patroller.
- (c) Sydney Harbour Bridge Tow Truck Team Leader, Driver or Attendant.

The conditions for shift work applicable to these roles are detailed in section 7.

19.2 Shift work is worked between:

- (a) Sunday to Thursday inclusive, or
- (b) Monday to Friday inclusive.

19.3 Arrangements for working shifts are by agreement between local management and the majority of staff, provided that the choice of shift patterns does not prevent RMS from applying the shift work provisions to complete the work required.

19.4 For the purpose of this clause only:

- (a) "Ordinary shift hours" means 152 ordinary hours worked in a four week work cycle (includes any Alternative or Flexible Arrangements). In accordance with subclause 15.5(c), ordinary shift hours cannot be longer than ten hours.
- (b) 'Flexible arrangements'. These arrangements must be agreed at a local level. Examples include:
 - (i) 19 working days of eight hours within a 20 day, four week cycle,
 - (ii) a nine day fortnight, or
 - (iii) a four day week.
- (c) "Continuous shift work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of at least six consecutive days without interruption, except during breakdowns, meal breaks or due to unavoidable causes beyond the control of RMS.
- (d) "Early morning shift" means any shift commencing at or after 4:00am and before 6:00am.
- (e) "Afternoon shift" means any shift commencing at or after 1:00pm and before 6:00pm.
- (f) "Night shift" means any shift commencing at or after 6:00pm and at or before 4:00am.

19.5 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%
Night	50%

19.6 For Employees whose normal shift is worked between:

- (a) Monday and Friday, the Friday shift starts before and finishes after midnight Friday.
- (b) Sunday and Thursday, the Sunday shift starts before midnight Sunday.

19.7 Employees who work on a Saturday, Sunday or Public Holiday shall be paid at overtime rates, provided that:

- (a) Friday shifts referred to in subclause 19.6 are paid at ordinary shift rates.
 - (b) Sunday shifts referred to in subclause 19.6 are paid at ordinary shift rates after midnight Sunday.
- 19.8 Employees who work in excess of the agreed ordinary shift hours on Sunday to Thursday or Monday to Friday (excluding public holidays) shall be paid double-time.
- 19.9 Employees required to work shift work shall be given at least 48 hours notice. If an Employee's shift hours are changed, they shall be notified by the finishing time of their previous shift.
- 19.10 An Employee cannot work more than one ordinary shift on any one day (e.g. a day shift and a night shift). If an Employee is required to work a second shift on a given day, the second shift is paid at overtime rates.
- 19.11 If an Employee works a shift of less than five consecutive working days and it is:
- (a) due to the Employee's actions, they shall be paid normal shift rates.
 - (b) not due to the Employee's actions, they shall be paid overtime rates.
- 19.12 ADOs and Public Holidays (including the picnic day) are counted as single days worked and form part of the calculation towards the completion of five consecutive days worked for the purpose of subclause 19.11.
- 19.13 Employees, other than Broken Hill Workshop Employees (in which case subclause 17.3 applies) shall receive a paid 30 minute crib break for each shift worked. Generally, the crib break must commence within five hours from the start of the shift and may be taken over several periods of time totalling 30 minutes.
- 19.14 If an Employee does not work a complete four week cycle, the Employee shall receive pro-rata accrued entitlements for each shift (or part shift) worked.

20. Overtime

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 20 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 20.1 Employees may be required to work a reasonable amount of overtime at overtime rates in addition to the Employee's ordinary hours of work. For the purposes of this clause, what is reasonable or otherwise is determined with regard to:
- (a) any risk to health and safety;
 - (b) the Employee's personal circumstances, including family and carer responsibilities;
 - (c) the needs of RMS;
 - (d) the notice (if any) given by RMS of the requirement to work overtime and the notice (if any) given by the Employee of the intention to refuse to work overtime; and
 - (e) any other relevant matters.
- 20.2 An Employee may refuse to work overtime in circumstances where the overtime would result in unreasonable working hours.
- 20.3 Unless otherwise specified in this clause, for Employees other than Broken Hill Workshop Employees:

- (a) overtime is paid at the rate of time and one half for the first two hours and double time thereafter.
- (b) If an Employee works outside ordinary hours the Employee is paid overtime at the following rates:

Description	Pay rate
First two hours	Time-and-a-half
After the first two hours	Double-time
All work after 12 noon Saturday	Double-time
All work on Sunday	Double-time
All work on a Public Holiday	Double-time-and-a-half
Regular overtime that normally commences after 12 noon on Saturday	Time-and-a-half for the first two hours, then double-time

20.4 Overtime worked by Broken Hill Workshop Employees:

- (a) before or after ordinary hours of work and on Saturday and Sunday will be paid at the rate of double time.

20.5 Overtime worked by shift-workers is paid at the rate of double-time, unless the overtime is worked on a public holiday, in which case it is paid at double time and one half. Overtime for shift-workers is calculated on the ordinary rate of pay exclusive of loadings, penalties and allowances.

20.6 For the purposes of calculating the overtime rate, each day shall stand alone. If overtime is worked before or after a shift and continues for an unbroken period during which ordinary time is worked, overtime is calculated by reference to the total hours worked.

20.7 10 Hour Break

- (a) Subject to subclauses 20.7(c), (e) and (f), an Employee who has worked overtime and has not had 10 consecutive hours off duty after finishing the Employee's last shift, must have 10 consecutive hours off duty prior to recommencing work.
- (b) If an Employee works overtime on a Saturday, Sunday or Public Holiday, and these days are not the Employee's ordinary working days off or ADO, and the Employee has not had 10 consecutive hours off duty within the 24 hour period before starting their next shift, the Employee must have 10 consecutive hours off duty after finishing overtime.
- (c) If an Employee is instructed to resume or continue work without having the required 10 consecutive hours off duty, the Employee shall receive payment at the rate of double-time until the end of duty. The Employee will be entitled to be absent until 10 consecutive hours off duty have been taken.
- (d) If the 10 hours off duty occurs during the Employee's ordinary hours, RMS will not deduct any amounts from the Employee's pay.
- (e) Subclauses 20.7(c)-(d) do not apply to an Employee who has been recalled to work whilst on Standby and the period of time actually worked is less than 4 hours.
- (f) In the case of shift workers, a reference to 10 hours in this clause is taken to be 8 hours if:
 - (i) the overtime is worked for the purpose of changing shift rosters;
 - (ii) the Employee is required to replace other shift workers who do not report for duty; or
 - (iii) the overtime is worked by arrangement between the Employee and other Employees.

20.8 Employees, other than Broken Hill Workshop Employees, required to work overtime on a Saturday, Sunday or Public Holiday shall receive a minimum of four hours pay at the appropriate rate.

- 20.9 Except in emergencies, an Employee must not work more than half an hour of overtime if the Employee is completing holes for firing and before firing if the Employee is excavating sandstone or working underground.
- 20.10 An Employee who is required to work two or more hours of overtime after their normal finishing time shall receive a 30 minute crib break without loss of pay after the first two hours, and a further paid 30 minute break after each additional four hours of overtime worked after the initial two hours. To qualify for this entitlement, work must continue after the crib break.
- 20.11 An Employee who works overtime on a Saturday, Sunday or Public Holiday shall receive a crib break of 30 minutes without loss of pay if work continues after 12 noon.
- 20.12 Despite any other provision in this Award, an Employee and the Employee's manager/supervisor may agree to a meal or crib break being taken at any time (including at the end of the period of overtime) subject to any relevant Work Health and Safety guidelines.
- 20.13 An Employee, other than a Broken Hill Workshop Employee, who is required to work more than 1.5 hours after the Employee's normal finishing time, shall be provided with either:
- (a) a meal; or
 - (b) a meal allowance to the amount set out in Part B.
- 20.14 A further meal or meal allowance shall be provided to Employees, other than Broken Hill Workshop Employees, after each additional 4 hours of continuous overtime following the initial 1.5 hours.

Note: Employees who receive an accommodation allowance that includes a payment for an evening meal are not entitled to payment under subclauses 20.13 to 20.14.

21. Recall to Work

- 21.1 If an Employee is recalled to work after leaving their job the Employee is paid a minimum of four hours at overtime rates.
- 21.2 Subsequent call out or call backs occurring within the four hour period of a call out or call back do not attract additional payments.
- 21.3 If an Employee's call out or call back duties continue into what would be the Employee's ordinary working hours the Employee's entitlement is calculated as follows:
- (a) Overtime rates continue until the minimum four hours have elapsed.
 - (b) Payment of the Employee's ordinary hours rate commences when the minimum four hours have elapsed.
- 21.4 If any portion of an Employee's call out or call back period continues into the Employee's ordinary hours, those hours after the Employee's ordinary starting time are considered part of the Employee's ordinary work hours.
- 21.5 Nothing in this clause should be interpreted in a manner that gives rise to a claim:
- (a) for the payment of ordinary hours in addition to any payment for call out, nor
 - (b) that an Employee has failed to meet their contract hours.
- 21.6 Payment for a call out or call back is calculated from the time that an Employee departs for work. Payment ceases when the Employee arrives at their residence or accommodation after returning directly from the call out or call back. Payment is made on the basis of a direct return to the Employee's home or accommodation.

SECTION 4- WAGES, ALLOWANCES AND RELATED MATTERS**22. Payment of Wages**

- 22.1 Wages are paid fortnightly by electronic funds transfer into the Employee's nominated bank account. Wages for accrued time are paid in the period during which it was accrued.
- 22.2 Each Employee will receive a confidential docket with the following details:
- (a) gross amount and particulars of wages and allowances.
 - (b) amount and particulars of deductions.
 - (c) classification.
 - (d) date on which payment is made.
 - (e) period of employment to which the payment relates.
 - (f) amount and type of deductions.
- 22.3 One day of each pay period shall be recognised as the Pay Day. The pay period closes not more than three working days before the Pay Day. An Employee who is not paid on or before the Pay Day is paid at ordinary rates for all working time the Employee is kept waiting.
- 22.4 For the purposes of Employees who arrive to work late or leave early, and for the calculation of overtime, working time is calculated to the nearest 0.1 hours (i.e. 6 minutes).

23. Rates of Pay

- 23.1 The rates of pay in this Award are set out in Table 1, Part B of this Award. The pay rates outlined in Table 1, Part B incorporate the following wage increases:
- (a) 2.5 % from the first full pay period to commence on or after 1 July 2019,
 - (b) 2.5% from the first full pay period to commence on or after 1 July 2020.
- 23.2 The pay rates in this Award are based on the "RMS Wages Classification Structure."
- 23.3 Unless otherwise provided for in this Award, the pay rates in this Award include compensation for all disabilities associated with the performance of the work, and all allowances previously rolled-up including, but not limited to, industry allowance, special loading, leading hand allowance, tool allowance, follow-the-job loading, annual leave loading, inclement weather allowance, tradespersons allowance, dirty/hot, confined or awkward working conditions and 50 cents per week for holding a drivers licence (whether or not the Employee is required to drive plant items or motor vehicles).

24. Allowances

- 24.1 Operative dates and future increases in other rates and allowances
- (a) Relevant work related allowances e.g. Sydney Harbour Bridge Allowances, have increased by 2.5 per cent effective from the first full pay period on or after 1 July 2019 and from the first full pay period on or after 1 July 2020.
 - (b) Relevant expense related allowances e.g. overtime meal allowance, shall increase in line with movements of the same allowances and from the same operative dates as those contained in the Crown Employees (Skilled Trades) Award.

24.2 General

- (a) The allowances described in this section do not form part of an Employee's ordinary wage and are not paid for all purposes of this Award.
- (b) If more than one of the allowances provides payment for disabilities of substantially the same nature, only the highest rate is paid.
- (c) Allowances are paid irrespective of the time at which the work is performed and are not subject to any premium or penalty conditions.

24.3 Asphalt plant repairs allowance

- (a) If an Employee is a tradesperson, the Employee is paid an additional hourly amount or part of an hour, as stated in Table 2, "Other Rates and Allowances," in Part B of this Award for repairs, maintenance or alterations to the following designated areas:
 - (i) dryer drum
 - (ii) hot elevator
 - (iii) single chute (Bellambi)
 - (iv) screens
 - (v) weighing hopper
 - (vi) pug mill
 - (vii) scrubbing bins, jets and scrubbing pits (Bellambi)
 - (viii) cyclone
 - (ix) hot bitumen kettle (Bellambi)

24.4 First aid allowance

- (a) An Employee who is appointed by RMS as a First Aid Attendant in accordance with its policies shall receive an additional amount per day, as set out in Part B.
- (b) A First Aid Attendant is required to maintain relevant qualifications and training in accordance with RMS policy.

24.5 Lead paint removal allowance

Employees required to work on structures that are primed with lead-based paint receive an hourly amount, as prescribed in Part B, only for the period of time that the Employee is:

- (a) fully compliant with WHS management plans and safe systems of work; and
- (b) performing any one or more of the following tasks:
 - (i) abrading by hand or mechanical means;
 - (ii) dry or wet blasting inside containment;
 - (iii) grit recovery inside containment;
 - (iv) bagging and packaging lead contaminated waste;

- (v) cleaning filters and/or performing internal maintenance on dust extractors;
- (vi) setting up, operating and decommissioning the grit blaster (when using recycled materials), dust extractor and grit recovery unit;
- (vii) erecting previously used containment sheeting;
- (viii) removing and disposing of containment sheeting;
- (ix) flame cutting or welding on the structure;
- (x) decontaminating and removing materials and equipment from within the confines of the containment; or
- (xi) bagging and un-bagging of lead contaminated personal protection equipment.

24.6 Asbestos Materials Allowance

Employees required to use materials containing asbestos or to work with others using asbestos are provided with the necessary safeguards as required by the appropriate work health and safety authority, and Employees must use all supplied safeguards. In such cases, if the safeguards make the wearing of protective equipment mandatory, such Employees shall receive an hourly amount, as prescribed in Part B.

24.7 Asbestos Eradication Allowance

- (a) In this clause, "Asbestos Eradication" means working in a building or its surrounds to remove or neutralise any materials that contain asbestos.
- (b) Where Employees are engaged in Asbestos Eradication:
 - (i) all work must be conducted in accordance with all relevant WHS legislation and requirements; and
 - (ii) such Employees shall receive an hourly amount as prescribed in Part B.

24.8 Long/wide load allowance

Truck Drivers required to drive a loaded truck or articulated vehicle (excluding vehicles included in the definition of Truck Driver (Road Train)) which together with its load exceeds the specifications below, shall receive the appropriate hourly amount with a minimum daily amount as prescribed in Part B:

- (a) 2.90m wide or 18.29m long or 4.30m high (measured from the ground level); or
- (b) 3.36m wide or 21.34m long or 4.58m high (measured from the ground level).

24.9 Mechanical trades allowances

- (a) Mechanical Tradespersons instructed to work alone from a designated remote location, shall receive an allowance equivalent to 5% of the wage rate for a Mechanical Tradesperson, Grade 1 for the period the Employee is required to work from that location.
- (b) Employees who are instructed to carry out the Defined Servicing Role (refer clause 3 - Definitions) shall receive an allowance equivalent to 2.5% of the wage rate for a Mechanical Tradesperson, Grade 3 for the period the Employee is required to carry out that role.

24.10 Sydney Harbour Bridge Allowance

Sydney Harbour Bridge Maintenance Employees who are directed to work on the steel (including apprentices) receive an additional amount per week, as set out in Part B. This compensates for any disabilities arising from the nature of the bridge structure and its environs and is paid for all purposes of this Award.

25. Higher Duties

- 25.1 Subject to the provisions contained in this subclause, Employees are entitled to the payment of higher duties when they are directed to perform the duties of a position graded higher than theirs.
- 25.2 The Higher Duties Allowance (HDA) is payable for a minimum period of one day.
- 25.3 To be eligible for HDA, an Employee must satisfactorily perform the major functions of the position. The Employee is not eligible for the HDA payment if they are learning the critical aspects of the higher graded position.
- 25.4 The Employee's manager or supervisor must approve the period of higher duties prior to the Employee commencing in the higher graded position. Prior approval is also required before any period of acting in higher duties is to be extended.
- 25.5 HDA is not applicable to positions that are multi-graded (e.g. HDA is not applicable if you are a Roadworker Grade 2 working as a Roadworker Grade 3).
- 25.6 Higher Duties Allowance (HDA) is only payable when:
- (a) the Employee fills an existing position during casual absences of the incumbent, including absences due to leave;
 - (b) approval is given to create and place the Employee in a temporary position that is intended to exist for a limited-duration (for example, for specific projects);
 - (c) the Employee is directed to perform certain functions for the purposes of maintaining accreditation; or
 - (d) the Employee is directed to perform the duties of the higher graded position while on call-out or overtime because the regular person is unavailable. In such cases, HDA is paid at an hourly rate only for the period of the overtime or call-out.
- 25.7 If the required period of relief in a higher graded position is for six months or more, expressions of interest must be sought from the local work area.
- 25.8 If the higher duties position is a salaried position, the HDA is paid in accordance with RMS Policy.

26. On-Call Allowance

- 26.1 This clause does not apply to Broken Hill Workshop Employees.
- 26.2 You may be directed by RMS to be on-call for duty outside ordinary hours in order to attend emergencies or breakdowns. If you are on-call, you are not required to remain at home but you must be contactable and you must respond within a reasonable time.
- 26.3 If you are on call and are recalled to work you are paid a minimum of 4 hours at overtime rates. In such cases, if the time actually worked is less than 4 hours, that time worked does not affect your 10 hour break requirements, as stated in subclause 20.7 (a) and (f).

- 26.4 If you are on call, you are paid a daily allowance equivalent to two hours pay at single rates for your ordinary classification for each night worked, Monday to Thursday inclusive (apart from public holidays).
- 26.5 If you are on call you are paid a daily allowance equivalent to eight hours pay at single-time for your ordinary classification for the following:
- (i) Friday evening/Saturday;
 - (ii) Sundays/Monday mornings;
 - (iii) your ADOs, and
 - (iv) Public Holidays.
- 26.6 Where on call provisions apply, if you are available you are allocated work according to a roster or some other arrangement agreed by the majority of staff.
- 26.7 An Employee who is directed to remain on standby at home, work or elsewhere in readiness to work overtime for the purposes of snow clearing (Cooma), shall receive payment at the hourly rate for the period of time that the Employee is directed to remain on standby, and is not entitled to the payment of any on-call allowance in respect of that period.

27. Fares & Travel

27.1 General

- (a) This clause does not apply to:
 - (i) Employees attached to the Sydney Harbour Bridge maintenance office (refer to subclause 51.9);
 - (ii) Traffic Signals Technicians Assistants;
 - (iii) Employees who are provided with a work vehicle to travel between the Employee's place of residence⁰ and the worksite or depot; and
 - (iv) Broken Hill Workshop Employees.
- (b) Where an Employee chooses to move their place of residence and this involves an increased cost to RMS, RMS reserves the right to base the Employee's fares/travel allowance on the distance travelled from the previous original residence. Should an Employee disagree with a decision made by RMS, the Employee may choose to have the matter progressed as a grievance under clause 47 Grievance and Dispute Resolution.

27.2 Fares

- (a) Subclause 27.2 applies to Employees who can establish a fare by a recognised public transport route from their residence to their workplace or established pick-up point.
- (b) Employees who travel to and from work by public transport are reimbursed all fares actually and necessarily incurred, in excess of the amount per week or the amount per day, as prescribed in Part B, Table 2 "Other Rates and Allowances" of this Award.
- (c) Where an Employee is provided with (or is offered by RMS) accommodation or equivalent, and instead of utilising the accommodation provided the Employee elects to travel from another location, the excess fares described in the above subclause are not paid.

- (d) Where an Employee spends more than 10 minutes travelling each way between the nearest stopping place of any public transport service and the Employee's work, the Employee shall receive payment for that time at the ordinary rate. Walking time is calculated at a rate of 1 km every 12 minutes.
- (e) Employees who elect to travel by their own transport (or where public transport is unavailable/impracticable) shall receive the fare equivalent of public transport only.
- (f) Employees must provide sufficient information in the form designated by RMS to verify the entitlement to the payment of fares:
 - (i) upon the commencement of employment;
 - (ii) when fare or address details change; and
 - (iii) when directed to do so by RMS from time to time.
- (g) Additionally, Employees must indicate in each pay period on the timesheet whether fares are claimed for all or part of that period ("Fare Claim").
- (h) Employees who fail to make a valid Fare Claim within 14 days of the date the expense was incurred (or deemed to have been incurred), or who fail to verify their entitlement to fares within 14 days from being required to do so pursuant to this clause, shall not be entitled to any payment under this clause in respect of those periods.

27.3 Travelling Allowance

- (a) The allowance provisions provided by this subclause do not apply where payment is made in accordance with subclause 27.2, Fares.
- (b) If accommodation is not provided, public transport is not available and RMS does not provide transport, the Employee is paid an amount per day, as set out in Table 2, "Other Rates and Allowances", in Part B, of this Award, for the appropriate distance the Employee must travel, as follows:
 - (i) 3, but not more than 10km
 - (ii) More than 10km but not more than 20km
 - (iii) More than 20km but not more than 30km
 - (iv) More than 30km but not more than 40km
 - (v) More than 40km but not more than 50km
 - (vi) More than 50km but not more than 60km
 - (vii) More than 60km but not more than 70km
 - (viii) More than 70km but not more than 80km
 - (ix) More than 80km but not more than 90km
 - (x) More than 90km but not more than 100km
- (c) If an Employee is directed to report to the worksite, amenities are provided in accordance with the relevant SafeWork NSW Managing the Work Environment and Facilities Code of Practice.

- (d) If an Employee's work or established reporting place is more than 100km from the Employee's residence, RMS provides accommodation, as per subclause 29.5 or suitable transport.
- (e) If RMS provides accommodation and the Employee chooses to travel to and from the Employee's residence each day, RMS does not pay a travelling allowance in excess of the 100km rate.

28. Transport Provided by RMS

- 28.1 This clause does not apply to Broken Hill Workshop Employees.
- 28.2 This clause does not apply to an Employee when RMS provides the Employee with a work vehicle to travel between the Employee's place of residence and the worksite or depot and is not required to transport other Employees.
- 28.3 Where RMS provides an Employee with a vehicle to travel to a worksite, RMS pays travel time at ordinary rates for the time spent travelling in excess of:
 - (a) 10 minutes each way from an established pick up point or a pick up point no more than 3 km from the Employee's residence; or
 - (b) 20 minutes each way when accommodation is provided.
- 28.4 Travelling time will be paid for a maximum of three hours per day. All time in excess of this is considered work time and travel time at overtime rates.
- 28.5 Vehicles must leave promptly at finishing time.
- 28.6 If a worksite does not have the facilities as outlined in the SafeWork NSW Managing the Work Environment and Facilities Code of Practice, the time spent travelling is deemed work time or travel time at overtime rates.
- 28.7 An Employee who is the driver of an RMS vehicle shall receive payment for travel time at a rate equivalent to overtime if the driver is required to transport other Employees and materials to and from the worksite. If you are not the driver of such vehicles you are paid travel time at ordinary rates.
- 28.8 Subject to subclause 28.4, an Employee who uses an RMS vehicle to attend training or other meetings, shall receive travel time at ordinary rates.
- 28.9 If RMS transfers an Employee from one job to another during working hours, RMS must:
 - (a) pay the time spent travelling as time worked or at overtime equivalent rates in accordance with subclause 28.3 above, plus any additional fares incurred by the Employee; and
 - (b) return the Employee, unless the Employee requests otherwise, to the point from which the Employee was transferred if RMS was unable to notify the Employee of the transfer on the day before.

29. Distant Work

- 29.1 This clause does not apply to Traffic Signals Technicians' Assistants, whose arrangements are commensurate with salaried staff when engaged on Distant Work.
- 29.2 "Distant Work" means employment at a workplace other than their usual workplace or depot that requires an Employee to live away from the Employee's usual residence.
- 29.3 RMS will provide at least two days' notice before it is necessary for an Employee to travel and report for duty on Distant Work, except in case of emergency or unforeseen circumstances.

- 29.4 Where possible RMS provides transport to and from Distant Work at the beginning and end of each work week/period. In this case the time spent travelling to and from Distant Work is paid as per clause 28 (Transport provided by RMS). Where RMS does not provide such transport, Employees shall be:
- (a) reimbursed for the specified journey at a set rate per kilometre, as prescribed in Part B if the Employee uses their own private vehicle; or
 - (b) reimbursed for the cost of fares and return fares if the Employee does not use their own private vehicle.
 - (c) Employees will be paid for the time spent travelling as per subclause 28.3.
- 29.5 Employees required to report for duty on Distant Work, are provided with either:
- (a) accommodation and meals as follows:
 - (i) at an established RMS camp;
 - (ii) at a well kept establishment of at least 3 star motel accommodation (as defined in the NRMA Accommodation Directory) in either a single room or a twin room if a single room is not available;
 - (iii) if suitable motel accommodation is not available, in a single room hotel or private accommodation;
 - (iv) if suitable motel, hotel or private accommodation is not available, at a caravan park; or
 - (v) If a suitable caravan park is not available, in a caravan with a toilet, shower and air conditioning or another agreed facility; or
 - (b) a daily 'Country Allowance' as prescribed in Part B, to provide for meals and overnight accommodation. This allowance is only paid for days when an overnight stay is involved.
- 29.6 If RMS provides accommodation, an Employee may elect to receive the relevant amounts, as prescribed in Table 2 for breakfast, lunch, dinner and any incidental expenses incurred, in lieu of RMS providing, or paying directly for, meals.
- 29.7 If accommodation and meal(s) are provided, the Employee is entitled to an incidental payment of a set amount for each night spent away from their residence or normal reporting place, as prescribed in Table 2.
- 29.8 If RMS and the majority of staff engaged on Distant Work agree, the ADO may be taken at a time mutually agreed, or accrued up to a maximum of five days.

30. Clothing

- 30.1 The work apparel issued to Employees in accordance with this clause is in addition to any other required personal protective clothing and equipment (PPE) issued by RMS.
- 30.2 RMS issues, free of cost, the following work apparel:

Item	Number
Trousers*	Five in total, in any combination
Shorts*	
Long pants*	
High-visibility, long-sleeve shirt*	Five in total, in any combination
Cotton drill long sleeve shirt*	
Windcheater (sloppy joe)	Two
Jacket (light, heavy or spray)	Two

Long socks	Five
Belt	One
Hat (stockman style)	One
Gear bag	One
*One pair of overalls may be substituted for any pants/shirt combination	

- 30.3 Work apparel is replaced on a "fair wear and tear, new for old" exchange basis.
- 30.4 It is a condition of an Employee's employment that they wear work apparel issued to them by RMS while on duty.
- 30.5 If an Employee elects to wear cotton drill shirts, the Employee must wear an approved, high-visibility garment over the Employee's shirt when they are working near traffic.
- 30.6 Employees are responsible for the cost of cleaning and maintaining RMS-issued work apparel.
- 30.7 Casual Employees are initially issued with two sets of trouser and shirt combinations plus other essential items (e.g. belts, socks). All other items are issued on a needs basis (e.g. winter jackets).
- 30.8 RMS must provide Employees with personal protective clothing and equipment (PPE), as stated in Safe Working Method Statements (SWMS), to ensure the Employee's health and safety in the workplace.

31. Tools & Amenities

31.1 Tools

- (a) RMS provides Employees with all necessary special tools required to perform your work.
- (b) RMS insures each Employee's tools against loss or damage by fire whilst the tools are on RMS premises or worksites. RMS may require Employees to provide a list of all their tools.
- (c) RMS will reimburse an Employee for loss of their tools up to the value prescribed in Part B if RMS requests that the tools be stored on the job and the tools are subsequently stolen by break and enter outside ordinary working hours.
- (d) If a Broken Hill Workshop Employee is required to supply tools, the RMS will pay a tool allowance of \$1.30 per day.

31.2 Amenities

- (a) Amenities shall be provided in accordance with the SafeWork NSW Managing the Work Environment and Facilities Code of Practice. However, where amenities cannot be provided in accordance with relevant guidelines, and an Employee is required to report directly to the worksite, the time spent travelling to and from the worksite is deemed work time or travel time at overtime rates.
- (b) An Employee who is a tradesperson, shall be provided with a suitable, secure, weatherproof lock-up at the workplace for the Employee's tools. If a lock-up is not provided and the Employee's tools are stolen by reason of RMS's negligence, RMS compensates the Employee for the loss in accordance with subclause 31.1.
- (c) RMS provides cool drinking water and, where a morning tea break applies, tea and coffee making facilities.

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS**32. General Provisions**

- 32.1 All leave is subject to RMS approval and must be applied for in advance, except in emergency situations where prior notice cannot be given.
- 32.2 Employees who are absent from work do not receive any payment unless the absence is covered by paid leave under this Award, RMS policy or relevant legislation.
- 32.3 Although some leave entitlements are stated in days, leave entitlements and the recording of leave taken are in hours.
- 32.4 If an Employee is appointed to RMS immediately from a position in the NSW Public Sector, the Employee may transfer their accrued leave entitlements (recreation, sick, family and community services and long service leave) to the Employee's RMS position.

33. Annual Leave

- 33.1 For Employees other than Broken Hill Workshop Employees, annual leave accrues at one-and-two-thirds days for each completed month of service, up to a maximum of 160 hours per year. Employees entitled to an extra week's annual leave, accrue the additional annual leave at the appropriate rate.
- 33.2 Broken Hill Workshop Employees accrue annual leave at two and-one twelfth days for each completed month of service, up to a maximum of 200 hours per year.
- 33.3 Annual leave does not accrue in respect of unauthorised absences or leave without pay exceeding five working days in a leave year, unless the leave is taken during annual close down.
- 33.4 Employees can apply to take annual leave. Annual leave is granted at the discretion of RMS subject to operational requirements.
- 33.5 Annual leave must be taken at a time convenient to RMS and the Employee. However, it is preferred that periods of annual leave plus Public Holidays and ADOs be taken in whole weeks, (i.e. Monday to Friday).
- 33.6 In exceptional circumstances, RMS may allow you to accumulate leave up to 40 working days, provided you agree to take your leave as soon as possible.
- 33.7 The current practice of taking annual leave accrued to 31 December during the December - January school holiday period will continue. This practice may be varied by agreement between RMS management and the majority of affected Employees for reasons including geographic, climatic or urgent works. In cases of such variation:
- (a) Employees may take a minimum of two weeks annual leave for the Christmas period in addition to the Public Holidays;
 - (b) the minimum period may be reduced with agreement between management and the majority of staff (the whole office, specific gangs or depots within an office), and the balance of annual leave is then taken at a time that generally coincides with school holidays.
- 33.8 If an Employee does not have sufficient leave to cover a close-down period, RMS will seek to provide the Employee with work. However, if work is not available RMS may require the Employee to take leave without pay.
- 33.9 An Employee who is required to take leave without pay during the annual close down period shall receive payment for all Public Holidays occurring during this period. The close down period counts as service for the purposes of annual leave accrual.

33.10 Seven day shift workers whose ordinary working period includes Public Holidays and Sundays shall receive:

- (a) up to 5 weeks of annual leave (i.e. an additional week of annual leave if you work this arrangement for 12 months),
- (b) additional annual leave of up to one week calculated on a pro rata basis if you work this arrangement intermittently.

34. Long Service Leave (Extended Leave)

34.1 In this clause,

- (a) "Service" includes:
 - (i) prior service with a NSW Government body that is recognised in accordance with Schedule 3A of the *Public Sector Employment and Management Act 2002* (as varied from time to time);
 - (ii) all previous full-time (including limited duration) and part-time service with Roads and Maritime Services, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority;
- (b) "Service" does not include:
 - (i) any period of prior service where the accrual of long service leave or extended leave entitlements for that service has been taken or paid out;
 - (ii) any period of leave without pay, unless the Employee has 10 years Service and the leave without pay falls within one or more of the following categories:
 1. military service (for example, Army, Navy or Air Force);
 2. major interruptions to public transport;
 3. periods of leave accepted as workers compensation;
 4. the period of leave without pay is approved and is for a duration of six months or less.

34.2 The entitlement to long service leave (also referred to as extended leave) is set by the *Transport Administration Act 1988* (NSW). Where any inconsistency arises between this clause and the relevant provisions of the legislation, the legislation shall prevail to the extent of any inconsistency.

34.3 After completing 10 years' Service, an Employee shall be entitled to long service leave of 44 days. An Employee shall accrue an additional 11 days of long service leave for each additional calendar year of Service completed in excess of 10 years.

34.4 Employees who have completed 7 years of Service shall be entitled to access their long service leave accrual on a pro-rata basis of 4.4 working days per completed year of Service.

34.5 For Employees who are shift workers, the number of working days debited during a period of long service leave may include a Saturday or Sunday that forms part of the ordinary roster.

34.6 Subject to approval, Employees may take long service leave at a time convenient to RMS, for a minimum period of one hour, at full pay, half pay or double pay (excluding public holidays falling within the period of long service leave, which are paid at single time and not debited from the Employee's long service leave accrual).

- 34.7 If leave is taken at double pay:
- (a) the long service leave balance is debited for the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (b) the additional payment is made as a taxed, non-superable allowance;
 - (c) leave entitlements accrue based on the actual number of working days the Employee is absent from work while on long service leave.
- 34.8 If leave is taken at half pay:
- (a) the long service leave balance is debited at the rate of half the days/hours taken as long service leave;
 - (b) annual leave entitlements accrue at half the ordinary rate for the days/hours the Employee is absent from work;
 - (c) other entitlements accrue at the same rate for the actual days/hours the Employee is absent from work.
- 34.9 If the Employee's ordinary hours of work are constant, payment is made at the Employee's current rate of pay. For part-time and casual Employees whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over the past 12 months or the past 5 years, whichever is greater.
- 34.10 Payment for long service leave includes all allowances in the nature of wages but does not include any amounts normally paid for shift work, overtime, penalty rates or disabilities.
- 34.11 Payment is increased to reflect any increment action that the Employee becomes eligible for whilst absent on long service leave.
- 34.12 An Employee who takes a period of long service leave may elect to receive payment for the leave in advance in a lump sum.
- 34.13 An Employee who is sick for five or more consecutive days whilst taking a period of long service leave and who provides a medical certificate to certify that the Employee was unfit for work that period, may claim sick leave for that period.
- 34.14 If sick leave is approved in accordance with this clause, the Employee's long service leave balance is re-credited as follows:
- (a) if the Employee is taking leave on a full or half pay basis, the equivalent period of sick leave; or
 - (b) if the Employee is taking leave on a double pay basis, the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance. In this case RMS shall recover, by way of payroll deduction, any additional payment that has been made to the Employee pursuant to the double pay arrangement.
- 34.15 Subclauses 34.13 to 34.14 apply if the Employee takes long service leave immediately prior to retirement but not immediately prior to resigning or being terminated.
- 34.16 Employees with at least five years' but less than seven years' Service as an adult, shall be paid pro-rata long service leave upon termination of employment for either of the following reasons:
- (a) by RMS for any reason other than serious and wilful misconduct, or

- (b) at the request of the Employee in writing on account of illness, incapacity, domestic or other pressing necessity.

34.17 Employees who are entitled to receive payment for untaken long service leave on termination of employment, including retirement, shall be paid the monetary value of the leave as a gratuity in lieu of taking the leave.

34.18 Full-time Employees who are eligible to receive payment for untaken long service leave on termination shall receive such payment at the Employee's substantive rate of pay on the last day of Service.

35. Sick Leave

35.1 For each year of service with RMS, Employees are entitled to a maximum of 96 hours of sick leave. The yearly entitlement to sick leave is credited to Employees on 1 January each year.

35.2 Employees who commence employment during the course of a calendar year are credited with a pro-rata entitlement on commencement. However, RMS may defer the payment of any sick leave taken during the first three months of service until after the completion of three months' service.

35.3 An Employee's entitlement to sick leave accumulates from year to year.

35.4 An Employee may take sick leave if:

- (a) the Employee is not fit for work because the Employee is suffering from an illness or injury;
- (b) the illness or injury is not attributable to misconduct; and
- (c) the Employee provides evidence that indicates the nature of the illness or injury. However, an Employee who is concerned about disclosing the nature of the illness or injury to their supervisor or manager may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources section.

35.5 An Employee who is unable to attend work due to an illness or injury must contact their supervisor as soon as reasonably practicable, and preferably before the normal starting time. The Employee must advise the supervisor of:

- (a) the inability to attend work;
- (b) the nature of the illness or injury (subject to subclause 35.4(c)); and
- (c) the estimated period of absence from work.

35.6 An Employee who claims sick leave must provide a medical certificate:

- (a) for absences in excess of two consecutive working days;
- (b) after the Employee has taken more than 5 uncertified working days in a calendar year, for all absences within the remainder of that calendar year; and
- (c) where required by RMS or in accordance with RMS policy.

35.7 As a general practice, backdated medical certificates will not be accepted. However, if an Employee provides evidence of illness or injury that only covers the latter part of the absence, RMS may grant sick leave for the whole period at its discretion if RMS is satisfied that the reason for the absence is genuine.

35.8 If RMS is concerned about the diagnosis described in the evidence of illness produced by the Employee, the evidence provided and the Employee's application for leave can be referred to a medical practitioner for advice after discussion with the Employee. In such cases, the type of leave granted will be determined by RMS based on the medical advice received, and if sick leave is not granted, RMS will as

far as practicable, take into account the wishes of the Employee when determining the type of leave granted.

35.9 In accordance with RMS policy, RMS may direct an Employee:

- (a) to participate in a return to work program if the Employee has been absent on a long period of sick leave; and/or
- (b) to attend a medical assessment.

35.10 If an Employee has exceeded five (5) uncertified sick days in a twelve (12) month period or where an Employee exhibits a pattern of taking sick days immediately preceding or following weekends, RDO/ADO, public holidays or any other planned absences from the workplace, RMS may restrict your access to overtime.

35.11 Where an Employee is required to provide a medical certificate in support of an absence, the Employee may satisfy that requirement by providing evidence from any of the following for absences up to and including 5 working days:

- (a) a doctor;
- (b) a dentist;
- (c) an optometrist;
- (d) a chiropractor;
- (e) an osteopath;
- (f) a physiotherapist;
- (g) an oral and maxillo facial surgeon; or
- (h) at RMS's discretion, another registered health services provider that satisfies RMS that the Employee had a genuine illness.

35.12 Where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.

35.13 An Employee who has used all of their accrued sick leave and is unable to return to work due to an illness or injury may take, subject to providing a medical certificate to cover the absence:

- (a) accrued annual leave;
- (b) accrued long service leave; or
- (c) sick leave without pay.

35.14 Leave and Workers Compensation Claims

- (a) Employees who are waiting on the outcome of a claim for worker's compensation may be granted accrued sick leave. If the compensation claim is approved, the sick leave taken is restored to the Employee's accrual.

- (b) If an Employee is absent from work for more than 26 weeks and has:
- (i) sufficient sick leave available: the Employee may use available sick leave to top up the difference between the statutory rate and the Employees ordinary weekly wage, less any shift loadings or other penalties.
 - (ii) insufficient sick leave available: the Employee will receive the statutory weekly compensation payments only.

35.15 An Employee who is sick and would otherwise be unable to attend work due to illness or injury whilst taking a period of annual leave, may claim sick leave for that period subject to providing a medical certificate to certify that the Employee was unfit for work. If sick leave is approved in accordance with this clause, the Employee's annual leave balance is re-credited accordingly.

35.16 An Employee is not entitled to receive sick leave for any annual leave taken prior to resigning or the termination of their employment for any reason.

35.17 Previous periods of employment are not taken into account for sick leave purposes.

36. Special Sick Leave

36.1 Employees who have a good employment and sick leave record, have exhausted their paid sick leave entitlement and have been suffering from a genuine prolonged illness, shall be entitled, subject to Chief Executive approval in accordance with RMS policy, to additional paid sick leave.

37. Maternity Leave

37.1 An Employee who is a female Employee (including a part-time and casual Employee who has worked for RMS on a regular and systematic basis for at least 12 months), is entitled to unpaid maternity leave to enable the Employee to retain their position and return to work within a reasonable time after the birth of the Employee's child.

37.2 Unpaid maternity leave may be granted on the following basis:

- (a) up to nine weeks before the expected date of birth;
- (b) up to 12 months after the actual date of birth.

37.3 Paid maternity leave may be granted to an Employee who is engaged on a permanent or limited duration basis if the Employee has completed at least 40 weeks continuous service in the NSW public sector prior to the expected date of birth of the child.

37.4 Paid maternity leave is paid at the ordinary rate of pay for:

- (a) fourteen weeks at full pay, or
- (b) 28 weeks at half pay, or
- (c) a combination of the two options above.

37.5 An Employee may request that the paid maternity leave component be paid as a lump sum in advance at the commencement of the period of maternity leave. The lump sum payment is made up to the maximum period indicated in clause 37.4, or for the period of leave actually taken, whichever is the lesser.

37.6 If an Employee requests to be paid for maternity leave as a lump sum and then requests to return to work before the period of leave is completed, the Employee must repay the remainder of the lump sum amount.

- 37.7 An Employee is not entitled to receive payment under this clause if the Employee has received payment under clause 39 (Parental Leave).
- 37.8 If the child is born before the expected date of birth, the Employee's period of maternity leave commences from the date of birth of the child.
- 37.9 An Employee who commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid as follows:
- (a) at the rate the Employee was paid before commencing the initial leave if the Employee has 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 the hours of work during the 24 month period; or
 - (c) at a rate based on the hours the Employee worked prior to the subsequent period of leave where the Employee has not reduced the hours of work.

38. Adoption Leave

- 38.1 An Employee is entitled to adoption leave if the Employee assumes the primary role in providing care and attention to an adopted child.
- 38.2 Adoption leave starts from the date of taking custody of the child.
- 38.3 All Employees (including casual Employees who have worked for RMS on a regular and systematic basis for at least 12 months) are entitled to unpaid adoption leave and this may be taken as:
- (a) short adoption leave, being three weeks leave without pay; or
 - (b) extended adoption leave up to 12 months on leave without pay including any short or paid adoption leave.
- 38.4 Paid adoption leave may be granted to an Employee who is engaged on a permanent or limited duration basis if the Employee has completed at least 40 weeks continuous service in the NSW public sector prior to taking custody of the child.
- 38.5 Paid adoption leave is paid at the ordinary rate of pay for:
- (a) fourteen weeks or;
 - (b) 28 weeks at half pay, or;
 - (c) a combination of the above two.
- 38.6 An Employee may request that the paid adoption leave component be paid as a lump sum in advance at the commencement of the period of adoption leave. The lump sum payment is made up to the maximum period indicated in 38.5, or for the period of leave actually taken, whichever is the lesser.
- 38.7 If an Employee requests to be paid for adoption leave as a lump sum and then requests to return to work before the period of leave is completed, the Employee must repay the remainder of the lump sum amount.
- 38.8 An Employee is not entitled to receive payment under this clause if the Employee has received payment under clause 39 (Parental Leave).
- 38.9 Where an Employee's partner is employed in the public sector, adoption leave is only granted to one of the partners for each adoption.

- 38.10 An Employee who commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid as follows:
- (a) at the rate the Employee was paid before commencing the initial leave if the Employee has 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 the hours of work during the 24 month period; or
 - (c) at a rate based on the hours the Employee worked prior to the subsequent period of leave where the Employee has not reduced the hours of work.

39. Parental Leave

- 39.1 An Employee (including a casual Employee who has worked for RMS on a regular and systematic basis for at least 12 months) who is not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable the Employee, as a parent, to share in the responsibility of caring for a child or children of the Employee.
- 39.2 An Employee who is employed on a Full-time or Part-time basis and who has completed at least 40 weeks continuous service within the NSW public sector, is entitled to paid parental leave of one week at full ordinary pay or, if the Employee and RMS agree, two weeks at half ordinary pay. The remainder of any requested leave is treated as unpaid leave for the first 5 days or two weeks of leave taken.
- 39.3 An Employee may take approved parental leave as:
- (a) short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of the spouse or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken, as outlined above (NB. extended parental leave is unpaid).
- 39.4 An Employee may commence a period of extended parental leave at any time within two years from the date of the birth of the child or the date of placement of the adopted child and leave may be taken:
- (a) full-time for a period not exceeding 12 months or;
 - (b) part-time over a period not exceeding two years or;
 - (c) partly full-time and partly part-time over a proportionate period of up to two years.

40. Other Matters Relating to Maternity, Adoption and Parental Leave

- 40.1 Communication during Maternity, Adoption and Parental Leave
- (a) Where an Employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, RMS shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing maternity, adoption or parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing maternity, adoption or parental leave.
 - (b) An Employee on maternity, adoption or parental leave must take reasonable steps to inform RMS about any significant matter that will affect the Employee's decision regarding the duration of

maternity, adoption or parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

- (c) The Employee must also notify RMS of changes of address or other contact details which might affect RMS' capacity to comply with this clause.

40.2 Rights of request during Maternity, Adoption or Parental Leave

- (a) An Employee who is entitled to maternity, adoption or parental leave may request that RMS:
- (i) extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) allow the Employee to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

- (b) RMS 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 RMS' business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The request and RMS' decision made under this clause must be recorded in writing.

40.3 Re-engagement of casual Employees

- (a) Where the Employee wishes to make a request to return to work on a part-time basis in accordance with this clause, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from maternity, adoption or parental leave.
- (b) RMS shall not fail to re-engage an Employee who is a regular casual Employee (see section 53(2) of the Industrial Relations Act 1996) because the Employee is or has been immediately absent on maternity, adoption or parental leave, or because the Employee's spouse is pregnant. The rights of RMS in relation to an Employee's engagement and re-engagement are not affected, other than in accordance with this subclause.

41. Family and Community Service Leave

41.1 In this clause, "Family Member" in relation to an Employee means the Employee's:

- (a) spouse;
- (b) de facto partner;
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
- (d) parent (including a foster parent or legal guardian);
- (e) grandparent or grandchild;
- (f) sibling (including the sibling of a spouse or de facto partner);
- (g) relative who is a member of the same household where, for the purposes of this definition:
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;

- (ii) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
- (iii) 'household' means a family group living in the same domestic dwelling.

41.2 RMS may grant family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies including, but not limited to, the following reasons;

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

41.3 Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.

41.4 Family and Community Service Leave may also be granted for the following reasons:

- (a) an Employee's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the Employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (b) an Employee's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if the Employee is selected to represent Australia or the State.

41.5 The maximum amount of family and community service leave payable at ordinary rates that may be granted is the greater of:

Conditions	Entitlement
In the first 12 months of services	19 hrs (2.5 days)
In the second year of service	19 hrs (2.5 days)
For each completed year of service after two years completed service	7.6 hrs (1 day)

41.6 Family and community service leave is available to Part-time Employees on a pro-rata basis.

41.7 If an Employee's family and community service leave balance is exhausted, RMS may grant additional paid family and community service leave of up to 3 days on a discrete, 'per occasion' basis to cover the period necessary to arrange or attend the funeral of a Family Member or relative.

41.8 Subject to approval, an Employee's accrued sick leave may be accessed when the Employee's family and community service leave has been exhausted, to allow the Employee to provide short-term care or support for a Family Member who is ill.

- 41.9 Access to other forms of leave is available for reasons related to family responsibilities or community service, subject to approval. These include:
- (a) accrued annual leave (including single-day periods);
 - (b) leave without pay;
 - (c) time off in lieu of payment for overtime;
 - (d) make up time.
- 41.10 Depending on your circumstances, you may take an individual form of leave or a combination of leave options. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- 41.11 An Employee who was employed in the NSW Public Sector immediately prior to commencing employment with RMS may transfer the Employee's family and community service leave accruals from the previous Employer.
- 41.12 An Employee who is a Casual Employee is entitled to not be available to attend work, or to leave work:
- (a) upon the death in Australia of a Family Member; or
 - (b) if the Employee is required to care for a Family Member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- 41.13 Where a Casual Employee is unavailable to attend work for one of the reasons outlined above, the Employee and RMS shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, a Casual Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Such an Employee is not entitled to any payment for that period.
- 41.14 If required by RMS, a Casual Employee must produce evidence of the need to take the leave as follows:
- (a) in the case of death, a death certificate or a statutory declaration providing details of the circumstances of death;
 - (b) in any other case, a medical certificate or a statutory declaration setting out the nature of the illness or emergency, as applicable.
- 41.15 RMS shall not fail to re-engage a Casual Employee who has accessed the entitlements provided for in this subclause. The right of RMS to engage or not engage the Employee is otherwise not affected.

42. Study and Examination Leave

- 42.1 An Employee may claim an entitlement to study leave if the Employee is studying a course which:
- (a) is appropriate to the Employee's present classification;
 - (b) is relevant to RMS; or
 - (c) provides the Employee with progression or reclassification opportunities.

42.2 Study leave is granted as follows:

Leave basis	Leave entitlement
Face-to-face students	The lesser of: (a) One half hour for every hour of lectures, up to a maximum of four hours per week, or (b) Twenty days per academic year
Correspondence students	The lesser of: (a) One half hour for every hour of lecture time in the face-to-face course, up to a maximum of four hours per week, or (b) Twenty days per academic year

42.3 To assist an Employee who is attempting final examinations in approved courses and to release the Employee from work immediately prior to an examination, the Employee is allowed a maximum of:

- (a) five days examination leave per calendar year for time spent travelling to and from and attending final examinations, or
- (b) half a day for pre-examination leave on the day of the examination, up to a maximum of five days per calendar year.

43. Military Leave

43.1 An Employee, other than a Broken Hill Workshop Employee, who is apart-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves, is eligible for military leave in accordance with RMS policy as follows:

- (a) Naval and Military Reserves up to 24 working days per year;
- (b) Air Force Reserves up to 28 working days per year.

43.2 A Broken Hill Workshop Employee who is a part-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves, is eligible for military leave as follows:

Reason for leave	Entitlement (calendar days)		
	Army	Navy	Air Force
Annual training	14	13	16
Instruction school, classes or courses	14	13	16
Additional obligatory training	4	4	4

44. Special Leave

44.1 RMS may grant special leave for certain activities that are not covered by other forms of leave, including:

- (a) jury service;
- (b) acting a witness when called or subpoenaed by the Crown;
- (c) emergency volunteer activities;
- (d) declared emergencies;
- (e) emergency services and bush fire fighting courses;
- (f) volunteers in policing - education programs;
- (g) trade union activities and training, including:

- (i) trade union training (up to 12 days every two years);
 - (ii) attending as a witness for a trade union;
 - (iii) assisting counsel or acting as a union advocate;
 - (iv) acting as a member of a conciliation committee;
 - (v) loan of services to a trade union;
 - (vi) as a member of a union executive or council.
- (h) ex-armed services personnel (e.g. Medical Review Board, etc.);
- (i) NAIDOC Week, in accordance with RMS policy;
- (j) other miscellaneous activities associated with an Employee's required involvement:
- (i) as a returning officer;
 - (ii) with local government - holding official office;
 - (iii) with retirement seminars;
 - (iv) as a bone marrow donor;
 - (v) with exchange awards - (e.g. Rotary or Lions);
 - (vi) at sporting events - (e.g. Olympic or Commonwealth Games);
 - (vii) with graduation and other academic ceremonies;
 - (viii) with professional or learned society meetings/conferences.

45. Public Holidays

45.1 In this Award, Public Holiday means:

- (a) any day or part-day declared or prescribed under a law of NSW to be observed generally within NSW as a public holiday;
- (b) the first Monday in December (recognised as Union Picnic Day); and
- (c) up to a maximum of one Local Public Holiday per calendar year.

45.2 For a holiday to be recognised as a Local Public Holiday under this Award, the following criteria must be satisfied:

- (a) the holiday must be gazetted by the NSW Government as a Public Holiday in a particular region within NSW;
- (b) the holiday must occur on a normal working day; and
- (c) the Employee must be at work in the particular area to which the gazetted holiday applies on the working day before and after the holiday. However, the Employee also satisfies this clause if the Employee would have been required to work on those days in the particular area, but was on approved leave.

45.3 A Local Public Holiday may be taken as two gazetted half-days.

- 45.4 Where a Local Public Holiday is gazetted for part of a day, Employees must attend work for that part of the Employee's ordinary working hours that are not regarded as a Public Holiday, unless on approved leave.
- 45.5 Public Holidays and picnic days are compensated at eight hours pay at the hourly rate. However, if a Public Holiday falls on a weekend, no additional payment is made unless the Employee is required to work on that day.
- 45.6 Employees, other than Broken Hill Workshop Employees, required to work on a Public Holiday or picnic day shall receive double time and a half for time worked on this day. Employees required to work on a picnic day shall be entitled to a minimum of four hours pay.
- 45.7 Broken Hill Workshop Employees required to work on a Public Holiday shall receive double time for time worked on this day, and receive equivalent time off in lieu. Broken Hill Workshop Employees required to work on a picnic day shall be entitled to a minimum of four hours pay.
- 45.8 Employees absent from work on approved leave without pay shall receive payment for any Public Holidays occurring during the first two weeks of the absence at the hourly rate. Public Holidays occurring beyond this two week period are unpaid.
- 45.9 Employees entitled to payment in respect of a Public Holiday under this clause shall receive payment for any Public Holidays occurring during a period of absence covered by workers compensation payments.
- 45.10 Apprentices and trainees who are required to attend classes or training on the Union Picnic Day shall receive a day off in lieu at a mutually agreeable time between the Employee and RMS. In such circumstances, they shall be paid the normal hourly rate.

SECTION 6 - COMMUNICATION AND CONSULTATION

46. Consultation

- 46.1 Pursuant to the provisions contained in this subclause, there shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees.
- 46.2 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.
- 46.3 Employer to Notify
- (a) Where the Employer intends to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer undertakes to notify the employees who may be affected by the proposed changes and the relevant Branch or State Secretary of the Union(s).
- (b) Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or relocation or transfer of employees to other work or locations, the restructuring of jobs, changes to the working arrangements of Employees, changes to employment conditions (for example, due to legislative or regulatory change), the use of contractors to perform work normally performed by employees covered by this Award and the legal or operational structure of the business.
- 46.4 Employer to Consult
- (a) The Employer undertakes to discuss with the Employees affected and the Union(s) in good faith the introduction of any change referred to in subclause 46.3, the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on

Employees and to give prompt consideration to matters raised by the Employees and/or the Union in relation to the changes.

- (b) The discussion shall commence as early as practicable and before the Employer has made a final decision to adopt and implement any changes referred to in subclause 46.3. For the purposes of such discussion, the Employer undertakes to provide in writing to the Employees concerned and the Union, appropriate relevant information about such changes including the nature of the proposed changes, what they are intended to achieve and the expected effects of the changes on Employees.
- (c) The Employees will be given an opportunity and sufficient time in which to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (d) The Employer will genuinely consider and respond in writing to any feedback provided by employees and the Employer Representatives.
- (e) Where, subject to the provisions of this clause, the Employer makes a final decision to implement change in the workplace and the Union disagrees with that decision, subject to there being no stoppage of work as a result of the decision of the Employer, the Union may refer the matter in dispute to the NSW Industrial Relations Commission for conciliation and/or arbitration in accordance with Clause 47 of this Award.
- (f) Provisions regarding consultation in the context of contracting out are contained in Appendix A, clause 6 of this award.

46.5 RMS's Single Bargaining Unit (SBU)

- (a) A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the unions, Unions NSW and RMS management meets regularly and continues to oversee the development, negotiation and implementation of an agreed enterprise arrangement to ensure:
 - (i) a consistent approach;
 - (ii) an effective implementation process in order to achieve the agreed outcomes within the allotted time frames; and
 - (iii) the achievement of sustainable and measurable productivity improvements.

46.6 Regional Consultative Groups

- (a) Regional Consultative Groups exist in each region and include both RMS nominees and union nominated wages staff.
- (b) The groups' role is to continue to promote positive cooperation in overseeing the implementation of each of RMS's workplace reform agenda areas within the regions and to resolve any localised issues including industrial problems that arise during the implementation process.
- (c) The groups provide regular minutes/reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the regional level to the SBU for determination.

46.7 Project teams

- (a) Project teams are established, if required, to oversee the technical development and implementation of RMS's workplace reform agenda items.
- (b) Project teams are under the managerial control of an RMS Project Manager and include both RMS and union nominated wages staff representatives.

- (c) The project teams provide regular reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the project level to the SBU for determination.

46.8 Wages staff task groups

Wages staff task groups are established as required to research and provide recommendations in line with the agreed terms of reference.

46.9 General principles

- (a) The SBU, project teams and regional consultative groups circulate the minutes of their respective meetings to relevant staff.
- (b) Wages staff representatives assigned to a project team, task group or regional consultative group are released from their normal duties, as required, to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they are referred to the SBU.
- (c) Regional consultative groups:
 - (i) are chaired (to be shared) by the union and RMS staff representatives;
 - (ii) develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- (d) The SBU, project teams and regional consultative groups are able to second a wages staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members have agreed to relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups are appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

47. Grievance and Dispute Resolution

47.1 In this Award:

- (a) "Grievance" means a personal concern or problem about work or the work environment that the Employee seeks hearing or resolution of and may be the result of a perceived or actual concern regarding:
 - (i) allocation of work or development opportunities;
 - (ii) workplace communication difficulties, or interpersonal disputes;
 - (iii) changes in work processes or practices.

47.2 A dispute is a complaint or difficulty which affects one or more Employee(s). It may include a change in working conditions that is perceived to have a negative implication on Employees.

47.3 This disputes procedure outlined at subclause 47.4 below shall apply to any dispute that arises with respect to 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
- (c) the operation and application of this Award.

47.4 Dispute Settlement Process

Step One

In the first instance, any dispute which is local in nature, and which will not impact on other locations, will be dealt with at the local level by the Employee(s) and/or their union representative raising the matter with the Employee's immediate supervisor. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Two

If the dispute remains unresolved following Step 1, the Employee(s) and/or their union representative shall refer the matter to the Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Three

If the dispute remains unresolved following Steps 1 and 2, the Employee(s) and/or their union representative shall refer the matter to the General Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Four

If the Dispute cannot be resolved through the procedure outlined in Steps 1-3, or if the Dispute involves matters other than local issues or matters involving the application/ interpretation of this Award, the Employee or their representative may refer the dispute to the Manager, Workplace Relations (or their representative) to attempt to achieve a resolution between the parties.

Step Five

If following Steps 1 -4 the dispute remains unresolved, any relevant party may refer the matter to the NSWIRC for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by the NSWIRC.

- 47.5 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the next in sequence to accelerate resolution or for some other reason(s), or to agree to refer the dispute to the NSWIRC for urgent resolution, or for making a submission to the NSWIRC that the status quo should remain.
- 47.6 Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur, or any other form of work limitation will be applied.
- 47.7 The parties acknowledge that where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health and safety of any person, it may not be practical to follow the procedure in this clause in attempting to resolve the dispute; and that an urgent reference to the NSWIRC may be required.

48. Disputes Relating to Work Health and Safety

- 48.1 Where a Work Health and Safety risk is identified or a genuine safety factor is the source of a dispute, the following procedure shall be observed:
- (a) Employees and the Unions have an obligation to notify RMS of the risk through the Work Health and Safety Committee;

- (b) RMS shall be allowed a reasonable time to respond;
 - (c) RMS must address and report on the issue identified within a reasonable time.
- 48.2 The parties acknowledge that all reasonable efforts must be made to achieve an effective resolution of the issue, prior to asking the Regulator to assist in resolving the issue.
- 48.3 Under the WHS Act, an Employee may cease, or refuse to carry out, work if the Employee has a reasonable concern that to carry out the work would expose the Employee to a serious risk to the Employee's health or safety emanating from an immediate or imminent exposure to a hazard. In this case, the Employee must remain available to carry out suitable alternative work.
- 48.4 The Parties acknowledge that it is an offence under the WHS Act to:
- (a) provide false or misleading information in complying or purportedly complying with the Act;
 - (b) make false or misleading representations to another person about that person's rights or obligations under the Act.
- 48.5 RMS, the Unions and Employees are committed to the WHS Act and all other relevant statutory requirements. This clause is intended to operate in a manner that is consistent with the operation of the WHS Act.

49. Union Contributions

- 49.1 Upon written authority from an Employee, RMS will deduct Union membership fees from the Employee's fortnightly pay (or such other frequency as agreed between RMS and the relevant Union) and forward these fees regularly to the relevant Union. RMS will also include all necessary information to enable the union to reconcile and credit subscriptions to the Employee's membership account.
- 49.2 If an Employee has already authorised the deduction of their union membership fees from their pay prior to this clause taking effect, nothing in this clause shall be read as requiring the Employee to make a fresh authorisation in order for such deductions to continue.

50. Union Representatives

- 50.1 In this clause, Union Delegate means an Employee in respect of which:
- (a) the Union to which the Employee is a member is elected as a delegate in accordance with the relevant union's rules; and
 - (b) that Union is entitled to represent the Employee of the Employer; and
 - (c) the Union has notified the RMS Industrial Relations team in writing that the Employee is an elected delegate.
- 50.2 An Employee who is a Union Delegate shall be provided with sufficient time in working hours to interview the supervisors, managers and Employees whom the Delegate represents, on matters affecting them, including:
- (a) addressing new Employees about the benefits of union membership at the time that they enter employment.

SECTION 7 - CLAUSES OF SPECIFIC APPLICATION

51. Sydney Harbour Bridge Maintenance Employees

- 51.1 This clause applies to Employees who are attached to the Sydney Harbour Bridge Maintenance office, and does not apply to any other Employee.

51.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

Working Hours

51.3 Normal Work Cycle, in relation to an Employee covered by this clause, means a work cycle consisting of:

- (a) nine working days within a 10 day, two week cycle;
- (b) eight hours and 27 minutes worked each day between 6:00 am and 6:00 pm;
- (c) a 30 minute meal break which includes a paid 10 minute morning tea break and a 20 minute unpaid break between 11:30 am and 12 noon; and
- (d) a 10 minute tea break immediately before finishing time.

51.4 During this cycle, 51 minutes of each day worked is accrued towards one day off in each two week cycle, known as an Accrued Day Off (ADO).

51.5 If an ADO falls on a Public Holiday, the ADO may be taken on:

- (a) the next working day;
- (b) an alternative day in the same two week cycle; or
- (c) an alternative day in the next two week cycle.

Amenities

51.6 RMS provides a "clean/dirty" area for Employees to store personal clothing separate from protective clothing. This area shall have sufficient washing and showering facilities separated from all dirty sections of the area.

51.7 Employees shall be provided with the following breaks, in addition to any other breaks in this clause:

- (a) a five minute break before lunch to wash and put away personal belongings, or a ten minute break if the Employee was performing tasks associated with lead paint removal (as outlined in subclause 24.5), to shower and put away personal belongings;
- (b) a ten minute break before finishing time to shower, and
- (c) enough time before lunch and finishing time to reach an area from the Employee's place of work on the bridge.

51.8 Employees shall be provided with a separate area for the storage of clothes, tools and food. This area must not contain painting materials.

51.9 If Employees are required to work temporarily from another location that is not the Sydney Harbour Bridge Maintenance office, the Employee will be entitled to be reimbursed all fares actually and necessarily incurred to travel to the other location.

52. Traffic Signals Employees

52.1 This clause applies to Employees who are engaged as Traffic Signals Technicians' Assistants, and does not apply to any other Employee.

52.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

52.3 If an Employee is a Traffic Signals Technicians' Assistant:

- (a) an afternoon shift finishes after 6:00pm and at or before midnight
- (b) a night shift finishes after midnight and at or before 8:00am
- (c) regular afternoon or night shifts apply which are a normal feature of the Employee's work, occur five nights each week and are in operation for more than four consecutive weeks.

52.4 If an Employee works regular afternoon or night shifts, the Employee is paid at the normal rate plus 15%. Any work other than regular afternoon or night shifts is paid as follows:

- (a) the first five shifts are paid at time-and-a-half.
- (b) more than five shifts and up to four weeks are paid at the ordinary rate plus 20%.
- (c) more than four weeks are paid at the ordinary rate plus 15%.

52.5 If an Employee works only night shifts, the Employee is paid at the normal rate plus 30% for each shift the Employee works.

52.6 Saturday time is:

- (a) worked between Friday midnight and Saturday midnight.
- (b) paid at time-and-a-half for normal rostered shifts.

52.7 Sunday time is:

- (a) worked between Saturday midnight and Sunday midnight.
- (b) paid at double-time.

53. Traffic Emergency Patrollers

53.1 This clause applies to Employees who are engaged as Traffic Emergency Patrollers (TEPs), and does not apply to any other Employee.

53.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

53.3 If an Employee is a TEPs, the Employee is either a:

- (a) shift worker engaged on a combination of morning and afternoon shifts, or
- (b) continuous shift worker engaged on a 24 hour, 7 day, rotating roster.

53.4 An Employee is not required to work more than 6 consecutive days during the Employee's roster cycle.

53.5 Employees' working hours and shift allowances are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 1:00pm	ordinary rate plus 12.5%
Night	at or after 4:00pm	ordinary rate plus 15%

53.6 Employees will be paid at time-and-a-half of the ordinary pay rate for all ordinary time worked on Saturday.

- 53.7 Employees will be paid at double the ordinary pay rate for all ordinary time worked on a Sunday.
- 53.8 Employees will be paid at double-time-and-a-half of the ordinary pay rate for all ordinary time worked on a Public Holiday.
- 53.9 Employees will be allowed and paid a crib break in accordance with subclause 19.13 above.
- 53.10 Shift rosters operate in the following manner:
- (a) Employees are rostered to work shifts as required by RMS.
 - (b) Notice of shifts to be worked is given at least seven days in advance.
 - (c) If less than seven days notice is given of shift changes, an Employee is paid at the same rate as the Employee's previous shift, provided it is greater.
- 53.11 If an Employee is rostered on a special or spare shift and the Employee is directed to work another shift which:
- (a) pays a lesser pay rate, then the Employee is entitled to retain the pay rate of the Employee's normal shift.
 - (b) has a greater penalty, then the Employee is entitled to the higher pay rate based on the inclusion of the penalty for the shift the Employee actually worked.
- 53.12 If an Employee is directed to temporarily work a shift that pays a lesser pay rate, the Employee is entitled to retain the pay rate of the Employee's normal shift.
- 53.13 If an Employee is directed to work at an alternative location, the Employee is paid the appropriate fares to the new destination, in accordance with the provisions outlined in clauses 27, 28 and 29.
- 53.14 If an Employee is required to change their shift and/or location with less than 48 hours notice, the Employee is paid an additional 3 hours at the Employee's ordinary/unloaded pay rate, in addition to the provisions outlined above, in recognition of any inconvenience caused by the change to the Employee's shift pattern.
- 53.15 A full time Employee who ordinarily works a roster with a day on which a Public Holiday is proclaimed, but is rostered off on that day, will be entitled to time off in lieu, for this time up to a maximum of 7.6 hours. The time off in lieu shall be taken at a time nominated by the Employee's manager and subject to operational requirements.

54. Tow Truck Employees

- 54.1 This clause applies to Employees who are engaged as Tow Truck Drivers or Tow Truck Attendants (Tow Truck Employees), and does not apply to any other Employee.
- 54.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.
- 54.3 If an Employee is a Tow Truck Driver or Tow Truck Attendant the Employee is engaged on a 24 hour, 7 day, rotating roster.
- 54.4 Tow Truck Employees shall not be required to work more than 6 consecutive days during the roster cycle.

54.5 The working hours and shift allowances for Tow Truck Staff are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 12 Noon	ordinary rate plus 15%
Night	at or after 6:00pm	ordinary rate plus 20%

54.6 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.

54.7 Payment for all time worked on a Sunday shall be at the rate of double the ordinary rate of pay.

54.8 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.

54.9 Employees will be allowed and paid a crib break in accordance with clauses 19.13, above.

54.10 Shift rosters shall operate in the following manner:

- (a) Employees shall be rostered to work shifts as required by RMS.
- (b) notice shall be given of shifts to be worked at least 7 days in advance.
- (c) 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.

54.11 If an Employee is rostered on a relief line and the Employee's shifts, as notified in subclause 54.10 above, are changed with less than 7 days notice the Employee will be paid at the rate of the previously rostered shift providing that it is greater.

54.12 Where an Employee is directed to work at an alternate location, the Employee will be paid the appropriate fares to the new destination in accordance with the provisions outlined in clauses 27, 28 and 29.

54.13 Where an Employee is required to change shift and/or location with less than 48 hours notice, the Employee will be paid an additional 3 hours at the unloaded rate of pay, in addition to the provisions outlined in subclause 54.11 above, in recognition of any inconvenience caused by the alternation to the shift pattern.

54.14 A full time Employee who ordinarily works a roster with a day on which a Public Holiday is proclaimed, but is rostered off on that day, will be entitled to time off in lieu, for this time up to a maximum of 7.6 hours. The time off in lieu shall be taken at a time nominated by the Employee's manager and subject to operational requirements.

PART B**PAY RATES AND ALLOWANCES****MONETARY RATES****Table 1 - Rates of Pay, Non Trades (not applicable to Broken Hill Workshop Employees)**

Pay Point	Positions	Current Weekly Rates \$	Weekly Rates effective from the first full pay period on or after 1 July 2019 and inclusive of 2.5% increase \$	Weekly Rates effective from the first full pay period on or after 1 July 2020 and inclusive of 2.5% increase \$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	1077.65	1104.59	1132.2
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	1106.57	1134.23	1162.59
3	Roadworker Grade 3 Linemarkers Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	1135.60	1163.99	1193.09
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator Tow Truck Attendant Linemarkers Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4	1164.63	1193.75	1223.59
5	Bridge Worker Grade 5 Technician's Assistant Grade 2 Road Worker Grade 5 Plant Operator Grade 2 Truck Driver (MR General) Truck Driver (Stores) Linemarkers Grade 3 Storeperson Grade 2 Rigger Grade 1 Traffic Emergency Patroller	1193.99	1223.84	1254.44
6	Technician's Assistant Grade 3 Works Assistant Grade 2 Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General) Water Cart Operator Snowplough Operator Rigger Grade 2 Truck Mounted Attenuator (TMA)	1222.91	1253.48	1284.82

	Operator			
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1252.39	1283.70	1315.79
8	Rigger Grade 4 Bitumen Spray Driver Finishing Grader Operator Truck Driver (Tow Truck) Barrier Transfer Operator	1281.31	1313.34	1346.17
9	Truck Driver (Road Train) Team Leader (Rigger) Team Leader Grade 1 Team Leader (Stores) Traffic Emergency Patroller (Team Leader)	1310.56	1343.32	1376.9
10		1339.48	1372.97	1407.29
11		1368.51	1402.72	1437.79
12	Team Leader Grade 2 Team Leader (Tow Trucks) Team Leader Barrier Transfer Operator	1397.76	1432.70	1468.52

Pay point	Positions	Current Weekly Rates	Weekly Rates effective from the full pay period on or after 1 July 2019 and inclusive of 2.5% increase	Weekly Rates effective from the first full pay period on or after 1 July 2020 and inclusive of 2.5% increase
		\$	\$	\$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	1077.65	1104.59	1132.2
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	1106.57	1134.23	1162.59
3	Roadworker Grade 3 Linemarkers Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	1135.60	1163.99	1193.09
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator Tow Truck Attendant Linemarkers Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4	1164.63	1193.75	1223.59
5	Bridge Worker Grade 5 Technician's Assistant Grade 2 Road Worker Grade 5 Plant Operator Grade 2 Truck Driver (MR General)	1193.99	1223.84	1254.44

	Truck Driver (Stores) Linemaker Grade 3 Storeperson Grade 2 Rigger Grade 1 Traffic Emergency Patroller			
6	Technician's Assistant Grade 3 Works Assistant Grade 2 Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General) Water Cart Operator Snowplough Operator Rigger Grade 2 Truck Mounted Attenuator (TMA) Operator	1222.91	1253.48	1284.82
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1252.39	1283.70	1315.79
8	Rigger Grade 4 Bitumen Spray Driver Finishing Grader Operator Truck Driver (Tow Truck) Barrier Transfer Operator	1281.31	1313.34	1346.17
9	Truck Driver (Road Train) Team Leader (Rigger) Team Leader Grade 1 Team Leader (Stores) Traffic Emergency Patroller (Team Leader)	1310.56	1343.32	1376.9
10		1339.48	1372.97	1407.29
11		1368.51	1402.72	1437.79
12	Team Leader Grade 2 Team Leader (Tow Trucks) Team Leader Barrier Transfer Operator	1397.76	1432.70	1468.52

Table 2 - Rates of Pay, Trades (not applicable to Broken Hill Workshop Employees)

Pay point	Positions	Current Weekly Rates	Weekly Rates effective from first full pay period on or after 1 July 2019 and inclusive of 2.5% increase	Weekly Rates effective from first full pay period on or after 1 July 2020 and inclusive of 2.5% increase
		\$	\$	\$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	1173.24	1202.57	1232.63
2	Plasterer Grade 1	1192.78	1222.6	1253.17
3	Mechanical Trades Grade 1 Fitter Grade 1	1198.85	1228.82	1259.54
4	Painter Grade 2	1202.27	1232.33	1263.14
5	Signwriter Grade 1	1208.12	1238.32	1269.28
6	Metal Fabricator Grade 1 Plumber Grade 1	1210.99	1241.26	1272.29
7	Shipwright Grade 1	1221.48	1252.02	1283.32

8	Painter Grade 3 Traffic Facilities Painter Grade 2	1231.86	1262.66	1294.23
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	1233.18	1264.01	1295.61
10	Electrician Grade 1	1259.23	1290.71	1322.98
11	Painter Grade 4 Traffic facilities Painter Grade 3	1261.00	1292.53	1324.84
12	Mechanical Trades Grade 2 Fitter Grade 2	1263.31	1294.89	1327.26
13	Signwriter Grade 2	1268.39	1300.1	1332.6
14	Metal Fabricator Grade 2 Plumber Grade 2	1271.59	1303.38	1335.96
15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	1294.88	1327.25	1360.43
16	Signwriter Grade 3	1298.64	1331.11	1364.39
17	Electrician Grade 2	1322.26	1355.32	1389.2
18	Construction Carpenter Grade 3	1325.57	1358.71	1392.68
19	Mechanical Trades Grade 3 Fitter Grade 3	1326.78	1359.95	1393.95
20	Plumber Grade 3	1332.19	1365.49	1399.63
21		1368.51	1402.72	1437.79
22	Electrician Grade 3	1384.84	1419.46	1454.95
23		1389.81	1424.56	1460.17
24	Plumber (Team Leader) Mechanical Trades Team Leader Fitter (Team Leader) Painter (Team Leader) Bridge Maintenance Welder (Team Leader) Metal Fabricator (Team Leader) Construction Carpenter (Team Leader) Shipwright (Team Leader) Signwriter (Team Leader) Traffic Facilities Painter (Team Leader)	1397.76	1432.7	1468.52
25	Electrician (Team Leader)	1447.76	1483.95	1521.05

Table 3 - Rates of Pay, Broken Hill Workshop Employees Only

Positions	Current Weekly Rates	Weekly Rates effective from first full pay period on or after 1 July 2019 and inclusive of 2.5% increase	Weekly Rates effective from first full pay period on or after 1 July 2020 and inclusive of 2.5% increase
	\$	\$	\$
Tradesperson			
Plant Mechanic	1294.22	1326.58	1359.74
Boilermaker	1294.22	1326.58	1359.74
Carpenter	1294.22	1326.58	1359.74
Painter	1294.22	1326.58	1359.74
Electrical Fitter	1317.40	1350.34	1384.1
Plant Operator			
Mobile Crane Operator	1164.30	1193.41	1223.25
General Storeman			
	1143.77	1172.36	1201.67

Cleaner	1148.96	1177.68	1207.12
Labour (Fitter/Plant Mechanic)	1122.47	1150.53	1179.29
General Labour	1113.64	1141.48	1170.02
Labourer (Testing Laboratory)	1113.64	1141.48	1170.02
Labourer Junior Male (19/21 years)	999.94	1024.94	1050.56
Labourer Hammer & Drill	1136.15	1164.55	1193.66
Labourer (Proline Borer or Benkleman Beam)	1155.80	1184.7	1214.32
Apprentice - School Certificate			
Year 1	686.79	703.96	721.56
Year 2	829.07	849.8	871.05
Year 3	971.24	995.52	1020.41
Year 4	1113.64	1141.48	1170.02
Apprentice -Higher School Certificate Level			
Year 1	829.07	849.8	871.05
Year 2	971.24	995.52	1020.41
Year 3	1113.64	1141.48	1170.02
Year 4	1255.59	1286.98	1319.15

Table 4 - Rates of Pay, Apprentices (not applicable to Broken Hill Workshop Employees)

Pay Point	Positions	Current Weekly Rates	Weekly Rates effective from first full pay period on or after 1 July 2019 and inclusive of 2.5% increase	Weekly Rates effective from first full pay period on or after 1 July 2020 and inclusive of 2.5% increase
		\$	\$	\$
1	Apprentice 1st Year Painter/Decorator Signwriter	525.30	538.43	551.89
2	Apprentice 1st Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	534.36	547.72	561.41
3	Apprentice 1st Year Bricklayer Civil Construction	541.31	554.84	568.71
4	Apprentice 1st Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	551.13	564.91	579.03
5	Apprentice 1st Year Carpenter/Joiner Shipwright	573.87	588.22	602.93
6	Apprentice 1st Year Bridge & Wharf Carpenter	585.68	600.32	615.33
7	Apprentice 2nd Year Painter/Decorator Signwriter	680.72	697.74	715.18

8	Apprentice 2nd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	689.77	707.01	724.69
9	Apprentice 2nd Year Bricklayer Civil Construction	696.51	713.92	731.77
10	Apprentice 2nd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	706.33	723.99	742.09
11	Apprentice 2nd Year Carpenter/Joiner Shipwright	729.51	747.75	766.44
12	Apprentice 2nd Year Bridge & Wharf Carpenter	741.21	759.74	778.73
13	Apprentice 3rd Year Painter/Decorator Signwriter	864.06	885.66	907.8
14	Apprentice 3rd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	873.23	895.06	917.44
15	Apprentice 3rd Year Bricklayer Civil Construction	879.63	901.62	924.16
16	Apprentice 3rd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	889.78	912.02	934.82
17	Apprentice 3rd Year Carpenter/Joiner Shipwright	912.19	934.99	958.36
18	Apprentice 3rd Year Bridge & Wharf Carpenter	923.89	946.99	970.66
19	Apprentice 4th Year Painter/Decorator Signwriter	991.00	1015.78	1041.17
20	Apprentice 4th Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	1000.28	1025.29	1050.92
21	Apprentice 4th Year Bricklayer Civil Construction	1006.90	1032.07	1057.87
22	Apprentice 4th Year Plant Mechanic Motor Mechanic Fitter/Turner	1017.27	1042.7	1068.77

	Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber			
23	Apprentice 4th Year Carpenter/Joiner Shipwright	1039.90	1065.9	1092.55
24	Apprentice 4th Year Bridge & Wharf Carpenter	1050.94	1077.21	1104.14

Table 5 - Other Rates and Allowances (not applicable for Broken Hill Workshop Employees)

^	To be updated in accordance with the CE Wages Staff (Rates of Pay) Award
*	To be updated in accordance with the NSW Treasury Circulars
~	To be updated in accordance with clause 23.2 of the CE (Skilled Trades) Award

Clause	Description	Current Rates \$	Rates effective from first full pay period on or after 1 July 2019 and inclusive of 2.5% increase \$	Rates effective from first full pay period on or after 1 July 2020 and Inclusive of 2.5% increase \$
Other Rates				
24.10	Sydney Harbour Bridge Maintenance Staff			
	Sydney Harbour Bridge Allowance	214.25	219.61	225.10
Allowances				
24.5	Lead Paint Removal Allowance (per hour)	2.5388	2.6020	2.6674
24.6	Asbestos Materials			
	Tradespersons	1.04	1.07	1.10
24.7	Asbestos Eradication			
	Tradespersons	2.81	2.88	2.95
24.3	Asphalt Plant Repairs			
	Tradespersons	1.04	1.07	1.10
24.8	Long/Wide Loads Allowance			
	Transport Workers			
	2.90m wide or 18.29m long or 4.30m high	2.6545	2.7209	2.7889
	minimum payment	10.62	10.89	11.16
	3.36m wide or 21.34m long or 4.58m high	4.9672	5.0914	5.2187
	minimum payment	19.87	20.37	20.88
20.13 & 20.14	Meal Allowance			
(a)	First meal	15.60	^	^
(b)	Subsequent meal	13.10	^	^
27.2	Fares			
(b)	per week	12.00	12.00	12.00
	per day	2.40	2.40	2.40

27.3	Travelling Allowance			
	3 but not more than 10 kms	4.20	4.20	4.20
	More than 10 but not more than 20km	8.30	8.30	8.30
	More than 20 km but not more than 30km	12.40	12.40	12.40
	More than 30km but not more than 40km	16.50	16.50	16.50
	More than 40km but not more than 50km	20.70	20.70	20.70
	More than 50km but not more than 60km	24.80	24.80	24.80
	More than 60km but not more than 70km	29.00	29.00	29.00
	More than 70km but not more than 80km	33.00	33.00	33.00
	More than 80kms but more than 90km	37.20	37.20	37.20
	More than 90km but not more than 100km	41.30	41.30	41.30
29	Distant Work			
	Board & Lodging	809.10	*	*
	Broken parts of week where camp not provided	115.60	*	*
	Breakfast	24.70	*	*
	Lunch	28.15	*	*
	Dinner	48.60	*	*
	Incidentals	8	*	*
	Private Vehicle over 2700cc	0.272	*	*
	Private Vehicle 1600cc - 2700cc	0.272	*	*
	Private Vehicle under 1600cc	0.272	*	*
	Other Conditions			
24.4	First Aid Allowance	3.74	3.83	3.93
31.1(c)	Insuring Tools Reimbursement for Loss	1873.40	~	~

APPENDIX A

Workplace Reform

1. Benchmarking

The parties agree to co-operate in benchmarking processes to measure performance of RMS Road Services Business Units against other public and private sector road services providers.

2. Process Improvement

RMS, Unions and Employees are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which result in improvement in productivity and/or the elimination of duplication and waste. The regional consultative groups monitor the development and implementation of process improvement and provide appropriate updates, reports and recommendations to the SBU.

3. Performance Planning & Feedback

3.1 RMS will implement a performance planning and feedback scheme that applies to all wages staff and is:

- (a) implemented in consultation with the unions that will link performance in the workplace with the goals of RMS, its regions and work units;

- (b) supported by appropriate training; and
 - (c) evaluated and monitored by the SBU.
- 3.2 This scheme recognises and reflects the increasing importance of teams in RMS and their contribution to service and quality.
- 3.3 The parties are committed to:
- (a) ensuring teams and Employees understand the relationship or interdependence of their role with other teams and Employees;
 - (b) clearly defining expectations for each team and Employee against the agreed goals of RMS and productivity standards;
 - (c) ensuring each team and Employee clearly understands RMS's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals;
 - (d) obtaining feedback from teams and Employees on RMS's work practices, management practices and possible innovations; and
 - (e) encouraging teams and Employees to participate in their work unit's decision making process.

4. Conditions of Employment

- 4.1 The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes are:
- (a) developed and implemented in consultation with the unions to link performance in the workplace with the goals of RMS;
 - (b) evaluated and monitored by the SBU.
- 4.2 In making this commitment, the parties accept, in principle, the need to:
- (a) review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources;
 - (b) review and rationalise administrative procedures;
 - (c) reduce and update documentation;
 - (d) ensure, where possible, consistent working conditions for all wages staff;
 - (e) provide opportunities for all Employees to better manage their working and personal lives;
 - (f) review current work patterns to investigate flexible work arrangements which better meet Employees and customers' needs.

5. Workplace Health & Safety

- 5.1 RMS is committed to ensuring the health, safety and wellbeing of its staff in the workplace. This is achieved by:
- (a) implementation of appropriate health and safety practices and procedures;
 - (b) appropriate management policies and practices; and
 - (c) the active and constructive involvement of all wages staff; and

- (d) management and wages staff representatives' participation on occupational health and safety committees.
- 5.2 RMS encourages Employees to take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

6. Contracting Out

6.1 Application and Definition

- (a) For the purpose of this clause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

6.2 Considering Proposal to Contract Out Work

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

6.3 Decision to Contract Out Work

- (a) Once RMS has finalised a proposal and has made a decision to contract out work, RMS agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.
- (b) Prior to implementation of a proposal to contract out work, RMS will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.
- (c) Subject to reasonable notice and operational requirements, RMS agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 6.3(b) above.

6.4 Dispute Settlement Procedure

- (a) Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 47 of this Award.

7. Contractors Protocol

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

- (a) abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.
- (b) ensures that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying the rates and providing conditions contained in the appropriate award and/or registered industrial agreement, as well as complying with other statutory provisions and RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards and the provisions set out in clause 7, Work Health and Safety.
- (c) on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and

RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards takes necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract is implemented, if appropriate.

8. Unplanned Absenteeism (Sick Leave)

The parties are committed to implementing tailored strategies to reduce the level of sick leave being taken by Employees.

Employees who have a good sick leave record who have been suffering from a genuine prolonged illness shall, subject to Chief Executive approval, continue to be entitled to additional paid sick leave should they exhaust their existing paid sick leave entitlement.

9. Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between RMS's corporate directorates and Operations and Services Directorate, regional and frontline areas to ensure timely and accurate upward and downward feedback.

10. Field Input Data Operation

The parties agree to fully implement data collection and analysis systems to improve scheduling and prioritising of maintenance works.

11. Alliance Model

The parties agree to fully implement the Alliance Model of work whereby RMS staff work alongside private industry parties in order to achieve the outcomes of RMS.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

ROADS AND MARITIME SERVICES SCHOOL CROSSING SUPERVISORS AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services.

(Case No. 200837 of 2019)

Before Chief Commissioner Kite

17 July 2019

AWARD

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Area, Incidence, Duration
3.	Parties to the Award
4.	Duties
5.	Appointment and Probation
6.	Hours of Duty
7.	Payment of Wages
8.	Superannuation
9.	Minimum Period of Engagement
10.	Work Location
11.	Leave
12.	Travelling to a Temporary Work Location
13.	Relocation of School Crossing Supervisors
14.	Termination
15.	Training
16.	Criminal Record Checks
17.	Safety Clothing & Equipment
18.	Anti-Discrimination
19.	Grievance Resolution and Dispute Settlement
20.	Union Contributions
21.	Secure Employment
22.	Code of Conduct and Ethics
23.	Leave Reserved
24.	Local Arrangements
25.	No Extra Claims
26.	Rates of Pay

1. Definitions

Additional Hours - Time worked by permanent SCSs in excess of their contract hours and for which a loading in lieu of annual leave is paid.

Casual - Casual SCSs are employed on an intermittent basis to cater for special needs or to provide cover for intermittent periods of absence.

Casual Loading - An additional rate added to the rate of pay for casual SCSs to compensate for their ineligibility for paid leave and public holidays.

Contract Hours - The standard weekly hours or daily hours required to be worked by permanent SCSs. Contract hours for permanent SCSs are the hours specified in their contract or letter of appointment.

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

Extended Leave - A form of leave entitlement which recognises and rewards long service as provided by the Extended leave provisions covered in Schedule 5 of the *Transport Administration Act 1988*.

Headquarters - The centre to which SCSs are attached for administrative purposes, or from which SCSs are required to operate on a long term basis.

Permanent SCS - A permanent SCS is a SCS who works a set number of hours and days per week.

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

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

"RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.

SCS - School Crossing Supervisor

Temporary Work Location - The place from which permanent SCSs temporarily perform official duty if they are required to work away from headquarters.

"Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988*.

Union - Australian Workers' Union (AWU) and/or Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

Working Hours - The specified times that SCSs are required to work as outlined in their letters of engagement.

2. Area, Incidence, Duration

- 2.1 This Award will be known as the Roads and Maritime Services - School Crossing Supervisors Award 2019.
- 2.2 The Award applies to all SCSs employed as members of the Transport Service in the RMS Group.
- 2.3 This rescinds and replaces the Roads and Maritime Services - School Crossing Supervisors) Award 2017 published 9 February 2018 (382 I.G. 597) all variations thereof.
- 2.4 This Award comes into effect on 1 July 2019 and will remain in force until 30 June 2021.

3. Parties to the Award

- 3.1 The parties to this Award are:
 - (a) the Secretary of the Department of Transport as head of the Transport Service;

- (b) the Australian Worker's Union; and
- (c) the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Duties

- 4.1 SCSs are responsible for the implementation of the School Crossing Supervisor Scheme at designated school crossing sites.
- 4.2 In order to achieve this, SCSs must:
- (a) Place CHILDREN CROSSING flags at each end of the crossing at the commencement of duties and remove the flags at the completion of duties
 - (b) Be at their designated crossing at the times specified by RMS;
 - (c) Comply with the Safe Work Method Statement (SWMS) for the site at which they are working;
 - (d) Perform their duties in accordance with training provided by RMS;
 - (e) Follow any lawful directions given by RMS;
 - (f) Use only the safety clothing and equipment provided by RMS.

5. Appointment and Probation

- 5.1 SCSs must serve a three-month probation period before their employment is confirmed.
- 5.2 SCSs cannot commence duty until they have successfully completed both on-site and off-site training and have met the criteria for the criminal record check as outlined in clause 16.
- 5.3 The probation period may be extended for a period up to six months in exceptional circumstances. SCSs must be informed of the extension at least one week prior to the date on which they will complete three months' service.

6. Hours of Duty

- 6.1 Other than for reasons outlined in subclause 6.5 below, permanent SCSs will be rostered to work during the 41-week NSW school year.
- 6.2 The contract hours for SCSs will not include four weeks of the school summer vacation period in December/January each year. Any training held in January will be notified and paid for as per clause 15, Training.
- 6.3 The contract hours of duty for permanent SCSs are determined according to the operating hours of the crossing at their designated site, including the setting up and storage of equipment. The specific hours will be notified to permanent SCSs in their letters of engagement.
- 6.4 Unless otherwise agreed by the SCS, the contract hours of duty for permanent SCSs may be varied on a permanent basis provided that three weeks' notice is given (i.e. 15 weekdays, including school and public holidays). This does not restrict RMS to direct SCSs to work different than their contract hours on a temporary basis, e.g. to cover short-term absences of other staff.
- 6.5 Subject to clause 15, Training, permanent SCSs may, by agreement, work in excess of their contract hours. The additional hours worked, up to 38 hours per week, will be paid at ordinary time plus a 1/12 loading in lieu of additional annual leave (see subclause 7.4 below).

- 6.6 Permanent or casual SCSs who are directed to work in excess of 8 hours per day or 38 hours per week will be paid for the time worked at overtime rates as time and a half for the first two hours and double time thereafter.
- 6.7 The hours of duty for casual SCSs will fluctuate between engagements. Generally, casual SCSs cannot be engaged for longer than the ordinary hours worked by permanent SCSs.
- 6.8 RMS may arrange training to be conducted during the school holidays. Refer to clause 15, Training.
- 6.9 RMS may require SCSs to work reasonable overtime at overtime rates. An SCS may refuse to work overtime in circumstances where the working of overtime would result in the SCS staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to the SCSs health and safety;
 - (b) the SCSs personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by RMS regarding the working of overtime, and by the SCS of their intention to refuse the working of overtime; or
 - (e) any other relevant matter.

7. Payment of Wages

- 7.1 The hourly rate of pay for SCSs will be calculated with reference to a base hourly rate of \$N per hour. The rates of pay are set out in the table in clause 26. Rates of Pay will be increased by 2.5% operative from the first full pay period on or after 1 July 2019 and 1 July 2020.
- 7.2 The rate paid to permanent SCSs will be averaged over a period of 48 weeks. The calculation takes into account the 41-week school year plus the entitlement to four weeks' annual leave as permanent Employees. Permanent SCSs will continue to be paid for their contract hours during school holidays that fall between the months of February and December. Permanent SCSs will not be paid for the four weeks of the school summer vacation period in December/January each year.
- 7.3 The hourly rate paid to permanent SCSs will be calculated on the following basis:

$$\frac{N \quad \times \quad 45}{48} = \$P$$

Where 'N' is the base rate per hour and 'P' is the actual hourly rate.

- 7.4 Additional hours worked by permanent SCSs will be calculated on the following basis:

$$N \quad + \quad (N \times 1/12) = \$A$$

Where 'N' is the base rate per hour and 'A' is the actual hourly rate.

This rate will also apply to all time spent training by permanent SCSs outside their contract hours.

- 7.5 Casuals are paid for actual time worked and all training but are otherwise not paid during school holidays.
- 7.6 As casuals are entitled to a loading in lieu of all forms of paid leave except for extended leave, the hourly rate paid to casual SCSs will be calculated on the following basis:

$$N \quad + \quad (N \times 20\%) = \$C$$

Where 'N' is the base rate per hour and 'C' is the actual hourly rate.

- 7.7 Wages will be paid on a fortnightly basis into an account nominated by each SCS.

8. Superannuation

- 8.1 RMS will contribute a proportion of each SCSs wage as determined by Commonwealth superannuation legislation into a superannuation fund nominated by each SCS. The current proportion is 9.50%, effective from 1 July 2014.

9. Minimum Period of Engagement

- 9.1 The minimum period of engagement for SCS (whether casual or permanent) shall be one hour.
- 9.2 SCSs who work both morning and afternoon shift in any one day will be considered to have worked two (2) periods of engagement for that day.
- 9.3 The period(s) of engagement for permanent SCSs will be specified in their letter of appointment.

10. Work Location

- 10.1 Subject to subclause 10.3 below, permanent SCSs will be appointed to a designated work school crossing site to which they must report for duty.
- 10.2 Casual SCSs are not assigned to a specific work location and may be offered work at locations as required by RMS.
- 10.3 SCSs who have their employment converted from casual to permanent through the operation of clause 21, Secure Employment, may be assigned to a designated work school crossing site and/or may be required to undertake their contract hours at different locations. The different locations will be within a reasonable boundary and will be agreed at the time of conversion. Such SCSs will not be entitled to reimbursement for additional fares or time spent travelling to these locations as per subclauses 12.1 and 12.2.
- 10.4 SCSs who elect to convert to permanent status by way of subclause 10.3 will be offered the choice to transfer to permanent status as outlined at subclause 10.1, upon a SCSs position falling vacant.

11. Leave

- 11.1 Calculation of leave
- (a) Unless otherwise specified, permanent SCSs will be entitled to leave on a pro-rata basis, calculated on their weekly contract hours.
 - (b) For the purpose of taking leave, 'day' means the normal/contract hours of duty that SCSs would have worked on that day. This does not include intermittent training carried out during the school term.
- 11.2 Casuals
- (a) Casuals receive a loading in lieu of all forms of paid leave except long service leave.
 - (b) With the exception of long service leave, casuals are not entitled to take paid leave.
- 11.3 Recreation Leave
- (a) Permanent SCSs are entitled to four (4) weeks' recreation leave each year.

- (b) The wages paid to SCSs take into account the four-week entitlement and SCSs are not entitled to take recreation leave during the school term.
- (c) SCSs will have a period of four weeks per year (in one or more blocks) where they will not be required to attend work and/or training. Refer to clause 15, Training.

11.4 Annual Leave Loading

The wages paid to SCSs incorporate a loading of 1.35% per annum to account for their entitlement to annual leave loading based on four weeks' leave per year.

11.5 Public Holidays

- (a) Permanent SCSs will be paid for all gazetted state public holidays that occur on a day on which they are normally rostered and for the hours that they would have worked.
- (b) Public holidays that occur during school holidays will be treated as normal work days and no additional payment will be made.
- (c) Permanent SCSs will be entitled to observe local public holidays (half day or full day as gazetted) where the school to which the crossing applies is observing that local public holiday.

11.6 Sick Leave

- (a) Permanent SCSs are entitled to 12 sick days per year.
- (b) For the purpose of this clause, the sick leave year commences on 1 January. SCSs who commence duty during the course of a calendar year will be credited with a pro rata entitlement of 12 days per year.
- (c) RMS may defer payment of sick leave to SCSs who take sick leave during their first three months of service until the SCS has completed three months of service
- (d) SCSs re-employed in the same year are entitled to the lesser of:
 - (i) a maximum of 12 days sick leave, or
 - (ii) the sick leave SCSs would have been entitled to had employment been continuous from the date of first employment in that year.
- (e) Previous periods of employment are not taken into account for sick leave purposes.
- (f) All sick leave not taken during the leave year accumulates and may be used as required for genuine absences due to illness or incapacity.
- (g) If SCSs are unable to attend work due to illness or injury, they are to contact their supervisor prior to the commencement of their shift and advise:
 - (i) that they are unable to attend work, and
 - (ii) the nature of their illness or incapacity, and
 - (iii) the estimated period of absence.
- (h) The granting of paid sick leave shall be subject to the SCS providing evidence which indicates the nature of illness or injury. If the SCS 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.

- (i) If a SCS is absent from duty for more than 2 consecutive working days because of illness they must provide a medical certificate to RMS in respect of the absence.
- (j) If a SCS takes sick leave in excess of 5 uncertified working days in a calendar year the SCS concerned may be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (k) As a general practice backdated medical certificates will not be accepted. However, if the SCS concerned provides evidence of illness that only covers the latter part of the absence, RMS may allow the granting of sick leave for the whole period if satisfied that the reason for the absence was genuine.
- (l) If the RMS is concerned about the diagnosis described in the evidence of illness produced, the RMS may, after discussion with the SCS refer the evidence provided and the application for leave to an independent medical practitioner for advice.
 - (i) The type of leave granted to the SCS will be determined by RMS based on the medical advice received.
 - (ii) If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the SCS when determining the type of leave granted.
- (m) RMS may direct the SCS to participate in a return to work program if they have been absent for a long period of sick leave.
- (n) Nothing in this subclause 11.6 removes the right of RMS to request medical certificates for single day absences where required or from referring the SCS for an independent medical assessment for other reasons as prescribed in RMS's sick leave policy.
- (o) The reference in this clause to evidence of illness shall apply, as appropriate:
 - (i) for absences up to and including 5 working days evidence may be provided by a registered doctor, dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at RMS's discretion, other forms of evidence that satisfy that the SCS had a genuine illness including from another registered health services provider,
 - (ii) where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.
- (p) SCSs who have used all their accrued sick leave but are unable to return to work due to illness or incapacity and have supporting medical certificates may take accrued extended leave or leave without pay.
- (q) SCSs who are sick for a week or more whilst on extended leave and who have a supporting medical certificate will be entitled to accrued sick leave for the period covered by the medical certificate. The extended leave replaced by the sick leave will be re-credited to the SCSs entitlement.
- (r) Sick leave will not be granted for extended leave taken prior to resignation or termination of services.

11.7 Extended leave

11.7.1 Extended leave entitlements

- (a) Extended leave for SCSs is set by the *Transport Administration Act 1988* (NSW).

- (b) SCSs who have completed 10 years' service recognised by RMS are entitled to the following extended leave:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years entitles SCSs to accrue 11 working days extended leave.
- (d) From 1 January 2005, SCSs who have completed at least 7 years continuous service with RMS, or as recognised in accordance with subclauses 11.7.1(f) and (g) below, are entitled to access pro rata extended leave on the basis of 4.4 working days per completed year of service.
- (e) Casual SCSs with regular and consistent patterns of employment are entitled to Extended Leave on the same basis as that applying to permanent SCSs, calculated on a pro rata basis.
- (f) All previous full-time and part-time service SCSs have had with RMS, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority are taken into account as service towards Extended Leave for permanent SCSs.
- (g) Service with other NSW government bodies will also be recognised in accordance with the *Government Sector Employment Act 2013 (NSW)* and Schedule 2 of the *Government Sector Employment Regulation 2014 [NSW]*.
- (h) Nothing in subclauses 11.7.1(f) or (g) above entitles SCSs to payment for previous service recognised, where the accrual for that service has been taken as extended leave in service or paid out on termination.

11.7.2 Effect of Approved Leave Without Pay on Extended Leave Entitlements.

- (a) To determine if SCSs have completed the required 10 years of service:
 - (i) Any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not SCSs have completed 10 years of service.
 - (ii) Any period of approved LWOP you have taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) For SCSs who have had 10 years' service recognised by RMS, 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;
 - (iii) Periods you are on leave accepted as workers compensation.
- (c) For SCSs who have completed 10 years of recognised service, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

11.7.3 Taking of Extended Leave.

- (a) Subject to RMS approval, SCSs may take extended leave:
 - (i) At a time convenient to RMS;
 - (ii) For a minimum period of one hour, irrespective of whether it is paid at full pay, half pay or double pay.
- (b) Extended leave may be taken at full pay, half pay or double pay.
- (c) For extended leave taken at double pay:
 - (i) SCSs leave balance will be debited for the actual number of working days/hours of leave at full pay plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) the additional payment is made as a taxed, non-superable allowance, with the exception of payment to members of First State Super or another complying fund of their choice for whom the additional payment is superable.
- (d) For extended leave taken at half pay, SCSs leave balance will be debited at the rate of half the days/hours taken as extended leave.
- (e) SCSs who take extended leave in service, may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

11.7.4 Sick Leave while on Extended Leave.

- (a) SCSs are only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days. To claim sick leave, SCSs must provide a medical certificate for the period claimed as soon as practicable.
- (b) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave, if leave is taken on a full or half pay basis.
- (c) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance.
- (d) The above applies if extended leave is taken prior to retirement but not extended leave taken prior to resignation or termination of services by RMS.

11.7.5 Public Holidays while on Extended Leave.

- (a) Public holidays that fall while SCSs are absent on extended leave are not recognised as extended leave and are not deducted from the extended leave balance.
- (b) Payment for public holidays is paid at single time even if SCSs have chosen to take extended leave at half-pay or double pay.

11.7.6 Payment or Transfer of Extended Leave on Termination

- (a) If SCSs are entitled to extended leave on termination of your employment, including retirement, they will be paid the monetary value of the extended leave as a gratuity, in lieu of your taking the leave.
- (b) SCSs who have at least five years' service but less than seven years' service are paid pro-rata extended leave if their services are terminated:

- (i) By RMS for any reason other than serious and intentional misconduct;
 - (ii) By SCSs in writing on account of illness, incapacity or domestic or other pressing necessity or.
- (c) SCSs who resign to join another Government Department, and who ‘transfer’ as defined by the *Government Sector Employment Act 2013* (NSW) and Part 6 of the *Government Sector Employment Rules 2014* [NSW], are entitled to have their extended leave accrual accepted by their new Employer.

11.8 Maternity leave

- (a) Female SCSs are entitled to maternity leave to allow them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) Permanent SCSs are entitled to maternity leave up to nine weeks before the expected date of birth and up to 12 months after the actual date of birth.
- (c) Permanent SCSs who have completed at least 40 weeks’ continuous service prior to the birth are entitled to paid maternity leave on the basis of 14 weeks at full pay or 28 weeks at half pay from the date maternity leave commences.
- (d) Regular casual SCSs who have completed 12 months’ continuous service are entitled to up to 12 months’ unpaid maternity leave. The leave may commence up to nine weeks before the expected date of birth, but must not exceed a total of 52 weeks. Casual SCSs are not entitled to paid maternity leave.
- (e) RMS shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because:
 - (i) the SCS or SCSs spouse is pregnant, or
 - (ii) the SCS is or has been immediately absent on maternity leave.

The rights of RMS in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.

- (f) If a SCS commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave they will be paid:
 - (i) at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) at a rate based on the hours they worked before the initial leave was taken, where they have returned to work and reduced their hours during the 24 month period; or
 - (iii) at a rate based on the hours they worked prior to the subsequent period of leave where they have not reduced their hours.

11.9 Adoption leave

- (a) SCSs are entitled to adoption leave for the adoption of a child under school age, provided that they are to be the primary care giver of the child.
- (b) Permanent SCSs are entitled to adoption leave on the following basis:
 - (i) fourteen weeks on full pay if they have completed 40 weeks’ continuous service;

- (ii) an extended period of up to 52 weeks, taken from the time of placement of the child, as extended leave (if available) and/or leave without pay. Any period of paid adoption leave will be included in the 52 weeks.
- (c) Regular casual SCSs who have completed 12 months' continuous service are entitled to up to 12 months' unpaid adoption leave from the date the SCS takes custody of the child.
- (d) RMS shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because the SCS is or has been immediately absent on adoption leave. The rights of RMS in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.
- (e) If a SCS commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave they will be paid:
 - (i) at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) at a rate based on the hours they worked before the initial leave was taken, where they have returned to work and reduced their hours during the 24 month period; or
 - (iii) at a rate based on the hours they worked prior to the subsequent period of leave where they have not reduced their hours.

11.10 Parental leave

- (a) SCSs who are not entitled to maternity or adoption leave are entitled to parental leave to share in the responsibility of caring for their young children.
- (b) Permanent SCSs are entitled to parental leave on the following basis:
 - (i) one week on full pay or two weeks at half pay if they have completed 40 weeks' continuous service; and
 - (ii) 52 weeks unpaid. Any period of paid parental leave will be included in the 52 weeks.
- (c) Leave may commence at any time up to two years from the date of birth or adoption of the child. The leave may be taken full time for up to 12 months or on a part time basis over a period of up to two years.
- (d) Regular casual SCSs who have completed 12 months' continuous service are entitled to up to 12 months' unpaid parental leave from the date of birth or adoption of the child.
- (e) RMS shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because the SCS is or has been immediately absent on parental leave. The rights of RMS in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.

11.11 Communication during Maternity, Adoption and Parental Leave

- (a) Where a SCS is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, RMS shall take reasonable steps to:
 - (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the SCS held before commencing maternity, adoption or parental leave; and

- (ii) Provide an opportunity for the SCS to discuss any significant effect the change will have on the status or responsibility level of the position the SCS held before commencing maternity, adoption or parental leave.
- (b) The SCS shall take reasonable steps to inform RMS about any significant matter that will affect the SCSs decision regarding the duration of maternity, adoption or parental leave to be taken, whether the SCS intends to return to work and whether the SCS intends to return to work on a part-time basis.
- (c) The SCS shall also notify RMS of changes of address or other contact details which might affect RMS's capacity to comply with subclause 11.11(a).

11.12 Rights of request during maternity, adoption or parental leave

- (a) A SCS entitled to maternity, adoption or parental leave may request that RMS allow the Employee:
 - (i) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;to assist the SCS in reconciling work and parental responsibilities.
- (b) RMS shall consider the request having regard to the SCSs circumstances and, provided the request is genuinely based on the SCSs parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or RMS's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The SCSs request and RMS decision to be in writing.

The SCSs request and RMS's decision made under subclause 11.12(a) must be recorded in writing.

- (d) Request to return to work part-time

Where a SCS wishes to make a request under subclause 11.12 (a)(ii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the SCS is due to return to work from maternity, adoption or parental leave.

11.13 Family and community service leave

- (a) RMS shall grant to an SCS some or all of their accrued family and community service leave on full pay for reasons related to unplanned and emergency family responsibilities or other emergencies outlined in subclause 11.13(b). RMS may also grant leave for purposes as outlined in subclause 11.13(c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.
- (b) Such unplanned and emergency situations may include, but not be limited to, the following:
 - (i) Compassionate grounds, such as the death or illness of a close member of the family or a member of the SCS's household;
 - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;

- (iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens an SCS's property and/or prevents a SCS from reporting for duty;
 - (iv) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (v) Attendance at court by a SCS to answer a charge for a criminal offence, only if RMS considers the granting of family and community service leave to be appropriate in a particular case.
- (c) Family and community service leave may also be granted for:
- (i) A SCS's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the SCS does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - (ii) A SCS's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if a SCS is selected to represent Australia or the State.
- (d) Family and community service leave shall accrue as follows:
- (i) in the first 12 months of service 2.5 days.
 - (ii) in the second year of service 2.5 days.
 - (iii) for each completed year of service after 2 years of service 1 day
- (e) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 3 days may be granted on a discrete, 'per occasion' basis to a SCS to cover the period necessary to arrange or attend the funeral of a family member or relative.
- (f) For the purposes of this subclause, 'family' means:
- (i) spouse;
 - (ii) de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
 - (iii) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
 - (iv) parent (including a foster parent or legal guardian);
 - (v) grandparent or grandchild;
 - (vi) sibling (including the sibling of a spouse or de facto spouse);
 - (vii) same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
 - (viii) 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.
- (g) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow SCSs to provide short-term care or support for a family member who is ill.
- (h) Access to other forms of leave is available to SCSs for reasons related to family responsibilities or community service, subject to approval. These include:
- (i) Leave without pay
 - (ii) Make up time
 - (iii) Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- (i) SCSs appointed to RMS who have had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous Employer.
- (j) Bereavement entitlements for casual Employees
- (i) Casual SCSs are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in subclause 11.13(f) of this subclause.
 - (ii) RMS and the SCS 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 SCS is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The SCS is not entitled to any payment for the period of non-attendance.
 - (iii) If required by RMS, the SCS must establish the need to take leave, by production of evidence, such as a death certificate or statutory declaration providing details of the circumstances of death.
 - (iv) RMS shall not fail to re-engage a casual SCS because the Employee accessed the entitlements provided for in this subclause. The rights of RMS to engage or not engage a casual SCS is otherwise not affected.
- (k) Personal Carers Entitlement for casual Employees
- (i) Casual SCSs are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (e) of this subclause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (ii) RMS and the SCS shall agree on the period for which the SCS 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 SCS is not entitled to any payment for the period of non-attendance.
 - (iii) If required by RMS, the SCS must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
 - (iv) RMS shall not fail to re-engage a casual SCS because the Employee accessed the entitlements provided for in this clause. The rights of RMS to engage or not to engage a casual SCS are otherwise not affected.

11.14 Leave for Matters Arising from Domestic Violence

- (a) Leave entitlements provided for in subclause 11.13 Family and Community Service Leave, and subclause 11.6 Sick Leave, may be used by SCSs experiencing Domestic Violence.
- (b) Where the leave entitlements referred to in subclause 11.14(a) above are exhausted, RMS shall grant up to five days Special Leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- (c) RMS will need to be satisfied, on reasonable grounds that Domestic Violence has occurred and leave is required. RMS 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.
- (d) Personal information concerning Domestic Violence will be kept confidential by RMS.
- (e) RMS, 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.

12. Travelling to a Temporary Work Location

- 12.1 Permanent SCSs required to travel to a temporary work location will be entitled to ordinary time payment for the additional time taken to travel to the temporary work location compared to the time that they normally take to travel to their headquarters.
- 12.2 Where permanent SCSs travel by public transport to a temporary work location, they will be entitled to reimbursement of any additional fares paid.
- 12.3 Subject to clause 15, Training, casual SCSs are not entitled to excess fares or travel to a work location.

13. Relocation of School Crossing Supervisors

- 13.1 RMS may relocate SCSs, either temporarily or permanently, where another location is available within a reasonable distance.
- 13.2 Reasons for the transfer may include, but are not limited to:
 - (a) Where an SCS is no longer required on a site for reasons outlined in subclause 14.4;
 - (b) for performance management or disciplinary reasons; or
 - (c) For other reasons at RMS's discretion.
- 13.3 SCSs are not entitled to relocation expenses.

14. Termination

- 14.1 Subject to subclause 14.2 below, permanent SCSs who wish to cease their employment must provide RMS with at least two weeks' notice.
- 14.2 Permanent SCSs who do not wish to continue their employment in a new school year must inform RMS of their intention to cease their employment prior to 1 December of the previous year.
- 14.3 Should RMS terminate the employment of permanent SCSs for any other reason, apart from serious or wilful misconduct, RMS must provide the SCSs with the following period of notice (or payment in lieu), based on the length of continuous service:

Continuous Service	Period of Notice
Not more than 1 year	at least 1 week
More than 1 year, but less than 3 years	at least 2 weeks
More than 3 years, but less than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

NB: 'service' includes all time worked for RMS since 1992

The period of notice shall be increased by one week where the SCS is over 45 years of age and has completed at least two years continuous service.

- 14.4 Reasons for termination of employment of permanent SCSs under subclause 14.3 above may include, but are not limited to:
- (a) the installation of traffic signals at that site;
 - (b) the removal of a crossing;
 - (c) the installation of an overhead walkway or pedestrian underpass;
 - (d) the closure of a school.
- 14.5 Prior to terminating the employment of a SCS for any of the reasons outlined in subclause 14.4 above, RMS will seek to place SCSs at an alternate location within a reasonable distance. RMS cannot guarantee that SCSs will be allocated the same hours of duty if an alternate location is found.

15. Training

- 15.1 RMS will provide SCSs with training necessary to conduct their duties. SCSs must attend all training to which they have been directed.
- 15.2 Training will generally be provided outside of the normal working hours of a SCS or during school holidays as necessary.
- 15.3 RMS must set aside a period of four weeks (in one or two blocks) during which no training can be organised. This will allow permanent SCSs to have at least four weeks' annual recreation leave per year.
- 15.4 RMS must notify SCSs of the times for training to be undertaken in school holidays at least two months in advance.
- 15.5 Time spent training by permanent SCSs will be paid in line with the calculation for 'additional hours' and paid for in accordance with subclause 7.4.
- 15.6 Casuals will be paid for all time spent training in accordance with subclause 7.5.
- 15.7 Casuals required to travel more than 30 minutes to a training venue will be paid excess fares and for all time in excess of 30 minutes spent travelling.

16. Criminal Record Checks

- 16.1 RMS will undertake criminal record checks on SCSs for any offences relevant to their employment as a SCS:
- (a) prior to their appointment; and
 - (b) at regular intervals; or
 - (c) at RMS's discretion.

- 16.2 Such offences will include, but will not be limited to, the types of offences that prohibit Employees from working with children under the *Child Protection (Working With Children) Act 2012* and the *Child Protection (Working With Children) Regulation 2013*.
- 16.3 RMS may only take action against a SCS with a criminal record where the offence is related to their employment as a SCS or the offence is not related to their employment but they have not informed RMS of their record. Such action may include summary dismissal.
- 16.4 SCSs must advise RMS of any charge or conviction against them that may affect their ability to carry out their duties. Failure to notify RMS of the charge or conviction may result in summary dismissal.

17. Safety Clothing and Equipment

- 17.1 SCSs will be provided with the following safety clothing and equipment:
- (a) Hat
 - (b) Safety Vest
 - (c) Rain Coat
 - (d) Rain Pants
 - (e) Sun Screen 30+
 - (f) Note Book and Pen
 - (g) Bum Bag
 - (h) Water Proof Cap
- 17.2 SCSs must use the safety clothing and equipment provided (and only the safety equipment provided) when on duty.

18. Anti-Discrimination

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

- (d) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

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."

19. Grievance Resolution and Dispute Settlement

19.1 Dispute Settlement Procedure

- (a) A dispute is a complaint or difficulty which affects one or more Employee(s). It may include a change in working conditions that is perceived to have a negative implication on Employees.
- (b) It is essential that management and the Unions consult on all issues of mutual interest and concern, not just issues considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the Unions is contrary to the intention of the following process.
- (d) This disputes procedure outlined at subclause 19.2 below shall apply to any dispute that arises with respect to the following:
 - (i) matters pertaining to the relationship between the Employer and Employees;
 - (ii) matters pertaining to the relationship between the Employer and the Union parties to this Award which pertain to the Award; and/or
 - (iii) the operation and application of this Award.

19.2 Dispute Settlement Process

Step One

In the first instance, any dispute which is local in nature, and which will not impact on other locations, will be dealt with at the local level by the Employee(s) and/or their Union representative raising the matter with the Employee's immediate supervisor. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Two

If the dispute remains unresolved following Step 1, the Employee(s) and/or their Union representative shall refer the matter to the Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Three

If the Dispute cannot be resolved through the procedure outlined in Steps 1-2, or if the Dispute involves matters other than local issues or matters involving the application/ interpretation of this Award, the

Employee or their representative may refer the dispute to the Principal Manager, Human Resources and Industrial Relations (or their representative) to attempt to achieve a resolution between the parties.

Step Four

If following Steps 1-3 the dispute remains unresolved, any relevant party may refer the matter to the NSW Industrial Relations Commission (IRC) for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by IRC.

19.3 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the next in sequence to accelerate resolution or for some other reason(s), or to agree to refer the dispute to the IRC for urgent resolution.

19.4 Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur.

19.5 The parties acknowledge that where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health and safety of any person, it may not be practical to follow the procedure in this clause in attempting to resolve the dispute; and that an urgent reference to the IRC may be required.

19.6 Grievance Procedure

(a) A grievance is a personal concern about work or the work environment for which Employees seek hearing or resolution.

(b) A grievance may, for example, relate to:

(i) allocation of work or development opportunities,

(ii) a perceived denial of an entitlement, or

(iii) suspected discrimination or harassment.

(c) RMS' grievance resolution policy and guidelines, as amended by RMS from time to time, are to be followed when a grievance arises.

(d) While the policy, guidelines and procedures are being followed, normal work is to continue.

19.7 Dispute relating to WHS issues

(a) The RMS and SCSs are committed to the Work Health and Safety Act 2011 and any other statutory requirements, at all times.

(b) When a WHS risk is identified or a genuine safety factor is the source of a dispute:

(i) SCSs have a duty to notify the RMS of the risk to the SCS Work Health and Safety Committee, and;

(ii) allow the RMS a reasonable amount of time to respond.

(iii) the RMS has a duty to address the issue identified; and

(iv) report on the issue within a reasonable timeframe.

(c) If a SCS notifies WorkCover without allowing the RMS a reasonable amount of time to respond to the issue, it is a breach of the legislative provisions.

(d) The RMS respects the rights of all SCSs to refuse to continue working due to a genuine safety issue.

- (e) The Unions and SCSs acknowledge that the creation of an industrial dispute over a WHS matter that is not legitimate is a breach of the legislative provisions under section 268 of the *Work Health and Safety Act 2011*.

20. Union Contributions

- 20.1 Where SCSs authorise RMS in writing to deduct Union fees from their wage, RMS will where practical, make the deduction and forward it to the Unions.
- 20.2 SCSs elected as job representatives, who have notified and have been accepted by RMS as accredited representatives of the Union(s) shall be allowed sufficient time during working hours to interview the supervisor, manager and/or the staff members who they represent on matters affecting staff.

21. Secure Employment

21.1 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.

21.2 Casual Conversion

- (a) A casual Employee engaged by a particular Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every Employer of such a casual Employee shall give the Employee notice in writing of the provisions of this sub-clause within four weeks of the Employee having attained such period of six months. However, the Employee retains his or her right of election under this subclause if the Employer fails to comply with this notice requirement.
- (c) Any casual Employee who has a right to elect under subclause 21.2(a), upon receiving notice under subclause 21.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the Employee, the Employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an Employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual Employee who does not, within four weeks of receiving written notice from the Employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual Employee has elected to become and been converted to a full-time Employee or a part-time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- (f) If a casual Employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 21.2(c), the Employer and Employee shall, in accordance with this paragraph, and subject to subclause 21.2(c), discuss and agree upon:

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

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

- (g) Following an agreement being reached pursuant to paragraph (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.

21.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another Employer for the purpose of such staff performing work or services for that other Employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another Employer to provide a specified service or services or to produce a specific outcome or result for that other Employer which might otherwise have been carried out by that other Employer's own Employees.
- (b) Any Employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (i) consult with Employees of the labour hire business and/or contract business regarding the workplace 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 21.3 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*.

21.4 Disputes Regarding the Application of this Clause

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

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

22. Code of Conduct and Ethics

- 22.1 RMS requires that all SCSs comply with the Code of Conduct and Ethics.

- 22.2 Where a disciplinary matter is alleged, suspected or known to have occurred, the SCS's manager is to take prompt action to:

- (a) Escalate the matter to senior management and/or the General Manager Human Resources as required

Conduct a fact-finding investigation, if and as required.

- 22.3 Interviews will be conducted to:

- (a) Present facts or alleged facts that could lead to disciplinary action being taken against the SCS(s)
- (b) Offer an opportunity for the SCS(s) to respond to the allegations or facts; and
- (c) Gather sufficient facts to enable a decision on whether disciplinary action is appropriate

- 22.4 Disciplinary action may be initiated when SCSs are involved in matters including but not limited to:

- (a) corrupt conduct;
- (b) misconduct;
- (c) negligence, inefficiency or incompetence in the discharge of duties, or
- (d) wilfully disobeying or disregarding any lawful request or direction given in the course of employment by any person having the authority to do so.

- 22.5 RMS Discipline Policy and Discipline Guidelines, should be observed when disciplinary matters arise.

- 22.6 RMS may suspend SCSs from duty with or without pay during disciplinary or criminal actions, as provided for under section 70 of the *Government Sector Employment Act 2013*.

- 22.7 As a result of a disciplinary breach being proven against SCSs, RMS may choose to impose any one or more of the following sanctions:

- (a) a reprimand and warning;
- (b) transfer;
- (c) suspension from duty;

- (d) termination of service.
- 22.8 If a disciplinary sanction is to be made against a SCS, details of this will be given in writing.
- 22.9 Except in the case of termination of services without notice, SCSs will be given seven calendar days to respond in writing to RMS regarding the sanction proposed or to provide any further relevant information.
- 22.10 Offers of resignation will not be accepted until approved by the Disciplinary Panel if SCSs are likely to be, or currently are the subject of disciplinary action, where the reason for the action is:
- (a) serious misconduct;
 - (b) misappropriation;
 - (c) fraud, or
 - (d) corrupt conduct.
- 22.11 RMS retains the right to refer a disciplinary matter to the relevant external body where RMS has reason to believe it is necessary. This may include but is not limited to:
- (a) the Police;
 - (b) the Independent Commission Against Corruption (ICAC);
 - (c) the Ombudsman;
 - (d) the Commission for Children and Young People
- 22.12 SCSs have the right to appeal any disciplinary action taken against you by RMS before the NSW Industrial Relations Commission.
- This clause:
- (a) does not remove RMS's right to summarily dismiss a SCS for gross misconduct or fraud, should the Chief Executive consider such action appropriate.
 - (b) must not be construed as requiring the taking of disciplinary proceedings in order that RMS may dispense with the services of an RMS officer or any other Employee of RMS.

23. Leave Reserved

- 23.1 Leave is reserved for the parties to review what is considered a 'reasonable distance' for the purposes of relocation during the life of the Award.

24. Local Arrangements

- 24.1 Local arrangements may be negotiated between RMS and relevant Unions in relation to any matter contained in this Award.
- 24.2 All local arrangements negotiated between RMS and the relevant Unions must:
- (a) be approved in writing by RMS;
 - (b) be approved in writing by the Secretary of the relevant Unions; and
 - (c) be contained in a formal document including, but not limited to, an agreement made under section 68D of the *Transport Administration Act 1988* (NSW).

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

25. No Extra Claims

- 25.1 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 2021 by a party to this Award.

26. Rates of Pay

Category Refer to clause 7, Payment of Wages for the calculation of rates	2.5% Operative from the first full pay period on or after 1 July 2019 (\$/hr)	2.5% Operative from the first full pay period on or after 1 July 2020 (\$/hr)
Base Rate (N)	23.5969	24.1869
Permanent SCSs (P)	22.1221	22.6752
Additional hours/training(A)	25.5634	26.2025
Casual SCSs (C)	28.3164	29.0243

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.