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INDUSTRIAL GAZETTE

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CROWN EMPLOYEES (AUDIT OFFICE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of employees

(Case No. 2018/72686)

Before Chief Commissioner Kite

22 May 2018

AWARD

Arrangement

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PART A

1. Title

This Award shall be known as Crown Employees' (Audit Office) Award 2018.

2. Definitions

"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.

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

"Auditor-General" refers to the person appointed to the position of Auditor-General as specified by the *Public Finance and Audit Act 1983*.

"Audit Office" means The Audit Office of New South Wales, a statutory authority established under the *Public Finance and Audit Act 1983*.

"Award" means this Award made in accordance with the *Industrial Relations Act 1996*.

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

"Business Unit Leader" means an employee whose responsibility is to lead a Business Unit of the Audit Office as determined by the Auditor-General.

"Casual Employee" means any employee engaged to carry out work: that is irregular or intermittent, or to be undertaken on a short-term basis in a part of the Audit Office with a flexible workload, or in a position for a short period pending the completion of the selection process for the position, or that is urgent work or to deal with an emergency.

"Classification" means a group of roles with common remuneration arrangements.

"Commission" means the New South Wales Industrial Relations Commission.

"Competency Zones" means the structure that will apply within each remuneration band for Audit Professional employees, Corporate Professional employees and Corporate Administration employees.

"Continuous Service" has the meaning given by the Auditor-General's Determination 1 dated 27 June 2013. Under this determination an employee's employment is continuous in relation to a period if an employee remains employed for the whole period and the employee is taken to remain employed by the employer for the whole of any period even if, during that period, the employee ceases to be employed by the employer on the grounds of retrenchment or reduction of work but is re-employed by the employer within the next 12 months.

"Contract hours" for the day for a full time employee, means one fifth of the full time ordinary working hours. For a part time employee, contract hours for the day means the hours usually worked on the day.

"Corporate Professional" means employees who are employed at Corporate Professional Levels A or B.

"Corporate Administrative" means employees who are employed at Corporate Administrative Levels 1 to 4

"Daily rate" or "Rate per day" means the rate payable for 24 hours, unless otherwise specified.

"Deputy Auditor-General" refers to the person appointed to the position of Deputy Auditor-General as specified by the *Public Finance and Audit Act 1983*.

"Employee" means a person permanently or temporarily employed either as a full time or part time employee, in any capacity under the provisions of this Award, and includes a person on probation.

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

"Extended leave" means extended (long service) leave to which an employee is entitled under the provisions of the Auditor-General's Determination 1 dated 27 June 2013.

"Full pay or half pay" means the employee's ordinary rate of pay or half the ordinary rate of pay respectively.

"Full-time employee" means an employee whose contract hours are equivalent to the full-time contract hours for the classification.

"Half day" means half the contract hours for the day.

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

"Manager" means the person immediately responsible for the area in which an employee is employed or any other employee authorised by the Business Unit Leader to fulfil that role.

"Market Benchmarking" means the regular independent process of reviewing remuneration levels for each classification against market information from similar levels in the relevant market.

"Normal work" means, for the purposes of Part A, clause 14, the work carried out in accordance with the employee's position or job description at the time the grievance or dispute was notified by the employee.

"On duty" means the time required to be worked for the Audit Office. For the purposes of Annexure 3, subclause 5.1, Trade Union Activities Regarded as On Duty, on duty means the time off with pay given by the Audit Office to the 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.

"On loan" means an arrangement between the Audit Office and the Association where an employee is given leave of absence from the workplace to take up employment with the employee's Association for a specified period of time during which the Association is required to reimburse the Audit Office for the employee's salary and associated on-costs.

"Ordinary hourly rate of pay" means the hourly equivalent of the annual rate of pay of the classification calculated using the formula set out in Annexure 3, subclause 2.1, Casual Employment.

"Overtime" is defined in Part A, subclause 10.3.

"Pay Points" means incremental remuneration levels within the Audit Professional Level A remuneration bands.

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

"Part-time employee" means an employee whose contract hours are less than the full-time hours.

"Percentile" means a point within a remuneration band expressed as a percentage of that band.

"Place of employment" means 1 Margaret Street, Sydney or at other locations, either on a temporary or permanent basis, to which the Audit Office's premises is relocated from time to time.

"Place of work" means any destination required for work purposes.

"Professional qualifications" means full membership of Chartered Accountants Australia and New Zealand or CPA Australia or, for Performance Audit employees, appropriate agreed equivalent qualifications.

"Public holiday" means a day proclaimed under the *Public Holidays Act 2010*, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 4 of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Recall to duty" means those occasions when an employee is directed to return to duty outside the employee's normal working hours.

"Relief employee" means a person 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.

"Remuneration" means Total Remuneration Package (TRP) which is expressed as the total of base pay, superannuation guarantee contribution and annual leave loading.

"Remuneration Assessment" means the process for determining remuneration levels for individual employees on a basis that fairly reflects their performance and contribution.

"Remuneration Band" means the range of remuneration between the minimum and maximum levels for a particular classification.

"Residence", in relation to an employee, means their ordinary and permanent place of abode.

"Role" means the title given to groups of employees having similar responsibilities and accountabilities.

"Role Responsibilities" means the list of responsibilities and accountabilities attributed to each role.

"Replacement role" means a role identified in Part A, subclause 5.6, as a Corporate Administrative role that, on the resignation or promotion of the employee filling that role at the date of registration of this Award, is replaced by an equivalent role governed by this Award.

"Seasonal employee" means a person employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by employees already employed by the Audit Office and which, because of their seasonal nature, do not justify employment of employees on a long-term basis.

"Secondment" means an arrangement agreed to by the Audit Office, the employee and another public service Department, a public sector organisation or a private sector organisation which enables the 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.

"Service" means continuous service for remuneration purposes.

"Standby" means an instruction given by the Business Unit Leader to an employee to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

"Study Time" means the time allowed off from normal duties on full pay to an employee who is studying for a professional qualification or for an approved post graduate qualification.

"Trade Union or Union" means a registered trade union, as defined in the *Industrial Relations Act 1996*.

"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.

"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 employees placed on loan to the Association for an agreed period of time.

"Undergraduate studies" means, as a minimum, a standard accounting degree recognised by Chartered Accountants Australia and New Zealand or CPA Australia, for acceptance into their student program for progression towards a professional qualification as defined by this Award.

"Workplace" means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the employee is employed.

"Workplace Management" means the Auditor-General or any other person authorised by the Auditor-General to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

3. Statement of Intent

The purpose of the Award is to provide a framework that allows the Audit Office to meet its specific business needs as well as the needs of its employees. It also enables those employees to be appropriately rewarded for their contribution and provides flexibility in their employment arrangements and conditions. The Award was developed using a co-operative and consultative approach to negotiations by the parties.

4. Parties

4.1 The parties to this Award are:

4.1.1 The Audit Office of New South Wales

4.1.2 Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales on behalf of the employees of The Audit Office of New South Wales.

5. Basis of Employment and Remuneration

5.1 Basis of Employment

5.1.1 The employment of Audit Office employees is subject to Section 33B of the *Public Finance and Audit Act* 1983. Consequently they are appointed at the discretion of the Auditor-General.

5.1.2 It is the intention of the parties to this Award that the Audit Office's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Audit Office prior to the initiation of any external recruitment. Appointment to a position at the Audit Office will involve a three month probationary period or such period as the Auditor-General directs. The probationary period applies to all employees.

5.1.3 Subject to Section 33B of the *Public Finance and Audit Act* 1983, the Auditor-General will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.

5.1.4 A temporary employee may be directly appointed to a permanent position if the employee has filled that position for two years on a temporary basis and was initially recruited under merit selection.

5.1.5 Resignation - two weeks' notice in writing is required unless the Audit Office agrees to a lesser period of notice.

5.1.6 Termination of employment- two weeks' notice shall be given to an employee, or, in lieu of notice, the Audit Office may grant payment in lieu.

5.2 Basis for Calculating Remuneration

The basis for calculating remuneration for employees is Total Remuneration Package ("TRP") which is the total of base pay, including leave loading and compulsory superannuation guarantee contributions.

For employees in defined benefit superannuation funds the superannuation guarantee contribution component will be deducted from the TRP to determine salary, and the current employer superannuation contribution requirements will continue to be made as required.

5.3 Broad Remuneration Bands

The remuneration band for each role as set out in Part B, Tables 1 and 2, is informed by relevant market factors (e.g. position at the 25th percentile of the Finance and Accounting Market or General Market) and organisational factors (such as relativities, role criticality and historical assessments).

5.4 Variations to Remuneration Bands

Variations to the Remuneration Bands are effective from the beginning of the first full pay period to commence on or after 1 July 2018 for a 2.5% increase.

5.5 Appointment and Progression

5.5.1 Auditors and Analysts will be placed at the relevant pay point in the relevant remuneration band in accordance with Annexure 1. Other employees may be appointed at any TRP within the relevant remuneration bands depending on their performance, experience, skills and qualifications.

When commencing a role at the Audit Office an employee will be placed within the relevant remuneration band for their role based on their previous experience, qualifications and performance as demonstrated during the recruitment process.

5.5.2 Progress within Audit Professional Level A is prescribed in Annexure 1.

5.6 Corporate Administrative Employees

5.6.1 Corporate Administrative employees are those, who at the time this Award is registered are employed, classified and graded for remuneration purposes in accordance with the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007.

5.6.2 Corporate Administrative employees will continue to be employed under the conditions set out in Part A, paragraph 5.6.1 until Part A, paragraph 5.6.3 occurs.

5.6.3 As each role classified and graded for remuneration purposes in accordance with the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 at the commencement of this Award falls vacant due to resignation or promotion, that role will be replaced with an equivalent role under this Award. This equivalent role is defined as a "replacement role".

5.6.4 Remuneration bands for the replacement roles are set out in Part B, Table 1.

6. 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 2019 by a party to this Award.

7. Annual Remuneration Assessment

The annual remuneration assessment for Audit Professionals Levels B and C, Corporate Professionals Levels A and B, Corporate Administrative Levels 1 to 4 is set out below.

7.1 General

7.1.1 Remuneration for these employees will be determined annually based on assessed contribution in accordance with the competency zones set out in Annexure 2.

- 7.1.2 Determinations resulting from the annual remuneration assessment will have the same effective date as the annual changes to the remuneration bands, i.e. effective first full pay period to commence in July each year. Remuneration determinations will be expressed in terms of a percentile of the relevant remuneration band and will be applied to the adjusted dollar range of the remuneration bands.
- 7.1.3 The remuneration of employees in these roles will at least be maintained at the same level at each annual remuneration assessment except where an employee's performance has been assessed as "unsatisfactory" and a formal process for managing unsatisfactory performance results in a recommendation to reduce remuneration.
- 7.1.4 Other than the exceptions described in Part A, paragraph 7.1.3, if an employee is assessed at a percentile lower than their current level and that would result in a reduction in remuneration, they will continue to be paid at the same dollar level until such time as the remuneration for their assessed percentile exceeds their remuneration in dollars through movement of the remuneration bands or the annual remuneration assessment process.
- 7.1.5 During an Annual Remuneration Assessment, remuneration will be reviewed, but will not necessarily be increased as a result of such review.
- 7.1.6 The remuneration assessment process will be conducted within business guidelines issued by the Audit Office from time to time.

7.2 Review of Assessment

If an employee has any concern with the outcome of their remuneration assessment, they may, in the first instance, discuss their concerns with their Manager. If that discussion does not resolve their concerns, they may then seek advice from the Executive Manager, Human Resources or a more senior member of the Audit Office executive. If, following those discussions, their concerns are not satisfied, they may initiate a formal process of review by written request to the Executive Manager, Human Resources. The formal process will include review by a panel. Where requested by a PSA member, an Association representative may be included on the panel. The panel will make recommendations for consideration by the Auditor-General.

8. Performance Management

The Performance Review and Development process is integral to and supports the annual remuneration assessment process. Full details of the Audit Office Performance Review and Development process are set out in a number of documents which are maintained and reviewed regularly by the Audit Office for appropriateness and ability to deliver organisation objectives. All process documents are freely available to employees on the Audit Office intranet.

9. Flexible Work Practices

All flexible work practices will be subject to approval, as set out in the relevant Audit Office policies and delegations manuals.

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. Employees and their managers must develop a strategy to ensure accumulated flex leave is monitored and forfeiture minimised.

9.1 Flexible Working Hours

- 9.1.1 The ordinary hours of work for full time employees are 35 hours per week ("Ordinary Working Hours"), Monday to Friday, worked flexibly to meet business needs. Exceptions to this standard arrangement must be mutually agreed, in writing between an employee and their manager.

- 9.1.2 Employees may be required to perform reasonable additional hours of work necessary, by mutual agreement, to meet the operational requirements of the Audit Office.
- 9.1.3 Employees must work a minimum of 3.5 consecutive hours (excluding meal breaks) by mutual agreement between the employee and their manager.
- 9.1.4 Attendance at work outside Ordinary Working Hours is subject to the needs of the Audit Office, approval by the employee's manager and the availability of work.
- 9.1.5 Flex Leave - all hours worked in excess of the employee's Ordinary Working Hours and not overtime can be accrued to be taken as flex-time. Accrued flex-time can be taken subject to approval by the employee's manager and in line with the needs of the business. The manager should consider the management of an employee's flex leave balance when considering approval.
- 9.1.6 Carry Over - accrued but untaken flex time will be forfeited on 31 December each year save for a maximum of 35 hours (pro-rata for part-time employees) carrying over to 1 January the following year.
- 9.1.7 At each month end, an employee must not have a flex-time balance below negative 10 hours. Where this occurs, the hours in excess must be converted to another type of leave, such as Recreation Leave or Leave Without Pay.
- 9.1.8 Accrued flex-time is not payable upon cessation of employment.
- 9.1.9 Meal breaks - there will be a minimum meal break of 30 minutes in every 5 hour period of continuous work. There is no maximum period for a meal break. Employees should consult with their manager in the taking of meal breaks where required.

9.2 Other Flexible Work Practices

Flexible work practices available to employees, subject to approval are:

- 9.2.1 Working weekends and public holidays at the employee's request will be compensated with time off during the week on an hour for hour basis (not at overtime rates).
- 9.2.2 Compressed working week or working fortnight arrangements. Such arrangements would include 35 hours in 4 days (average 8.75 hours per day) or 70 hours in 9 days (average 7.77 hours per day).
- 9.2.3 Term Working for specific periods during the year (not restricted to school terms). Remuneration will be averaged (annualised over the full period) so that the employee is paid the same amount every fortnight throughout the year.
- 9.2.4 Deferred Remuneration. For instance, an employee who works for 4 years and takes the 5th year off will receive the deferred portion of their first 4 years annual remuneration in the 5th year.
- 9.2.5 Working from home on a temporary or ad hoc basis for a maximum of 12 days per annum. Permanent or longer term working from home arrangements will be subject to the Business Unit Leader's approval and meeting work health & safety requirements.
- 9.2.6 Job share and part time work.
- 9.2.7 Leave without pay. Such requests will be considered on a case-by-case basis.
- 9.2.8 Career Break Scheme for up to 2 years maximum.

10. Overtime

- 10.1 Employees may be directed to work overtime, but this must be pre-approved as delegated by the Auditor-General.
- 10.2 An employee may be directed by the Audit Office to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where to do so would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - 10.2.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements
 - 10.2.2 Any risk to an employee's health and safety
 - 10.2.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the Audit Office and the effect on client services
 - 10.2.4 The notice (if any) given by the Audit Office regarding the working of the overtime, and by the employee of their intention to refuse overtime or
 - 10.2.5 Any other relevant matter.
- 10.3 Overtime will apply when employees are directed to work:
 - 10.3.1 More than 8 hours on a working day, or
 - 10.3.2 Before 7.30am or beyond 7pm on a working day, or
 - 10.3.3 On a weekend or public holiday.
- 10.4 All overtime will be credited as time in lieu as follows:
 - 10.4.1 In the case of Audit Professional Levels A and B, Corporate Professional Level A, and Corporate Administrative Levels 1 to 4, in accordance with the rate set out in 10.8 and the overtime conditions set out from time to time in Annexure 3.
 - 10.4.2 For employees above those levels, at the rate of time and one half.
- 10.5 Time in lieu of overtime must be taken within 3 months of accrual as a general rule. Any request to extend the time limit must be made prior to the three month period expiring.
- 10.6 Cash payment for overtime credited as time in lieu may be made at the discretion of the Audit Office where circumstances warrant. Business Unit Leader approval is required.
- 10.7 Payment for overtime credited as time in lieu will be calculated as remuneration less the 9.5% superannuation component. At all remuneration levels the rate for calculating payments will be capped at the 45th percentile of the remuneration band for the Audit Professional Level B classification less the 9.5% superannuation component.
- 10.8 Rates - Overtime shall be paid at the following rates:
 - 10.8.1 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 hours specified in subclause 10.3.
 - 10.8.2 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

10.8.3 Sundays - all overtime worked on a Sunday at the rate of double time

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

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

10.10 Rest Periods

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

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

11. Travel Time and Expenses

11.1 Excess Travel Time

Time spent travelling to and from home and 'place of work' above the time it would normally take to travel to and from home and 'place of employment', in a 5 day working week exceeding 2.5 hours (pro-rata for part-time employees), will be deemed to be excess travel and may be treated as working hours. When travel is required on a weekend or public holiday, time spent in transit will be classed as flexible working hours.

11.2 Travel Expenses

The Audit Office will reimburse employees for expenses incurred in travel to and from "place of work" to the extent that those expenses exceed their usual cost of travel by public transport between home and their "place of employment".

11.3 Country Travel

Country Travel, where overnight accommodation is approved, shall be paid in accordance with the rates as set out from time to time in Annexure 3.

12. Study Support

12.1 The Audit Office is committed to providing study support for employees undertaking tertiary courses, postgraduate degrees and professional qualifications relevant to its business.

12.2 The granting of all study support is discretionary.

12.3 The Audit Office is also committed to providing specific study support programs for school leavers to complete an initial degree in accounting and those entering at graduate level to complete professional qualifications with Chartered Accountants Australia and New Zealand or CPA Australia.

12.4 Details of support offered are set out in a number of Audit Office policy documents available on the Audit Office intranet.

13. Anti-Discrimination

13.1 It is the intention of the parties bound by this Award to achieve the objectives set out in Section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 13.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in 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 this Award that, by its terms or operation, has a direct or indirect discriminatory effect.
- 13.3 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.
- 13.4 Nothing in this clause is to be taken to affect:
- 13.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation
- 13.4.2 Offering or providing junior rates of remuneration to persons under 21 years of age
- 13.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
- 13.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 13.5 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.
- 13.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

14. Industrial Dispute Settlement Procedure

- 14.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required.
- 14.2 An employee is required to notify their immediate manager in writing, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 14.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, directly to the Auditor-General or delegate.
- 14.4 The immediate manager, or the person notified, shall convene a meeting in order to resolve the grievance, dispute or difficulty as soon as practicable, of the matter being brought to attention.
- 14.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management to resolve the matter. This manager shall respond as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Auditor-General.
- 14.6 If the matter remains unresolved, the Auditor-General shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 14.7 An employee, at any stage, may request representation by their Association.
- 14.8 The employee or the Association on their behalf or the Auditor-General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- 14.9 The employee, the Association and the Audit Office shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 14.10 Whilst the procedures outlined in subclauses 14.1 to 14.10 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. In a case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

15. Deduction of Association Membership Fees

- 15.1 The Association shall provide the Audit Office with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 15.2 The Association shall advise the Audit Office of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 15.3 Subject to subclauses 15.1 and 15.2 above, the Audit Office shall deduct Association fortnightly membership fees from the remuneration of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Audit Office to make such deductions.
- 15.4 Monies so deducted from employee's remuneration shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- 15.5 Unless other arrangements are agreed to by the Audit Office and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 15.6 Where an employee has already authorised the deduction of Association membership fees from his or her remuneration prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation for such deductions to continue.

16. Secure Employment

16.1 Objective of this Clause

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

16.2 Casual Conversion

16.2.1 A casual employee engaged by the Audit Office 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.

16.2.2 The Audit Office shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

16.2.3 Any casual employee who has a right to elect under paragraph 16.2.1, upon receiving notice under paragraph 16.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Audit Office 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 Audit Office shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Audit Office 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.

16.2.4 Any casual employee who does not, within four weeks of receiving written notice from the Audit Office, 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.

16.2.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Audit Office.

16.2.6 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 16.2.3, the Audit Office and employee shall, in accordance with this subclause, and subject to paragraph 16.2.3, discuss and agree upon:

16.2.6.1 whether the employee will convert to full-time or part-time employment, and

16.2.6.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award 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 Audit Office and the employee.

16.2.7 Following an agreement being reached pursuant to paragraph 16.2.6, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

16.3 Work Health and Safety

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

16.3.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

16.3.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that

other employer which might otherwise have been carried out by that other employer's own employees.

16.3.2 Where the Audit Office engages a labour hire business and/or a contract business to perform work wholly or partially on its premises it shall do the following (either directly, or through the agency of the labour hire or contract business):

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

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

16.3.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to Audit Office employees, and

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

16.3.3 Nothing in this subclause 16.3 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*.

16.4 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 Grievance and Dispute Settling Procedures set out in Part A, clause 14 of this Award.

16.5 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 Australian National Training Authority Ministerial Council.

17. Area, Incidence and Duration

17.1 The purpose of this Award is to partially regulate the terms and conditions of employment of employees appointed to positions covered by the classifications in Part B, Table 1.

17.2 Other terms and conditions, except as provided for within this Award, shall be those set out in Annexure 3, Audit Office Conditions of Employment.

17.3 The terms and conditions provided for within this Award take precedence over Audit Office published policies.

17.4 If, during the currency of this Award, the Crown Employees' (Public Service Conditions of Employment) Reviewed Award 2009, is amended or varied, a meeting of the Audit Office Award Negotiation Committee will take place to review, discuss and make recommendations to the Auditor-General and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, about whether those amendments and variations should be adopted as an amendment or variation to Annexure 3. The meeting, its composition, negotiations and decision making process, will be governed by its Charter dated January 2016 or subsequent versions of that Charter amended with the approval of the Award Negotiation Committee.

- 17.5 This Award rescinds and replaces the Crown Employees (Audit Office) Award 2017 published 18 August 2017 (381 I.G. 351). It shall commence on 1 July 2018 and has a nominal expiry date of 30 June 2019.

PART B

Table 1 - Classifications and Remuneration Bands

Classifications	1 July 2018 to 30 June 2019	
	\$	\$
Audit Professional Level A	40,202	103,160
Audit Professional Level B	97,092	144,692
Audit Professional Level C	136,537	191,788
Corporate Professional Level A	97,566	136,757
Corporate Professional Level B	117,381	181,825
Corporate Administrative Level 1	45,218	56,685
Corporate Administrative Level 2	54,262	68,401
Corporate Administrative Level 3	65,344	83,559
Corporate Administrative Level 4	79,738	101,011

Table 2 - Audit Professional Level A Pay Points

	1 July 2018 to 30 June 2019				
	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4	Pay Point 5
	\$	\$	\$	\$	\$
Level 1	40,202	43,386	48,546	56,132	-
Level 2	62,199	67,507	-	-	-
Level 3	72,818	78,886	84,955	-	-
Level 4	87,989	92,540	97,092	100,123	103,160

Auditors who are full members of CAANZ or CPAA are entitled to additional remuneration of \$1,000 per annum. Analysts are entitled to additional remuneration of \$1000 per annum for their first post graduate qualification. Annexure 1

ANNEXURE 1

Progression within Audit Professional Level A

Pay Point	Level 1 (A1)	Level 2 (A2)	Level 3 (A3)	Level 4 (A4)
P1	School leavers commence	<p>Graduates commence</p> <p>School leaver - to move to A2 pay point 1 an Employee must have met the required Performance, Development and People & Culture objectives in their</p>	<p>To move to A3 pay point 1 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only)</p>	<p>To move to A4 pay point 1 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only)</p>
		<p>Performance Agreement and (for Auditors only) successfully completed at least eight university subjects.</p>	<p>Graduate - successfully completed at least one CA/CPA subject. School leaver - successfully completed at least 16 university subjects.</p>	<p>Graduate - successfully completed at least three CA/CPA subjects. School leaver - successfully completed their university qualification.</p>
P2	<p>To move to A1 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) successfully completed four university subjects.</p>	<p>To move to A2 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - enrolled into CAANZ/CPAA. School leaver - successfully completed at least 12 university subjects.</p>	<p>To move to A3 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least two CA/CPA subjects. School leaver - successfully completed at least 20 university subjects.</p>	<p>To move to A4 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least four CA/CPA subjects. School leaver - successfully completed at least two CA/CPA subjects.</p>
P3	N/A	N/A	<p>To move to A3 pay point 3 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least two CA/CPA subjects. School leaver - successfully completed at least 20 subjects.</p>	<p>To move to A4 pay point 3 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully been admitted to CAANZ/CPAA . School leaver - successfully completed at least four CA/CPA subjects.</p>

P4	N/A	N/A	N/A	To move to A4 pay point 4 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and met the focus capabilities for Senior Auditor/Analyst and (for Auditors only) School leaver - successfully been admitted to CAANZ/CPAA
P5	N/A	N/A	N/A	To move to A4 pay point 5 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and met all of the capabilities for Senior Auditor/Analyst.

ANNEXURE 2

Remuneration Competency Zones, Competency Zone Guidelines and Definitions for Remuneration Levels

Remuneration Competency Zones

Title	Zone	% of Range
Expert/Role Model	Zone 5	86-100
Superior Role Performance	Zone 4	66-85
Competent Role Performance	Zone 3	26-65
Developing Skills	Zone 2	11-25
Entry Level	Zone 1	0-10

Competency zones are expressed in percentiles of the remuneration band.

Remuneration Competency Zone Definitions

Zone	Title	Description
5	Expert/Role Model	Highly capable, consistently outstanding performance, Highly experienced. Acts independently. Role model and advisor to peers, exceptional leadership qualities displayed. Highly promotable - working beyond position building requirements. Plays a leadership role in enhancing and commitment to the Audit Office values and culture internally and externally.
4	Superior Role Performance	Capable in all respects. Required additional training and qualifications completed. Highly developed skills and experience, critical to the business. Consistently superior performance. Meets unusual challenges and demands. Acts independently. May be ready for promotion. Role model and advisor to peers. Provides technical and other advice to less experienced peers.

		Proactive contribution to the development of Audit Office values internally and externally.
3	Competent Role Performance	Required competencies possessed and demonstrated. Fully qualified and capable of undertaking the role. Has experience in role. Capable of independently performing role responsibilities. Consistently meets performance requirements. Well developed technical skills. Role model and advisor to peers. Consistent supporter of the Audit Office values internally and externally.
2	Developing Skills	Key competencies developed and demonstrated but noticeable gaps in competencies. Performance and experience adequate but capable of improvement i.e. there are noticeable performance limitations. Not yet independently performing role responsibilities. Capacity exists for improvement to better support Audit Office values.
1	Entry Level	Recent appointee. Learning to perform role responsibilities - inexperienced or unproven. Meets qualification requirements only. Promotion not an option. Independently performing role responsibilities. Personal behaviour and communications not yet consistent with Audit Office values.

Remuneration Competency Zone Guidelines

Performance is about how an employee actually fulfils expectations for the role over the year, and relates less to expectations of their ability to deliver.

Indicators are:

1. Consistency - is the level of performance consistent across the role responsibilities, or are there gaps or variations in the level of performance?
2. Sustained performance - Is the level of performance consistent over time (this is a longer term view of performance)?
3. Achievement of all aspects of the role responsibilities - how do they deliver against all of the defined role attributes, and are they actively seeking to improve in areas where delivery is not meeting expectations?
4. What differentiates one employee from another, such as their drive, desire and success in delivering outcomes; this needs to take account of variations in ability to deliver, which may be experience or development related.

Capability is essentially the "ability to do". It is an assessment of how well the employee can handle the needs of the job.

In determining levels of capability, the following are considered:

1. The depth and breadth of capability required to keep the job on track (time and budget) and delivering quality outcomes.
2. What the employee is doing to maintain or improve themselves.
3. The skills and behaviours of the employee as they relate to the job itself.
4. The level of capability that the employee has developed and attempts to bring to the role, irrespective of whether the role itself presents opportunities to use the full range of skills and behaviours

Experience isn't simply the length of time someone has been doing a job. This can be a factor in determining whether an employee has had broad enough exposure to a range of responsibilities and activities, but it's more the extent the employee has experienced and dealt-with the complexities of this position. It's important to consider:

1. The range of jobs; size, complexity, and scope of projects and audits; project management of multiple or complex audits; breadth and depth of jobs managed; range of industry experience and specialised industry knowledge.
2. Achievement of role responsibilities and reaching expected outcomes, anticipating and managing risks, conflicts, competing demands, impediments, and changes.
3. Demonstrating the competencies of the role for their level of expertise, or even showing levels of proficiency beyond the role.
4. Experience-seeking - do they proactively seek activities or projects that will help them broaden their experience?

Promotability encompasses indicators of the employee's ability to step up to the next level of challenge, in both attitude and capability. The extent to which they can demonstrate their ability to "step up" to the next level may depend on the opportunities given to them by their manager, so it's important to think about delegation and development in advance.

In determining promotability, the following are considered:

1. The employee's capability and willingness to take on more responsibility than they currently have - do they welcome challenges? Can they adapt to changing situations? Are they prepared to make decisions?
2. The extent to which the employee is a self-starter who consistently seeks greater challenges.
3. The extent to which the employee pursues learning and development activities - are they constantly trying new processes and tools, and taking ownership of their own development?
4. Are they accountable for their own ideas and activities, and confident in their own decision-making?
5. The extent to which the employee challenges ways of doing things and develops new approaches

Ability to work independently relates closely to an employee's ability to learn and grow, and to take responsibility for his or her own deliverables. It's essential that managers can trust employees, and not have to check or guide them through the same issues time and again.

In determining the employee's level of independence, the following will be considered:

1. The level at which an employee needs to be monitored, guided, and directed - this has to be weighed against their desire to learn and grow, and needs to reflect whether the guidance is regularly covering the same ground, and the level of respect shown for the Manager's priorities.
2. The extent to which the manager and employee agree tasks and deadlines up front, and whether the employee subsequently meets or manages in a way that keeps the manager well-informed.
3. The extent to which the employee learns new skills or learns from experience.

Role model and advisor to peers goes beyond aspects of technical excellence; it encompasses all key aspects of the role, and reflects more on the employee's maturity and engagement, to the extent their attitude and abilities set examples for others.

In determining to what extent an employee acts as a role model, the following will be considered:

1. The influence the employee has over peers - for expertise, situational knowledge, approachability, mentorship (formal or informal), attitude, etc.
2. The extent to which peers seek and value specific advice or more general coaching.
3. The extent of the employee's external profile, if working in a capacity where this is required.

4. The employee's profile within the Office.
5. What would clients say about this employee's level of professionalism, service, and work ethic.

ANNEXURE 3

AUDIT OFFICE CONDITIONS OF EMPLOYMENT

PART 1

1 FRAMEWORK

- 1.1 Work Environment
- 1.2 Work Health and Safety
- 1.3 Equality in employment
- 1.4 Harassment-free Workplace

2 ATTENDANCE/HOURS OF WORK

- 2.1 Casual Employment
- 2.2 Part-Time Employment
- 2.3 Natural Emergencies and Major Transport Disruptions
- 2.4 Public Holidays
- 2.5 Lactation Breaks

3 TRAVEL ARRANGEMENTS

- 3.1 Travelling Compensation
- 3.2 Meal and Incidental Expenses
- 3.3 Travelling Distance

4 ALLOWANCES AND OTHER MATTERS

- 4.1 Allowance Payable for Use of Private Motor Vehicle
- 4.2 Damage to Private Motor Vehicle Used for Work
- 4.3 Overseas Travel
- 4.4 Compensation for Damage to or Loss of Employees' Personal Property
- 4.5 First Aid Allowance

5 UNION CONSULTATION, ACCESS AND ACTIVITIES

- 5.1 Trade Union Activities Regarded as On Duty
- 5.2 Trade Union Activities Regarded as Special Leave
- 5.3 Trade Union Training Courses
- 5.4 Conditions Applying to On Loan Arrangements
- 5.5 Period of Notice for Trade Union Activities
- 5.6 Access to Facilities by Trade Union Delegates
- 5.7 Responsibilities of the Trade Union Delegate
- 5.8 Responsibilities of the Trade Union
- 5.9 Responsibilities of Workplace Management
- 5.10 Right of Entry Provisions
- 5.11 Travelling and Other Costs of Trade Union Delegates

- 5.12 Industrial Action
- 5.13 Consultation and Technological Change

6 LEAVE

- 6.1 Leave - General Provisions
- 6.2 Absence from Work
- 6.3 Applying for Leave
- 6.4 Extended Leave
- 6.5 Personal Leave
- 6.6 Personal Leave - Requirements for Evidence
- 6.7 Leave Without Pay
- 6.8 Military Leave
- 6.9 Observance of Essential Religious or Cultural Obligations
- 6.10 Parental Leave
- 6.11 Purchased Leave
- 6.12 Recreation Leave
- 6.13 Special Leave

7 TRAINING AND PROFESSIONAL DEVELOPMENT

- 7.1 Staff Development and Training Activities

8 OVERTIME

- 8.1 Recall to Duty
- 8.2 On-Call (Stand-By) and On-Call Allowance
- 8.3 Overtime Meal Breaks
- 8.4 Overtime Meal Allowances
- 8.5 Provision of Transport in Conjunction with Working of Overtime

9 - MISCELLANEOUS

- 9.1 Existing Entitlements

PART 2

MONETARY RATES

Table 1 - Allowances

PART 1

1. Framework

- 1.1 Work Environment
- 1.2 Work Health and Safety

The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces in the Audit Office by:

- 1.2.1 the development of policies and guidelines for the Audit Office on Work Health, Safety and Rehabilitation

- 1.2.2 assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011* by establishing agreed Work Health and Safety consultative arrangements in the Audit Office to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within the Audit Office to achieve these objectives
- 1.2.3 identifying training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness
- 1.2.4 developing strategies to assist the rehabilitation of injured employees
- 1.2.5 directly involving the appropriate Business Unit Leader in the provisions of subclauses 1.2.1 to 1.2.4 inclusive of this subclause.

1.3 Equality in Employment

The Audit Office is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.

1.4 Harassment-free Workplace

Harassment on the grounds of sex, race, marital or domestic status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and employees of the Audit Office are required to refrain from, or being party to, any form of harassment in the workplace.

2. Attendance/Hours of Work

2.1 Casual Employment

Application - This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.

2.1.1 Hours of Work

- 2.1.1.1 A casual employee is engaged and paid on an hourly basis.
- 2.1.1.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
- 2.1.1.3 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 another award or local agreement, covering the particular class of work or are required by the usual work pattern of the position.

2.1.2 Rate of Pay

- 2.1.2.1 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.
- 2.1.2.2 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.

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

2.1.2.4 The loadings specified in subparagraph 2.1.2.2 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.

2.1.3 Overtime

2.1.3.1 Casual employees shall be paid overtime for work performed:

- a) in excess of 9 consecutive hours (excluding meal breaks), or
- b) in accordance with Part A, subclause 10.3 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.

2.1.3.2 Overtime rates will be paid in accordance with the rates set in Part A, clause 10.

2.1.3.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subparagraph 2.1.2.2 of this paragraph.

2.1.3.4 The loading in lieu of annual leave as set out in subparagraph 2.1.2.3 of this paragraph is not included in the hourly rate for the calculation of overtime payments for casual employees.

2.1.4 Leave

2.1.4.1 Other than as described under paragraphs 2.1.4, 2.1.5 and 2.1.6 of this subclause, casual employees are not entitled to any other paid or unpaid leave.

2.1.4.2 As set out in subparagraph 2.1.2.3 of this paragraph, casual employees will be paid 1/12th in lieu of annual leave.

2.1.4.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the Auditor-General's Determination 1 dated 27 June 2013.

2.1.4.4 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 1996* (NSW).

- a) The Auditor-General must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - i. the employee or employee's spouse is pregnant; or
 - ii. the employee is or has been immediately absent on parental leave.

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

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

2.1.5 Personal Carers entitlement for casual employees

2.1.5.1 Casual employees are entitled to unpaid personal leave to care for a Family Member who is ill and requires care. This entitlement is subject to the evidentiary requirements set out in subparagraph 2.1.5.4, and the notice requirements set out in subparagraph 2.1.5.6 of this paragraph.

2.1.5.2 The Audit Office and the casual employee shall agree on the period for which the employee will be absent from work. In the absence of agreement, the employee is entitled to be absent from 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.

2.1.5.3 The Auditor-General should re-engage a casual employee who has 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.

2.1.5.4 The casual employee shall, if required,

a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned 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.

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

2.1.5.6 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 that they will be absent from work. 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.

2.1.6 Bereavement entitlements for casual employees

2.1.6.1 Casual employees are entitled to be absent from work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

2.1.6.2 The Audit Office and the casual employee shall agree on the period for which the employee will be entitled to be absent from work. In the absence of agreement, the employee is entitled to be absent from 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.

2.1.6.3 The Auditor-General 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.

2.1.6.4 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 that they will be absent from work. 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.

2.1.7 Application of other clauses of this Award to casual employees

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

- a) Natural Emergencies and Major Transport Disruptions
- b) Public Holidays
- c) relating to Trade Union activities
- d) Travelling and other costs of Trade Union Delegates
- e) Leave - General Provisions
- f) relating to the various Leave provisions
- g) relating to Recall to Duty, On-Call and Stand-by Arrangements

2.2 Part-Time Employment

2.2.1 General

2.2.1.1 This clause shall only apply to part-time employees

2.2.1.2 Part-time work may be undertaken with the agreement of the relevant business unit leader. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

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

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

2.2.1.5 Before commencing part-time work, the Audit Office and the employee must agree upon:

- a) the hours to be worked by the employee, the days upon which they will be worked, commencing and ceasing times for the work;
- b) the classification applying to the work to be performed.

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

2.2.1.7 Incremental progression for part-time employees is the same as for full time employees, that is, part-time employees receive an increment annually.

2.2.2 Additional hours

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

- a) be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of recreation leave, or
- b) if working under a Flexible Working Hours scheme under Part A, clause 9, have the time worked credited as flex time.

2.2.2.2 For time worked in excess of the full-time hours of the classification, or outside the hours specified in Part A, subclause 10.3, payment shall be made at the appropriate overtime rate in accordance with Part A subclause 10.8, Rate of Payment for Overtime of this Annexure.

2.3 Natural Emergencies and Major Transport Disruptions

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

- 2.3.1.1 apply to vary the working hours, and/or
- 2.3.1.2 negotiate an alternative working location with the Audit Office, and/or
- 2.3.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

2.4 Public Holidays

Employees are entitled to statutory/gazetted public holidays and any other day recognised by the Auditor-General as a public holiday.

2.5 Lactation Breaks

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

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

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

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

2.5.5 The Audit Office shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

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

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

2.5.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise personal leave in accordance with Annexure 3 subclause 6.5, Personal Leave, or access to the flexible working hours scheme provided in Part A, subclause 9.1, Flexible Work Practices, where applicable.

3. Travel Arrangements

3.1 Travelling Compensation

3.1.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their place of employment shall be met by the Audit Office, subject to Part A, clause 11.

3.1.2 The Audit Office shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.

3.1.3 The Audit Office will pay the accommodation directly. Where practicable, employees shall obtain prior approval if required to make their own arrangements for overnight accommodation.

3.2 Meal and Incidental Expenses

Meal and incidental allowances will be paid to the employee in advance per the relevant NSW Treasury Circular as issued from time to time.

An employee who is authorised by the Audit Office to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Annexure 3, Part 2, Monetary Rates for:

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

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

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

3.3 Travelling Distance

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

4. Allowances and Other Matters

4.1 Allowance Payable for Use of Private Motor Vehicle

4.1.1 The Audit Office may authorise an employee to use a private motor vehicle for work where:

4.1.1.1 such use will result in greater efficiency or involve the Audit Office in less expense than if travel were undertaken by other means, or

4.1.1.2 where the employee is unable to use other means of transport due to a disability.

4.1.2 An employee who, with the approval of the Audit Office, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Annexure 3, Part 2, 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 subparagraph 4.1.4.1 of this paragraph.

4.1.3 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.

4.1.3.1 The casual rate is payable if an employee elects, with the approval of the Audit Office, 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.

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

4.1.4 Deduction from allowance

4.1.4.1 Except as otherwise specified in this Award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and place of employment, as defined in Part A, clause 11, 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.

4.1.4.2 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 place of employment 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 subclause is exclusive of, and not in addition to, days referred to in sections (a), (b) and (c) of this subparagraph.

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

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

4.2 Damage to Private Motor Vehicle Used for Work

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

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

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

4.2.2 Provided the damage is not the fault of the employee, the Audit Office shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:

4.2.2.1 The damage was sustained on approved work activities; and

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

4.3 Overseas Travel

Unless the Auditor-General determines that an employee shall be paid travelling rates especially determined for the occasion, an employee required by the Audit Office to travel overseas on official business shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Treasury Circular as issued from time to time.

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

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

4.4.2 If a claim under paragraph 4.4.1 of this subclause is rejected by the insurer, the Auditor-General may compensate an employee for the damage to or loss of personal property, if such damage or loss:

4.4.2.1 Is due to the negligence of the Audit Office, another employee, or both, in the performance of their duties, or

4.4.2.2 Is caused by a defect in an employee's material or equipment, or

4.4.2.3 Results from an employee's protection of or attempt to protect Audit Office property from loss or damage.

4.4.3 Compensation in terms of paragraph 4.4.2 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 Auditor-General 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.

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

4.4.5 Compensation for the damage sustained shall be made by the Audit Office 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.

4.5 First Aid Allowance

4.5.1 An employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such employee as specified in the relevant Treasury Circular as issued from time to time.

4.5.2 The First Aid Allowance - Basic Qualifications rate will apply to an employee appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.

- 4.5.3 The Holders of current Occupational First Aid Certificate Allowance rate, will apply to an employee appointed as a First Aid Officer who:
- 4.5.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more employees (100 for construction sites), and
 - 4.5.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 4.5.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 4.5.5 When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 4.5.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet Audit Office needs, and the cost of retraining First Aid Officers, are to be met by the Audit Office.

5. Union Consultation, Access and Activities

5.1 On Duty

- 5.1.1 An Association delegate will be released from the performance of normal Audit Office duty when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:
- 5.1.1.1 Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*
 - 5.1.1.2 Attendance at meetings with workplace management or workplace management representatives;
 - 5.1.1.3 A reasonable period of preparation time, before -
 - a) meetings with management;
 - b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - c) any other meeting with management,by agreement with management, where operational requirements allow the taking of such time;
 - 5.1.1.4 Giving evidence in court on behalf of the employer;
 - 5.1.1.5 Presenting information on the Association and Association activities at induction sessions for new staff of the Audit Office; and
 - 5.1.1.6 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.

5.2 Trade Union Activities Regarded as Special Leave

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

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

- 5.2.1.1 Annual or biennial conferences of the Association;
- 5.2.1.2 Meetings of the Association's Executive, Committee of Management or Councils;
- 5.2.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 5.2.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- 5.2.1.5 Attendance at meetings called by the Auditor-General, as the employer for industrial purposes, as and when required;
- 5.2.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
- 5.2.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of Annexure 3, subclauses 5.1, 5.2 and 5.3 apply.

5.3 Trade Union Training Courses

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

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

5.4 Conditions Applying to on Loan Arrangements

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

- 5.4.1.1 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.
- 5.4.1.2 Briefing counsel on behalf of the Association;
- 5.4.1.3 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;
- 5.4.1.4 Country tours undertaken by a member of the executive or Council of the Association;
- 5.4.1.5 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.
- 5.4.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when an employee is placed "on loan" to the Association:-
- a) The Audit Office will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
 - b) The Audit Office will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
 - c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Audit Office and the Association.
- 5.4.1.7 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.
- 5.4.1.8 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 Audit Office in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- 5.4.1.9 Where the Audit Office and the Association cannot agree on the on loan arrangement, the matter is to be referred to the DPE for determination after consultation with the Auditor-General and the Association.

5.5 Period of Notice for Trade Union Activities

The Audit Office 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.

5.6 Access to Facilities by Trade Union Delegates

5.6.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Access to Facilities by Trade Union Delegates Association activities:

- 5.6.1.1 Telephone, facsimile and, where available, E-mail facilities;
- 5.6.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;

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

5.7 Responsibilities of the Trade Union Delegate

5.7.1 Responsibilities of the Association delegate are to:

- 5.7.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- 5.7.1.2 Participate in the workplace consultative processes, as appropriate;
- 5.7.1.3 Follow the dispute settling procedure applicable in the workplace;
- 5.7.1.4 Provide sufficient notice to the immediate manager of any proposed absence on authorised Association business;
- 5.7.1.5 Account for all time spent on authorised Association business;
- 5.7.1.6 When special leave is required, to apply for special leave in advance;
- 5.7.1.7 Distribute Association literature/membership forms, under arrangements negotiated between the Audit Office and the Association; and
- 5.7.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

5.8 Responsibilities of the Trade Union

5.8.1 Responsibilities of the Association are to:

- 5.8.1.1 Provide written advice to the Audit Office 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;
- 5.8.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subparagraph 5.9.1.3 of Annexure 3, subclause 5.9, Responsibilities of Workplace Management of this Award;
- 5.8.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- 5.8.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- 5.8.1.5 Apply to the Audit Office well in advance of any proposed extension to the "on loan" arrangement;
- 5.8.1.6 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
- 5.8.1.7 Advise the Audit Office of any leave taken by the Association delegate during the on loan arrangement.

5.9 Responsibilities of Workplace Management

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

- 5.9.1.1 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;
- 5.9.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Association to arrange representation at the session;
- 5.9.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 5.9.1.4 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;
- 5.9.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 5.9.1.6 Where an Association activity provided under this clause needs to be undertaken during an approved period of flexi leave, to apply the provisions of subparagraph 5.9.1.5 of this clause;
- 5.9.1.7 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;
- 5.9.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 5.9.1.9 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.

5.10 Right of Entry Provisions

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

5.11 Travelling and Other Costs of Trade Union Delegates

5.11.1 Except as specified in subparagraph 5.9.1.3 of Annexure 3, subclause 5.9, 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.

5.11.2 In respect of meetings called by the workplace management in terms of subparagraph 5.9.1.3 of subclause 5.9, 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 subclauses 3.1, Travelling Compensation, 3.2, Meal Expenses on One-Day Journeys, or 3.3, Restrictions on Payment of Travelling Allowances of this Annexure.

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

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

5.12 Industrial Action

5.12.1 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 Part A, clause 14, Industrial Dispute Settlement Procedure).

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

5.13 Consultation and Technological Change

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

5.13.2 The Audit Office shall consult with the Association prior to the introduction of any technological change.

6. Leave

6.1 Leave - General Provisions

6.1.1 The leave provisions contained in this Award apply to all employees.

6.1.2 Part-time employees covered by this Award will receive the paid leave provisions of this agreement on a pro rata basis, calculated according to the number of Ordinary Working Hours per week.

6.1.3 The Auditor-General may direct employees to take excess recreation leave, flex leave and personal leave.

6.1.4 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.

6.2 Absence from Work

6.2.1 An employee must not be absent from work without reasonable cause.

6.2.2 Where an employee is to be absent from work because of illness or other emergency, the employee must notify, or arrange for another person to notify the manager as soon as practical of the reason for and the expected duration of the absence.

6.2.3 Where a satisfactory explanation for the absence is not provided, the employee may be considered to be absent from work without authorised leave and the amount equivalent to the period of absence may be deducted from the employee's pay.

6.2.4 The minimum period of leave available to be granted shall be one hour.

6.2.5 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from work without authorised leave.

6.3 Applying for Leave

The Audit Office shall deal with the application for leave according to the wishes of the employee, if the operational requirements of the Audit Office permit this to be done.

6.4 Extended Leave

Extended leave shall accrue and shall be granted to employees in accordance with the provisions of the Auditor-General Determination 1 dated 27 June 2013.

Extended leave will be re-credited if an Employee is ill for more than five days, while on extended leave, and provides a supporting medical certificate to the Audit Office.

6.5 Personal Leave

6.5.1 On commencement of employment, employees will be provided four days personal leave.

6.5.2 After the first three months of employment, employees will accrue personal leave at the rate of 16 working days per year in accordance with relevant Audit Office Policies.

6.5.3 Personal Leave can be requested for, but is not limited to:

6.5.3.1 sick leave

6.5.3.2 caring for a person for whom the employee is responsible

6.5.3.3 compassionate grounds

6.5.3.4 bereavement leave

6.5.3.5 emergency or weather conditions, which threatens the employee's property or prevents them from reporting for work

6.5.3.6 attending to unplanned or unforeseen personal responsibilities

6.5.3.7 community services or volunteering for official events or organisations.

6.5.4 Unused paid personal leave will accumulate progressively, but will not be paid out on termination of employment.

6.5.5 With respect to an illness or injury, the Auditor-General may require an employee to be examined by a medical practitioner nominated by the Auditor-General

6.5.6 Employees agree to cooperate with a direction issued to them to attend a medical examination in accordance with this subclause. If requested to do so, employees also agree to provide their consent to the nominated medical practitioner obtaining their relevant medical records from their treating practitioners for the purposes of that examination.

6.5.7 If an employee is directed to attend a medical examination in accordance with this sub clause the cost of this examination or any tests required as a result will be paid by the Audit Office. Reasonable travel costs will also be reimbursed on production of receipts.

6.5.8 All continuous service as an employee in the NSW public service shall be taken into account for the purpose of calculating personal leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating personal leave due if the previous personal leave records are available.

6.5.9 Paid personal leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service shall be limited to 4 days paid personal leave, unless the Audit Office approves otherwise. Paid personal leave in excess of 4 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.

6.5.10 Seasonal or relief employees - no paid personal leave shall be granted to temporary employees who are employed for a period of less than 3 months.

6.5.11 Personal Leave - Workers' Compensation

The Audit Office shall advise each employee of the rights under the *Workers Compensation Act* 1987, as amended from time to time, and shall give assistance and advice, as necessary, in the lodging of any claim.

6.5.12 Personal Leave - Claims Other than Workers' Compensation

6.5.12.1 If an employee has a claim for compensation, resulting from a non-work related injury not coverable by the *Workers Compensation Act* 1987, then, personal leave on full pay may, be granted to the employee subject to:

- a) Any claim made including the value of any period of paid personal leave granted by the Audit Office to the employee, and
- b) On the payment of a claim as outlined in subparagraph 6.5.12.1, the employee will repay to the Audit Office the monetary value of any such period of personal leave.

6.5.12.2 On repayment to the Audit Office of the monetary value of personal leave granted to the employee, personal leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

6.6 Personal Leave - Requirements for Evidence

6.6.1 An employee absent from work for more than 2 consecutive working days must furnish evidence to the Audit Office to support the absence.

6.6.2 An employee may absent themselves for a total of 5 non-consecutive working days per annum for personal leave without providing evidence to the Audit Office. Employees who absent themselves for more than 5 working days for personal leave in a year may be required to furnish evidence for each occasion absent during the balance of the calendar year.

6.6.3 As a general practice, backdated medical certificates will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted personal leave for the whole period if the Audit Office is satisfied that the reason for the absence is genuine.

6.6.4 If an employee is required to provide evidence for an absence of 2 consecutive working days or less, the Audit Office will advise them in advance.

6.6.5 If the Audit Office is concerned about a diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to a WorkCover approved assessor for advice.

6.6.6 The type of leave granted to the employee will be determined by the Audit Office based on the WorkCover approved assessor's advice.

6.6.7 If personal leave is not granted, the Audit Office will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.

6.6.8 The granting of paid personal leave for illness shall be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for personal leave dealt with confidentially by an alternate manager or the human resources section of the Audit Office.

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

6.6.9.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillofacial surgeon or, at the Audit Office's discretion, another registered health services provider, or

6.6.9.2 where the absence exceeds one week, and unless the health provider listed in subparagraph 6.6.9.1 of this subclause is also a registered medical practitioner, applications for any further personal leave must be supported by evidence of illness from a registered medical practitioner, or

6.6.9.3 at the Audit Office's discretion, other forms of evidence that satisfy that an employee had a genuine illness.

6.6.10 If an employee who is absent on recreation leave or extended leave, furnishes to the Audit Office satisfactory evidence of illness in respect of an illness which occurred during the leave, the Audit Office may, subject to the provisions of this clause, grant personal leave to the employee as follows:

6.6.10.1 in respect of recreation leave, the period set out in the evidence of illness,

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

6.6.11 This clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

6.7 Leave Without Pay

6.7.1 An employee may be granted leave without pay if good and sufficient reason can be shown and there is no significant detriment to the operational requirements of the Audit Office.

6.7.2 Leave without pay may be granted on a full-time or a part-time basis.

6.7.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.

6.7.4 Where an employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.

6.8 Military Leave

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

6.8.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.

- 6.8.3 Up to 24 working days military leave per financial year may be granted by the Audit Office 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 6.8.1 of this clause.
- 6.8.4 The Audit Office may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 6.8.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 6.8.3 of this clause may be granted Military Leave top up pay by the Auditor-General.
- 6.8.6 Military Leave top up pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 6.8.7 During a period of Military Leave top up pay, an employee will continue to accrue personal leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- 6.8.8 At the expiration of military leave in accordance with paragraph 6.8.2 or 6.8.4 of this subclause, the employee shall furnish to the Audit Office a certificate of attendance and details of the employees reservist pay signed by the commanding officer or other responsible officer.
- 6.9 Observance of Essential Religious or Cultural Obligations
- 6.9.1 The Audit Office recognises the value of cultural diversity and the need for some faiths to access time or leave to attend to essential religious obligations including days of religious, cultural or ceremonial significance. Access to time or leave is subject to:
- 6.9.1.1 the operational requirements of the Audit Office
 - 6.9.1.2 the employee providing adequate notice of the need to take time or leave
 - 6.9.1.3 the employee obtaining prior approval of the time required or leave applied for
 - 6.9.1.4 any time off being made up in a manner approved by the Audit Office.
- 6.10 Parental Leave
- 6.10.1 Parental leave includes maternity, adoption and "other parent" leave.
- 6.10.2 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:
- 6.10.2.1 for a period up to 9 weeks prior to the expected date of birth, and
 - 6.10.2.2 for a further period of up to 12 months after the actual date of birth.
 - 6.10.2.3 an employee who has been granted maternity leave and whose child is stillborn may elect to take available personal leave instead of maternity leave.
- 6.10.3 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
- 6.10.3.1 for a period of up to 12 months if the child has not commenced school at the date of the taking of custody, or

- 6.10.3.2 for such period, not exceeding 12 months on a full-time basis, as the Auditor-General may determine, if the child has commenced school at the date of the taking of custody.
 - 6.10.3.3 special adoption Leave - an employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or personal leave.
- 6.10.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 6.10.4.1 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;
 - 6.10.4.2 extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in subparagraph 6.10.4.1 of this paragraph. 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.
- 6.10.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- 6.10.5.1 applied for parental leave within the time and in the manner determined set out in paragraph 6.10.10 of this subclause; and
 - 6.10.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - 6.10.5.3 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.
- 6.10.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 6.10.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave,
 - 6.10.6.2 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,
 - 6.10.6.3 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.

6.10.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

6.10.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work, or

6.10.7.2 at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period, or

6.10.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.

6.10.8 Except as provided in paragraphs 6.10.5, 6.10.6 and 6.10.7 of this subclause parental leave shall be granted without pay.

6.10.9 Right to request

6.10.9.1 An employee who has been granted parental leave in accordance with paragraph 6.10.2, 6.10.3 or 6.10.4 of this clause may make a request to the Auditor-General to:

a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months, or

b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay),

to assist the employee in reconciling work and parental responsibilities.

6.10.9.2 The Auditor-General 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 Audit Office's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

6.10.10 Notification Requirements

6.10.10.1 When the Audit Office is made aware that an employee or their spouse is pregnant or is adopting a child, the Audit Office must inform the employee of their entitlements and their obligations under the award.

6.10.10.2 An employee who wishes to take parental leave must notify the Audit Office 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 paragraph 6.10.9 of this subclause.

6.10.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:

a) the date on which the parental leave is intended to start, and

- b) the period of leave to be taken.
- 6.10.10.4 Employee's request and the Audit Office's decision to be in writing
- The employee's request under subparagraph 6.10.9.1 and the Audit Office's decision made under subparagraph 6.10.9.2 must be recorded in writing.
- 6.10.10.5 An employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Audit Office 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 Audit Office agrees.
- 6.10.10.6 An employee on maternity leave is to notify the Audit Office of the date on which she gave birth as soon as she can conveniently do so.
- 6.10.10.7 An employee must notify the Audit Office as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 6.10.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Audit Office and any number of times with the consent of the Audit Office. In each case she/he must give the Audit Office at least 14 days' notice of the change unless the Audit Office decides otherwise.
- 6.10.11 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with paragraph 6.10.9 of this subclause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 6.10.12 If the position occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- 6.10.13 An employee does not have a right to her/his former position during a period of return to work on a part time basis. If the Audit Office 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.
- 6.10.14 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable to the Audit Office) must be given.
- 6.10.15 An employee who is ill during her pregnancy may take available paid personal leave or accrued recreation or extended leave or personal leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 6.10.16 An employee may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 6.10.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:

- 6.10.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave
- 6.10.17.2 the total period of parental leave, is not extended by the taking of recreation leave at half pay
- 6.10.17.3 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.
- 6.10.18 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Audit Office, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 6.10.19 If such adjustments cannot reasonably be made, the Audit Office must grant the employee maternity leave, or any available personal 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.
- 6.10.20 Communication during parental leave
 - 6.10.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Audit Office shall take reasonable steps to:
 - a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave, and
 - b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - 6.10.20.2 The employee shall take reasonable steps to inform the Audit Office about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
 - 6.10.20.3 The employee shall also notify the Audit Office of changes of address or other contact details which might affect the Audit Office's capacity to comply with subparagraph 6.10.20.1 of this paragraph.

6.11 Purchased Leave

- 6.11.1 Employees can apply to purchase additional leave to be used within a 12 month period in accordance with Audit Office policy.
- 6.11.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
- 6.11.3 Purchased leave is subject to the following provisions:
 - 6.11.3.1 the purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period

- 6.11.3.2 other leave taken during the 12 month purchased leave agreement period i.e. personal leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay
- 6.11.3.3 personal leave cannot be taken during a period of purchased leave
- 6.11.3.4 the purchased leave rate of pay will be the salary for all purposes including superannuation
- 6.11.3.5 overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay
- 6.11.3.6 higher Duties Allowance will not be paid when a period of purchased leave is taken.

6.12 Recreation Leave

6.12.1 Recreation leave accrues at the rate of 20 working days per year.

- 6.12.1.1 employees are to take at least 10 working days of recreation leave every 12 months, except by agreement with the Auditor-General. Recreation leave will be re-credited if an employee is ill, while on recreation leave, and provides a supporting medical certificate to the Audit Office
- 6.12.1.2 recreation leave does not accrue during leave without pay, other than:
 - a) during incapacity for which compensation has been authorised under the relevant legislation, or
 - b) absences due to natural emergencies, or
 - c) during any period of personal leave without pay; not exceeding 5 full time working days or their part time equivalent in any 12 months or
 - d) during any period of military leave without pay.
- 6.12.1.3 recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay
- 6.12.1.4 recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see Annexure 3, subclause 6.10, Parental Leave
- 6.12.1.5 on cessation of employment, an employee is entitled to be paid the monetary value of accrued recreation leave balances
- 6.12.1.6 an employee to whom subparagraph 6.12.1.5 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment
- 6.12.1.7 where an employee dies during their employment with the Audit Office, their nominated beneficiary or next of kin will be paid the monetary value of recreation leave they have accrued as at the date of death.

6.13 Special Leave

6.13.1 An Employee will be granted special leave in accordance with Audit Office Policies for circumstances including, but not limited to:

- 6.13.1.1 jury service;
- 6.13.1.2 as a witness in an official capacity at court;
- 6.13.1.3 support for employees experiencing domestic violence;
- 6.13.1.4 study leave including attending an approved examination;
- 6.13.1.5 National Aborigines and Islander Day of Commemoration (NADOC) celebrations;
- 6.13.1.6 delegates attending trade union activities; and/or
- 6.13.1.7 other purposes as approved by the Auditor-General or provided by law.

7. Training and Professional Development

7.1 Staff Development and Training Activities

7.1.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:

- 7.1.1.1 All staff development courses conducted by a NSW Public Sector organisation;
- 7.1.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
- 7.1.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.

7.1.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:

- 7.1.2.1 Activities for which study assistance is appropriate;
- 7.1.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Association); and
- 7.1.2.3 Activities which are of no specific relevance to the NSW Public Sector.

7.1.3 Attendance of an employee at activities considered by the Audit Office to be:

- 7.1.3.1 Essential for the efficient operation of the Audit office; or
- 7.1.3.2 Developmental and of benefit to the NSW public sector.

shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.

7.1.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Audit Office:

- 7.1.4.1 Recognition that the employees are performing normal duties during the course;

- 7.1.4.2 Adjustment for the hours so worked under flexible working hours;
 - 7.1.4.3 Payment of course fees;
 - 7.1.4.4 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
 - 7.1.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Audit Office is satisfied that the approval to attend constitutes a direction to work overtime under Part A, clause 10.
- 7.1.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Audit Office:
- 7.1.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
 - 7.1.5.2 Payment of course fees;
 - 7.1.5.3 Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - 7.1.5.4 Such other conditions as may be considered appropriate by the Audit Office given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 7.1.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the Audit Office, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Audit Office is able to release the employee, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 7.1.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the employee attends a training or developmental activity whilst on duty in accordance with this clause.

8. Overtime

8.1 Recall to Duty

- 8.1.1 An employee recalled to work overtime after leaving the Audit Office premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 8.1.2 The employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 8.1.3 When an employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment 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.
- 8.1.4 When an employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the employee was last recalled, overtime 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.

- 8.1.5 A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- 8.1.6 An employee 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.
- 8.1.7 This clause shall not apply in cases where it is customary for an employee to return to the Audit Office's premises to perform a specific job outside the employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

8.2 On-Call (Stand-By) and On-Call Allowance

- 8.2.1 Unless already eligible for an on-call allowance under another industrial instrument, an employee shall be:
 - 8.2.1.1 entitled to be paid the on-call allowance set out in Annexure 3, Part 2, Monetary Rates when directed by the Audit Office to be on call or on stand-by for a possible recall to duty outside the employee's working hours,
 - 8.2.1.2 if an employee who is on call and is called out by the Audit Office, the overtime provisions as set out Part A, clause 10, shall apply to the time worked,
 - 8.2.1.3 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.

8.3 Overtime Meal Breaks

- 8.3.1 Employee working flexible hours - an employee required to work overtime on weekdays beyond 7 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.
- 8.3.2 Employees Generally - an employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

8.4 Overtime Meal Allowances

- 8.4.1 If an adequate meal is not provided by the Audit Office, a meal allowance shall be paid at the appropriate rate specified in the relevant Treasury Circular as specified from time to time, provided the Audit Office is satisfied that:
 - 8.4.1.1 the time worked is directed overtime,
 - 8.4.1.2 the employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought,
 - 8.4.1.3 where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so, and
 - 8.4.1.4 overtime is not being paid in respect of the time taken for a meal break.

- 8.4.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Audit Office shall approve payment of actual expenses.
- 8.4.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 8.4.4 Receipts shall be provided to the Audit Office in support of any claims for additional expenses or when the employee is required to substantiate the claim.
- 8.4.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Audit Office and the Association from negotiating different meal provisions.

8.5 Provision of Transport in Conjunction with Working of Overtime

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

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

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above rests with the Audit Office Business Unit Leader.

- 8.5.2 Arrangement of Overtime - where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the employee can use public transport or other normal means of transport to and from work.
- 8.5.3 Provision of Taxis - where an employee ceases overtime duty after 8.00 p.m. and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

9. Miscellaneous

9.1 Existing Entitlements

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

PART 2

MONETARY RATES

Allowances are paid consistent with those published annually that are, at the time of entering into this Award, included in the relevant Treasury Circular as issued from time to time.

Table 1 - Allowances

As specified in the relevant Treasury Circular as issued from time to time.

P. KITE, Chief Commissioner.

**CROWN EMPLOYEES (INDEPENDENT PRICING AND
REGULATORY TRIBUNAL 2018) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of employees..

(Case No. 2018/72701)

Before Chief Commissioner Kite

22 May 2018

AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

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PART B

MONETARY RATES

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2. Title

- 2.1 This award shall be known as the Crown Employees (Independent Pricing and Regulatory Tribunal) Award 2017.

3. Definitions

- 3.1 "Act" means the *Independent Pricing and Regulatory Tribunal Act 1992*.

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

4. Consultative Arrangements

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

5. Parties

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

6. Work Environment

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

7. Grievance and Dispute Settling Procedures

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

- 7.12 Whilst the procedures outlined in subclauses 7.1 to 7.11 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties.
- 7.13 In a case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

8. Hours of Work

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

9. Flexible Work Hours

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

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

9.8 Flexi Leave -

- 9.8.1 Where gainful work is available, staff members can accrue work time in excess of seven hours per day.
- 9.8.2 With the supervisor's approval staff members can take up to six days flexi leave in any settlement period either as full days, half days or combinations thereof. Flexi leave may be taken on consecutive days.
- 9.8.3 A half day flex can only be taken where three and a half hours have been worked by staff members during the bandwidth either immediately before or after the half day.
- 9.8.4 During peak periods where it is not possible to take flexi leave, staff members may carry forward credit hours worked to the next settlement period.
- 9.8.5 Staff members may carry forward up to 42 hours credit to the next settlement period. Hours in excess of this amount are forfeited.
- 9.8.6 In exceptional circumstances the 42 hour limit can be exceeded and the additional time carried forward to the next period on the condition the supervisor and staff members agree to a strategy to ensure staff members reduce their time to less than 462 hours.
- 9.8.7 Staff members may carry forward up to 14 hours debit to the next settlement period.
- 9.8.8 Any hours below 406 hours shall require the submission of an application form for recreation leave to cover the shortfall (where there is no annual leave to credit, leave without pay is to be taken).

9.9 Banking Hours -

- 9.9.1 Staff members may bank up to a maximum of six flexi days in each settlement period.
- 9.9.2 This maximum entitlement of six days in each settlement period is to be reduced by the number of flexi days taken during that settlement period. Any remaining credit hours may be added to the normal flexi credit.
- 9.9.3 A maximum of 12 days may be banked over four consecutive settlement periods, with a maximum balance of 12 days at any one time.
- 9.9.4 A banked day is equivalent to seven hours.
- 9.9.5 Banked days may be taken with other forms of leave including flexi leave and by agreement, can be taken in quantities ranging from one half day to 12 days.
- 9.9.6 All banked days to be taken as leave must be agreed to beforehand between supervisor and staff members.
- 9.9.7 Banked flex days shall be payable on termination. Any flex credit at the date of termination is not payable.

9.10 Natural Emergencies and Major Transport Disruptions -

- 9.10.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - 9.10.1.1 apply to vary the working hours as provided in the flexible work hours clause of this award; and/or
 - 9.10.1.2 negotiate an alternative working location with the Tribunal; and/or

- 9.10.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

10. Part Time Work

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

11. Part Year Employment

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

12. Part Time Leave Without Pay

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

13. Salaries

- 13.1 The salary ranges prescribed by this award are as set out in Table 1 - Salaries, of Part B, Monetary Rates.

14. Salary Progression

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

15. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 15.1 The entitlement to salary package in accordance with this clause is available to:
- 15.1.1 permanent full-time and part-time employees;
- 15.1.2 temporary employees, subject to the Tribunal's convenience; and
- 15.1.3 casual employees, subject to the Tribunal's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 15.7.
- 15.2 For the purposes of this clause:
- 15.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 13, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

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

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

16. Appointment and Promotion

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

17. Allowances

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

17.3 Travel Allowances - Conditions

17.3.1 The travel allowances provisions as set out in the clauses in Section 3 - Travel Arrangements of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

17.4 First Aid Allowance

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

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

18. Union Consultation, Access and Activities

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

19. Extended Leave

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

20. Family and Community Service Leave

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

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

21. Leave Without Pay

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

22. Military Leave

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

23. Religious or Cultural Observations

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

24. Parental Leave

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

25. Purchased Leave

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

26. Recreation Leave

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

27. Annual Leave Loading

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

28. Sick Leave

- 28.1 The sick leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply. Further:
- 28.1.1 Staff members absent from duty because of illness or incapacity shall, where possible, report the absence not later than one hour after their normal commencing time.
- 28.1.2 In exceptional circumstances and on a case by case basis, the Chief Executive Officer or nominee, may grant staff members paid special sick leave or allow the leave to be taken on a half pay basis, including leave to be taken on half pay during extended periods of absence.

29. Special Leave

- 29.1 Special leave is paid leave which applies to activities not regarded as being on duty and which are not covered by other forms of leave.
- 29.2 The Chief Executive Officer or nominee may grant special leave in accordance with the provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, in the following situations:
- 29.2.1 Jury service.
- 29.2.2 Witness at court - official capacity.
- 29.2.3 Witness at court - other than in official capacity - Crown witness.
- 29.2.4 Called as a witness in a private capacity.
- 29.2.5 Examinations.
- 29.2.6 Association activities.
- 29.2.7 Return home when temporarily living away from home.
- 29.2.8 Return home when transferred to new location.
- 29.3 In addition to the provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, special leave may be granted for the following situations:
- 29.3.1 Volunteers of recognised organisations (five days in any period of 12 months).
- 29.3.2 First aid training and retraining.
- 29.3.3 Attend retirement preparation seminars (two days).
- 29.3.4 Meetings for financial members of professional or learned societies (up to five days).

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

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

29.5 Matters arising from domestic violence situations.

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

30. Study Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 30.7 An applicant may be granted leave without pay instead of study leave if the Tribunal considers that:
- 30.7.1 the studies proposed are neither directly relevant, nor of appreciable benefit to the effectiveness or efficiency of the Tribunal; or
 - 30.7.2 financial constraints preclude the grant of study leave; or
 - 30.7.3 while the studies proposed are relevant, a scholarship or award won by the applicant provides financial support equivalent to full or half salary.
- 30.8 When study leave is granted a "cost-to-the-State" bond must be undertaken by the staff member. The bond requires after-service of:
- 30.8.1 twice the period of study leave granted where financial assistance is at the level of full pay
 - 30.8.2 the same period of study leave granted where financial assistance is at the level of half pay.
- 30.9 If the after-service is not completed, the bond requires the staff member to reimburse salary paid for the period of study leave as well as the value of any incremental progression or leave accrued during the period.

31. Staff Development

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

32. Study Time

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

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

- 32.23 Where a staff member is undertaking qualifying or higher degree studies by coursework only, normal study time is granted.

33. Reimbursement of Fees

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

34. Overtime

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

35. Public Holidays

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

36. Job Sharing

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

37. Work from Home

- 37.1 The Chief Executive Officer or nominee may approve applications by staff members to work from home on a temporary, fixed term, or regular basis.
- 37.2 Approval may be granted where a family member requires care or where a project or report requires urgent completion that would be assisted by working from home.
- 37.3 Generally, working from home shall be granted where the Chief Executive Officer or nominee and staff member are in agreement that:
- 37.3.1 appropriate work is available that can be done at home efficiently without supervision and without liaison with other staff members;
 - 37.3.2 the absence does not adversely affect the performance of the work group or the provision of necessary support services to others;
 - 37.3.3 the home environment or circumstances will not prevent the staff members from completing an amount of work equivalent to what would normally be completed in the office environment; and
 - 37.3.4 the staff member is available for telephone consultation and where possible available to return to the office at short notice.
- 37.4 All work from home approvals shall ensure adequate consideration of, and compliance with work health and safety, confidentiality and security provisions.
- 37.5 Where appropriate, facilities and equipment shall be provided to enable staff members to work at home.

38. Unsatisfactory Performance, Misconduct or Serious Offence

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

39. Termination of Employment

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

40. Managing Excess Staff

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

41. Secure Employment - Casual Conversion

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

41.2 Casual Conversion

- 41.2.1 A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this clause.
- 41.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this clause if the employer fails to comply with this notice requirement.
- 41.2.3 Any casual employee who has a right to elect under paragraph 41.2.1 upon receiving notice under paragraph 41.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse.
- 41.2.4 Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement.
- 41.2.5 Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 41.2.6 Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 41.2.7 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 41.2.8 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 41.2.3 the employer and employee shall, in accordance with this paragraph, and subject to paragraph 41.2.3 discuss and agree upon:
- 41.2.8.1 whether the employee will convert to full-time or part-time employment; and
 - 41.2.8.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- 41.2.9 Following an agreement being reached pursuant to paragraph 41.2.8 the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

42. Secure Employment - Work Health & Safety

- 42.1 For the purposes of this clause, the following definitions shall apply:
- 42.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- 42.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 42.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- 42.2.1 consult with employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
- 42.2.2 provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- 42.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 42.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 42.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 42.4 Disputes Regarding the Application of this Clause
- 42.4.1 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- 42.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

43. Anti-Discrimination

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

- 43.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 43.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 43.4 Nothing in this clause is to be taken to affect:
- 43.4.1 any conduct or act which is specifically exempted from anti- discrimination legislation;
- 43.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 43.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 43.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 43.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 43.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 43.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

44. No Extra Claims

- 44.1 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 2019 by a party to this Award.

45. Savings of Rights

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

46. Lactation Breaks

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

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

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

47. Leave for Matters Arising from Domestic Violence

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

48. Relationship to Other Awards

- 48.1 The Tribunal will, subject to approved parameters within Government wages policy, negotiate with the Association the full quantum of future salary increase or other benefits.
- 48.2 The Tribunal will use the outcomes achieved between the Association and Industrial Relations Secretary to inform its negotiations with the intent of varying this Award to give effect to those salary increases and other benefits.
- 48.3 The method of achieving salary increases negotiated between the Tribunal and the Association shall be at the local level and not necessarily determined by the same outcomes as the Crown Employees (Public Sector - Salaries 2015) Award or an award replacing it.
- 48.4 Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied, the arrangements in this award shall prevail.

49. Area, Incidence and Duration

- 49.1 This award applies to staff members of the Independent Pricing and Regulatory Tribunal as defined in clause 3, Definitions of this award.
- 49.2 The award shall commence on 1 July 2018 and has a nominal expiry date of 30 June 2019. It rescinds and replaces the Crown Employees (Independent Pricing And Regulatory Tribunal 2017) Award published 6 October 2017 (381 I.G. 827).

PART B

MONETARY RATES

Table 1 - Salaries

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

		1-Jul-18 per annum \$
IPART Officer A	Year 1	55,253
	Year 2	59,088
	Year 3	62,925
IPART Officer B	Year 1	67,529
	Year 2	71,366
	Year 3	75,202
IPART Officer C	Year 1	80,575
	Year 2	84,414
	Year 3	88,250
IPART Officer D	Year 1	94,387
	Year 2	98,225
	Year 3	102,061
IPART Officer E	Year 1	108,968
	Year 2	112,804
	Year 3	116,644
IPART Officer F	Year 1	124,316
	Year 2	128,151
	Year 3	131,988
IPART Officer G	Year 1	140,431
	Year 2	144,267
	Year 3	151,231

P. M. KITE, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (POLICE MEDICAL OFFICERS - CLINICAL FORENSIC MEDICINE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), Industrial Organisation of Employees.

(Case No. 197360 of 2018)

Before Chief Commissioner Kite

27 June 2018

VARIATION

- Delete Table 1 - Salaries of Part B Monetary Rates of the award published 18 August 2017 (381 I.G. 445), and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Classification	From the First Full Pay Period on or after 01/07/2018 \$ 2.5%
Police (Forensic) Medical Officer, Grade 1 - 4 years, less than 5 years post - graduate experience 5 years, less than 6 years post - graduate experience	126,883 133,441
Police (Forensic) Medical Officer, Grade 2 - 1st year 2nd year 3rd year and thereafter	146,574 153,130 159,696
Police (Forensic) Medical Officer, Grade 3 - 1st year 2nd year 3rd year and thereafter	172,822 181,567 190,323
Head, Clinical (Forensic) Medicine Section - 1st year 2nd year	203,445 207,823

- This variation shall take effect on the first full pay period commencing on or after 1 July 2018 for a period of 12 months.

P. M. KITE, Chief Commissioner

CROWN EMPLOYEES (SAS TRUSTEE CORPORATION) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of employees.

(Case No. 2018/72679)

Before Chief Commissioner Kite

22 May 2018

AWARD

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Clause No. Subject Matter

PART A

SECTION 1 - FRAMEWORK

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PART B

MONETARY RATES

Table 1 - Allowances

Table 2 - Salary Rates

2. Title

This award shall be known as the Crown Employees (SAS Trustee Corporation) Award 2018.

3. Definitions

- 3.1 Act means the *Government Sector Employment Act 2013*.
- 3.2 Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.
- 3.3 Agreement means an agreement referred to in section 51 of the Act or an agreement as defined in the *Industrial Relations Act 1996 (NSW)*.
- 3.3 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

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

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

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

4. Parties to the Award

The parties to this award are:

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

Industrial Relations Secretary; and

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

5. Conditions of Employment

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

6. Coverage

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

7. Statement of Intent

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

8. Work Environment

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

9. Grievance and Dispute Settling Procedures

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

10. Salaries and Grades

- 10.1 The salaries payable to the employees are prescribed in Table 2 - Salary Rates of Part B, Monetary Rates, of this award.
- 10.2 Positions within SAS Trustee Corporation will be attributed to a classification grade by way of a job evaluation methodology and criteria agreed to by the parties.
- 10.3 The Corporation and employee(s) can agree to salary sacrifice arrangements consistent with the arrangements under the Crown Employees (Public Sector - Salaries 2016) Award or any variation or replacement award.

SECTION 2 - ATTENDANCE/HOURS OF WORK

11. Working Hours

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

12. Casual Employment

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

Annual salary divided by 52.17857 divided by the ordinary weekly hours.
 - 12.3.2 Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:
 - 15% for work performed on Mondays to Fridays (inclusive)
 - 50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

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

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

12.4 Overtime

12.4.1 Casual employees shall be paid overtime for work performed:

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

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

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

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

12.5 Leave

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

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

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

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

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

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

12.6 Personal Carers entitlement for casual employees

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

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

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

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

12.6.4 The casual employee shall, if required,

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

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

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

12.7 Bereavement entitlements for casual employees

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

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

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

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

12.8 Application of other clauses of this Award to casual employees

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

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

13. Part-Time Employment

13.1 General

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

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

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

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

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

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

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

13.2 Additional hours

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

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

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

14. Morning and Afternoon Breaks

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

15. Meal Breaks and Lactation Breaks

15.1 General meal breaks

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

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

15.2 Lactation Breaks

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

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

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

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

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

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

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

15.2.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 70, Sick Leave to care for a Family Member, of this Award, or access to the flexible working hours scheme provided in clause 21, Flexible Working Hours, of this Award, where applicable.

16. Variation of Hours

16.1 If the Chief Executive Officer is satisfied that an employee is unable to comply with the general hours operating in the Corporation because of limited transport facilities, urgent personal reasons, community or family reasons, the Chief Executive Officer may vary the employee's hours of attendance on a one off, short or long-term basis, subject to the following:

16.1.1 the variation does not adversely affect the operational requirements;

16.1.2 there is no reduction in the total number of daily hours to be worked;

16.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;

16.1.4 a lunch break of one hour is available to the employee, unless the employee elects to reduce the break to not less than 30 minutes;

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

16.1.6 ongoing arrangements are documented; and

16.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

17. Natural Emergencies and Major Transport Disruptions

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

17.1.1 apply to vary the working hours as provided in clause 16, Variation of Hours of this award; and/or

17.1.2 negotiate an alternative working location with the Corporation; and/or

17.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

18. Notification of Absence from Duty

18.1 If an employee is to be absent from duty, other than on authorised leave, the employee must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible.

18.2 If an employee is absent from duty without authorised leave to the satisfaction of the Chief Executive Officer, the amount representing the period of absence shall be deducted from the employee's pay.

19. Public Holidays

- 19.1 Unless directed to attend for duty by the Chief Executive Officer, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 19.1.1 a public holiday throughout the State; or
 - 19.1.2 a local holiday in that part of the State at or from which the employee performs duty; or
 - 19.1.3 a day between Boxing Day and New Year's Day determined by the Chief Executive Officer as a public service holiday.
- 19.2 An employee required by the Chief Executive Officer to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 19.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

20. Standard Working Hours

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

21. Flexible Working Hours

- 21.1 The parties to this award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.
- 21.2 A flexible working hours scheme in terms of this subclause may operate in the Corporation or a section of the Corporation, subject to operational requirements, as determined by the Chief Executive Officer.
- 21.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in the Corporation, shall be extended to an employee working under a part time work arrangement. Except for provisions contained in subclauses 21.11, 21.13 and 21.16 of this clause, all other provisions under this subclause shall be applied pro rata to an employee working under a part time work arrangement.
- 21.4 Exclusion - Flexible working hours shall not apply to employees, who work permanent standard hours,
- 21.5 Attendance - An employee's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- 21.6 Bandwidth - The bandwidth shall be between the hours of 7.30 a.m. and 6.00 p.m.

- 21.7 Coretime - The coretime shall be between the hours of 9.30 a.m. and 3.30 p.m., excluding the lunch break, unless other arrangements have been negotiated under a local arrangement.
- 21.8 Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the employee up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the Chief Executive Officer.
- 21.9 Settlement period - Unless a local arrangement has been negotiated, the settlement period shall be four weeks.
- 21.9.1 For time recording purposes the settlement period and flex leave must coincide.
- 21.9.2 Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Chief Executive Officer may extend the affected settlement period by a further 4 weeks.
- 21.10 Contract hours - The contract hours for a settlement period shall be calculated by multiplying the employee's weekly contract hours by the number of weeks in a settlement period.
- 21.11 Flexible working hours credit - an employee may carry a maximum of 10 hours credit into the next settlement period.
- 21.12 Weekly hours worked during the settlement period are to be monitored by the employee and their supervisor. If it appears that the employee may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period may exceed 150 hours, the supervisor and employee shall develop a strategy to ensure that the employee does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- 21.13 Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits:
- 21.13.1 A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- 21.13.2 Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the employee elects to be granted available recreation or extended leave to offset the excess.
- 21.13.3 Any debit of hours outstanding on an employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next NSW public sector organisation under the Public Sector Staff Mobility policy.
- 21.14 Cessation of duty - An employee may receive payment for a flex day accrued and remaining untaken on the last day of service:
- 21.14.1 Where the employee's services terminate without a period of notice for reasons other than misconduct; or
- 21.14.2 Where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted or
- 21.14.3 In such other circumstances as have been negotiated between the Chief Executive Officer and the Association.

- 21.14.4 Prior to an employee's last day of service the employee and supervisor shall ensure that the employee does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph 21.16.2 of this clause.
- 21.15 Where an employee ceases duty in the Corporation in order to take up employment in another public service or public sector organisation, the same provisions as apply to recreation leave under the Public Sector Staff Mobility policy shall apply to the accrued but untaken or not forfeited flex leave.
- 21.16 Flex leave - Subject to operational requirements:
- 21.16.1 An employee may take off one full day or two half days in a settlement period of 4 weeks.
- 21.16.2 Where it appears an employee may exceed a 10-hour credit, as per subclause 21.12 of this clause strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.
- 21.16.3 Flex leave may be taken on consecutive working days.
- 21.16.4 Absences on flex leave may be combined with other periods of authorised leave.
- 21.17 Absence during coretime - Where an employee needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 57, Absence from Work of this award.
- 21.18 Standard hours - Notwithstanding the provisions of this clause, the Chief Executive Officer may direct the employee to work standard hours and not flexible hours:
- 21.18.1 where the Chief Executive Officer decides that the working of flexible hours by an employee or members does not suit the operational requirements of the Corporation or section of the Corporation, the Association shall be consulted, where appropriate; or
- 21.18.2 as remedial action in respect of an employee who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 21.19 Easter concession - Employees who work under a flexible working hours scheme may be granted, subject to the convenience of the Corporation, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

22. Non-Compliance

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

23. Flexible Work Practices

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

24. Existing Hours of Work Determinations

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

SECTION 3 - TRAVEL ARRANGEMENTS

25. Travelling Compensation

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

- 25.10 Where an employee is unable to so satisfy the Chief Executive Officer, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 25.11 This clause does not apply to employees who are on an employee-initiated secondment in accordance with section 64 of the Act and described in the Commentary and Guidelines on temporary staff assignments - section 66 and Cross-Agency Employment (section 65) of the Act.

26. Assistance with Public Transport Tickets for Travel to Work

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

27. Excess Travelling Time

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

27.3.8 Time within the flex time bandwidth;

27.3.9 Travel overseas.

27.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:

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

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

27.6 Employees whose salary is in excess of the maximum rate for Clerk, Grade 5 (as set out in the Crown Employees (Public Sector - Salaries 2016) Award and any variation or replacement award) shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.

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

28. Waiting Time

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

29. Meal Expenses on One-Day Journeys

29.1 A employee who is authorised by the Chief Executive Officer to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be reimbursed actual meal expenses properly and reasonably incurred for:-

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

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

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

30. Restrictions on Payment of Travelling Allowances

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

30.1.1 Any period during which the employee returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;

30.1.2 Any period of leave, except with the approval of the Chief Executive Officer or as otherwise provided by this clause; or

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

30.2 An employee who is in receipt of an allowance under clause 25, Travelling Compensation shall be entitled to reimbursement of incidental expenses properly and reasonably incurred in the following circumstances:

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

30.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the employee's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

31. Production of Receipts

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

32. Travelling Distance

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

SECTION 4 - ALLOWANCES AND OTHER MATTERS

33. Allowance Payable for Use of Private Motor Vehicle

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

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

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

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

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

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

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

33.4 Deduction from allowance

33.4.1 Except as otherwise specified in this award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any

distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.

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

33.4.3 Designated headquarters

- (a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) A employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

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

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

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

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

33.5 The employee must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942*, a

comprehensive motor vehicle insurance policy to an amount and in a form approved by the Chief Executive Officer.

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

34. Damage to Private Motor Vehicle Used for Work

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

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

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

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

34.2.1 The damage was sustained on approved work activities; and

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

35. Overseas Travel

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

36. Exchanges

- 36.1 The Chief Executive Officer may arrange two way or one way exchanges with other organisations both public and private, if the Corporation or the employee will benefit from additional training and development which is intended to be used in the carrying out of the Corporation's business.

- 36.2 The conditions applicable to those employees who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case (Item 1 of Table 1 - Allowances of Part B Monetary Rates).

- 36.3 The provisions of this subclause do not apply to the loan of services of employees to the Association. The provisions of clause 45, Conditions Applying to On Loan Arrangements of this award apply to employees who are loaned to the Association.

37. Room at Home Used as Office

- 37.1 Where no Corporation office is provided in a particular location - Where it is impractical to provide an office in a particular location, employees stationed in such a location may be required to use a spare room at their home as an office. In such cases, the Corporation will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.

- 37.2 Where an office exists in a particular location - Where a Corporation office or offices already exist in a particular location but the employee and the Chief Executive Officer agree that the employee could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 37.1 of this clause shall not apply in these circumstances.

37.3 Requirements - Arrangements under subclauses 37.1 or 37.2 of this clause shall be subject to:

37.3.1 A formal agreement being reached in respect of the hours to be worked; and

37.3.2 The occupational health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7, Working from Home in the Flexible Work Practices, Policy and Guidelines.

38. Semi-Official Telephones

38.1 Reimbursement of expenses associated with a private telephone service installed at the residence of an employee shall be made as specified in this clause if the employee is required to be contacted or is required to contact others in connection with the duties of his/her position in the Corporation, as and when required.

38.2 The service must be located in the employee's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the employee.

38.3 The semi-official telephone allowance applies to employees who are required, as part of their duties to:

38.3.1 Give decisions, supply information or provide emergency services; and/or

38.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.

38.4 Unless Better Provisions Already Apply to an Employee or an Employee Has Been Provided With an Official Telephone, Reimbursement of Expenses under This Clause Shall be Limited to the Following:

38.4.1 The connection fee for a telephone service, if the service is not already available at the employee's principal place of residence;

38.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and

38.4.3 The full cost of official local, STD and ISD calls.

38.5 To be eligible for reimbursement, an employee must submit their telephone account and a statement showing details of all official calls, including:

38.5.1 Date, time, length of call and estimated cost;

38.5.2 Name and phone number of the person to whom call was made; and

38.5.3 Reason for the call.

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

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

39.2 If a claim under subclause 39.1 of this clause is rejected by the insurer, the Chief Executive Officer may compensate an employee for the damage to or loss of personal property, if such damage or loss:

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

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

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

- 39.3 Compensation in terms of subclause 39.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Chief Executive Officer may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 39.4 For the purpose of this clause, personal property means an employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the employee's duties.
- 39.5 Compensation for the damage sustained shall be made by the Corporation where, in the course of work, clothing or items such as spectacles, hearing aids, etc., are damaged or destroyed by natural disasters or by theft or vandalism.

40. First Aid Allowance

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

41. Review of Allowances Payable in Terms of This Award

- 41.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
- 41.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
- (a) Clause 25, Travelling Compensation;
 - (b) Clause 29, Meal Expenses on One Day Journeys;
 - (c) Clause 79, Overtime Meal Allowances, for breakfast, lunch and dinner.
- 41.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):
- (a) Clause 33, Allowances Payable for the Use of Private Motor Vehicle.

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

- (a) Clause 37, Room at Home Used as Office;
- (b) Clause 79, Overtime Meal Allowances, for supper.

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

Clause 40, First-Aid Allowance;

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

42. Trade Union Activities Regarded as on Duty

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

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

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

42.1.3 A reasonable period of preparation time, before-

- (a) meetings with management;
- (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
- (c) any other meeting with management,

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

42.1.4 Giving evidence in court on behalf of the Corporation;

42.1.5 Appearing as a witness before the Government and Related Employees Appeal Tribunal;

42.1.6 Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;

42.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the Corporation; and

42.1.8 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

43. Trade Union Activities Regarded as Special Leave

- 43.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:
- 43.1.1 Attendance at annual or biennial conferences of the Association;
 - 43.1.2 Attendance at meetings of the Association's Executive, Committee of Management or Councils;
 - 43.1.3 Attendance at annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - 43.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
 - 43.1.5 Attendance at meetings called by the Industrial Relations Secretary, as the employer for industrial purposes, as and when required;
 - 43.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
 - 43.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 42, 43 and 44 apply.

44. Trade Union Training Courses

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

45. Conditions Applying to on Loan Arrangements

- 45.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
- 45.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:-
 - (a) As an Executive Member; or
 - (b) A member of a Federal Council; or

(c) to a vocational or industry committee.

45.1.2 Briefing counsel on behalf of the Association;

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

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

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

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

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

(b) The Corporation will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.

(c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive Officer and the Association.

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

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

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

46. Period of Notice for Trade Union Activities

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

47. Access to Facilities by Trade Union Delegates

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

47.1.1 Telephone, facsimile, internet and email facilities;

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

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

48. Responsibilities of the Trade Union Delegate

- 48.1 Responsibilities of the Association delegate are to:
- 48.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
 - 48.1.2 Participate in the workplace consultative processes, as appropriate;
 - 48.1.3 Follow the dispute settling procedure applicable in the workplace;
 - 48.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
 - 48.1.5 Account for all time spent on authorised Association business;
 - 48.1.6 When special leave is required, to apply for special leave in advance;
 - 48.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive Officer and the Association; and
 - 48.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

49. Responsibilities of the Trade Union

- 49.1 Responsibilities of the Association are to:
- 49.1.1 Provide written advice to the Chief Executive Officer about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
 - 49.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 50.1.3 of clause 50, Responsibilities of Workplace Management of this award;
 - 49.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
 - 49.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
 - 49.1.5 Apply to the Chief Executive Officer well in advance of any proposed extension to the "on loan" arrangement;
 - 49.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the Corporation are used reasonably and properly; and
 - 49.1.7 Advise Corporation of any leave taken by the Association delegate during the on loan arrangement.

50. Responsibilities of Workplace Management

- 50.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:
- 50.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, allow for sufficient travelling time during the ordinary working hours;

- 50.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Association to arrange representation at the session;
- 50.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 50.1.4 Where possible, provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- 50.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 50.1.6 Where an Association activity provided under this clause needs to be undertaken during an approved period of flexi leave, apply the provisions of paragraph 61.1.5 of this clause;
- 50.1.7 Continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 50.1.8 Verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 50.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, consult with the Association before taking any remedial action.

51. Right of Entry Provisions

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

52. Travelling and Other Costs of Trade Union Delegates

- 52.1 Except as specified in paragraph 50.1.3 of clause 50, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 52.2 In respect of meetings called by the workplace management in terms of paragraph 50.1.3 of clause 50, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 25, Travelling Compensation, 29, Meal Expenses on One-Day Journeys, or 30, Restrictions on Payment of Travelling Allowances of this award.
- 52.3 No overtime, leave in lieu or any other additional costs will be claimable by an employee from the Corporation or the DPE, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 52.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Corporation by the Association or the employee.

53. Industrial Action

- 53.1 Provisions of the *Industrial Relations Act 1996* shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under clause 9, Grievance and Dispute Settling Procedures).
- 53.2 There will be no victimisation of employees prior to, during or following such industrial action.

54. Consultation and Technological Change

- 54.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between the Corporation and Association.
- 54.2 The Corporation's management shall consult with the Association prior to the introduction of any technological change.

55. Deduction of Trade Union Membership Fees

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

SECTION 6 - LEAVE

56. Leave - General Provisions

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

57. Absence from Work

- 57.1 An employee must not be absent from work unless reasonable cause is shown.

- 57.2 If an employee is to be absent from duty because of illness or other emergency, the employee shall notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence.
- 57.3 If the employee is absent from duty without authorised leave and the Chief Executive Officer shall deduct from the pay of the employee the amount equivalent to the period of the absence.
- 57.4 The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 57.5 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.

58. Applying for Leave

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

59. Extended Leave

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

60. Family and Community Service Leave

- 60.1 The Chief Executive Officer shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 60.2 of this clause. The Chief Executive Officer may also grant leave for the purposes in subclause 60.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 60.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
- 60.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - 60.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 60.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - 60.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 60.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Chief Executive Officer considers the granting of family and community service leave to be appropriate in a particular case.
- 60.3 Family and community service leave may also be granted for:
- 60.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and

- 60.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.
- 60.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 70.4.2 of clause 70, Sick Leave to Care for a Family Member of this award.
- 60.5 Family and community service leave shall accrue as follows:
- 60.5.1 two and a half days in the employee's first year of service;
- 60.5.2 two and a half days in the employee's second year of service; and
- 60.5.3 one day per year thereafter.
- 60.6 If available family and community service leave is exhausted as a result of natural disasters, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises.
- 60.7 If available family and community service leave is exhausted on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 60.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with clause 70, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 60.9 A Chief Executive Officer may also grant employees other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

61. Leave Without Pay

- 61.1 The Chief Executive Officer may grant leave without pay to an employee if good and sufficient reason is shown.
- 61.2 Leave without pay may be granted on a full-time or a part-time basis.
- 61.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 61.4 Where an employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 61.5 An employee who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer.
- 61.6 An employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 61.7 No paid leave shall be granted during a period of leave without pay.
- 61.8 A permanent appointment may be made to the employee's position if:
- 61.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and

61.8.2 the employee is advised of the Corporation's proposal to permanently backfill their position; and

61.8.3 the employee is given a reasonable opportunity to end the leave without pay and return to their position; and

61.8.4 the Corporation advised the employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.

61.9 The position cannot be filled permanently unless the above criteria are satisfied.

61.10 The employee does not cease to be employed by the Corporation if their position is permanently backfilled.

61.11 Subclause 61.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 64.9.1(a) of clause 64, Parental Leave or to military leave.

62. Military Leave

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

62.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.

62.3 Up to 24 working days military leave per financial year may be granted by the Chief Executive Officer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 62.1 of this clause.

62.4 The Chief Executive Officer may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Force.

62.5 An employee who is requested by the Australian Defence Force to provide additional military services requiring leave in excess of the entitlement specified in subclause 62.3 of this clause may be granted Military Leave Top up Pay by the Chief Executive Officer.

62.6 Military Leave Top up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.

62.7 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and Corporations are to continue to make superannuation contributions at the normal rate.

62.8 At the expiration of military leave in accordance with subclause 62.3 or 62.4 of this clause, the employee shall furnish to the Chief Executive Officer a certificate of attendance and details of the employees reservist pay signed by the commanding officer or other responsible officer.

63. Observance of Essential Religious or Cultural Obligations

63.1 An employee of:

63.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or

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

64. Parental Leave

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

Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

64.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks. An employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:

64.5.1 applied for parental leave within the time and in the manner determined set out in subclause 64.10 of this clause; and

64.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.

64.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:

- (a) in advance as a lump sum; or
- (b) fortnightly as normal; or
- (c) fortnightly at half pay; or
- (d) a combination of full-pay and half pay.

64.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start parental leave is paid:

64.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;

64.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;

64.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.

64.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

64.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or

64.7.2 at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or

64.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.

64.8 Except as provided in subclauses 64.5, 64.6 and 64.7 of this clause parental leave shall be granted without pay.

64.9 Right to request

64.9.1 An employee who has been granted parental leave in accordance with subclause 64.2, 64.3 or 64.4 of this clause may make a request to the Chief Executive Officer to:

- (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the employee in reconciling work and parental responsibilities.

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

64.10 Notification Requirements

64.10.1 When the Corporation is made aware that an employee or their spouse is pregnant or is adopting a child, the Corporation must inform the employee of their entitlements and their obligations under the award.

64.10.2 An employee who wishes to take parental leave must notify the Chief Executive Officer in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:

- (a) that she/he intends to take parental leave, and
- (b) the expected date of birth or the expected date of placement, and
- (c) if she/he is likely to make a request under subclause 64.9 of this clause.

64.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:

- (a) the date on which the parental leave is intended to start, and
- (b) the period of leave to be taken.

64.10.4 The employee's request and the Chief Executive Officer's decision are to be in writing.

The employee's request under paragraph 64.9.1 and the Chief Executive Officer's decision made under paragraph 64.9.2 must be recorded in writing.

64.10.5 A employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Chief Executive Officer in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Chief Executive Officer agrees.

64.10.6 An employee on maternity leave is to notify the Corporation of the date on which she gave birth as soon as she can conveniently do so.

64.10.7 An employee must notify the Corporation as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

64.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Corporation and any number of times with the consent of the Corporation. In each case she/he must give the Corporation at least 14 days notice of the change unless the Chief Executive Officer decides otherwise.

- 64.11 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 64.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 64.12 If the position occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- 64.13 an Employee Does Not Have a Right to Her/His Former Position During a Period of Return to Work on a Part Time Basis. If the Chief Executive Officer Approves a Return to Work on a Part Time Basis then the Position Occupied is to be at the Same Classification and Grade as the Former Position.
- 64.14 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Corporation) must be given.
- 64.15 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 64.16 An employee may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 64.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 64.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 64.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - 64.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 64.18 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Chief Executive Officer, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 64.19 If such adjustments cannot reasonably be made, the Chief Executive Officer must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- 64.20 Communication during parental leave
- 64.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Corporation shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 64.20.2 The employee shall take reasonable steps to inform the Chief Executive Officer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- 64.20.3 The employee shall also notify the Chief Executive Officer of changes of address or other contact details which might affect the Corporation's capacity to comply with paragraph 64.20.1 of this subclause.

65. Purchased Leave

- 65.1 An employee may apply to enter into an agreement with the Chief Executive Officer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 65.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account Corporation business needs and work demands.
- 65.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 65.1.3 The leave will count as service for all purposes.
- 65.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
- 65.2.1 Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- 65.2.2 To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 65.3 Purchased leave is subject to the following provisions:
- 65.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 65.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
- 65.3.3 Sick leave cannot be taken during a period of purchased leave.
- 65.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 65.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
- 65.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.

- 65.4 Specific conditions governing purchased leave may be amended from time to time by the DPE in consultation with the Association. The Corporation may make adjustments relating to their salary administration arrangements.

66. Recreation Leave

66.1 Accrual

66.1.1 Except where stated otherwise in this award, paid recreation leave for full time employees and recreation leave for employees working part time, accrues at the rate of 20 working days per year. Employees working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

66.1.2 Recreation leave accrues from day to day.

66.2 Limits on Accumulation and Direction to Take Leave

66.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement with the Chief Executive Officer in special circumstances.

66.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Chief Executive Officer according to the wishes of the employee.

66.2.3 The Chief Executive Officer shall notify the employee in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Corporation.

66.2.4 The Chief Executive Officer shall notify the employee in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.

66.2.5 An employee must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Corporation must cooperate in this process. The Corporation may direct an employee with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by the beginning of February of the following year.

- 66.3 Conservation of Leave - If the Chief Executive Officer is satisfied that an employee is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Chief Executive Officer shall:-

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

66.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.

66.3.3 The Chief Executive Officer will inform an employee in writing on a regular basis of the employee's recreation leave accrual.

66.4 Miscellaneous

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

- 66.4.2 Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 66.4.3 Recreation leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 66.4.4 of this subclause.
- 66.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act* 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 66.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 66.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 66.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 66.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 64, Parental Leave of this award.
- 66.4.8 On cessation of employment, an employee is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 66.4.9 An employee to whom paragraph 66.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 66.5 Death - Where an employee dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the employee's nominated beneficiary.
- 66.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- 66.6.1 To the widow or widower of the employee; or
- 66.6.2 If there is no widow or widower, to the children of the employee or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 66.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Chief Executive Officer was, at the time of the employee's death, a dependent relative of the employee; or
- 66.6.4 If there is no person entitled under paragraphs 66.6.1, 66.6.2 or 66.6.3 of this subclause to receive the money value of any leave not taken or not completed by an employee or which would have accrued to the employee, the payment shall be made to the personal representative of the employee.
- 66.7 Recreation leave does not accrue during leave without pay other than
- 66.7.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 66.7.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 66.7.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;

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

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

67. Annual Leave Loading

67.1 General - Unless more favourable conditions apply to an employee under another industrial instrument, an employee, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 67.2 to 67.4 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.

67.2 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the employee is paid, the annual leave loading payable shall not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.

67.3 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.

67.4 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:

67.4.1 Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when an employee takes at least two (2) consecutive weeks recreation leave. Where an employee does not have at least 2 weeks recreation leave available, the employee may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The employee shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.

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

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

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

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

68. Sick Leave

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

68.2 Payment for sick leave is subject to the employee:

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

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

- 68.3 If the Chief Executive Officer is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Chief Executive Officer:
- 68.3.1 Shall grant to the employee sick leave on full pay; and
 - 68.3.2 May grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this award to sick leave on full pay.
- 68.4 The Chief Executive Officer may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
- 68.4.1 is unable to carry out their duties without distress; or
 - 68.4.2 risks further impairment of their health by reporting for duty; or
 - 68.4.3 is a risk to the health, wellbeing or safety of other employees, Corporational clients or members of the public.
- 68.5 The Chief Executive Officer may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.
- 68.6 Entitlements. Existing employees at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.
- 68.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
 - 68.6.2 After the first four months of employment, the employee shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - 68.6.3 After the first year of service, the employee shall accrue sick leave day to day at the rate of 15 working days per year of service.
 - 68.6.4 All continuous service as an employee in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - 68.6.5 Notwithstanding the provisions of paragraph 68.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
 - 68.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
 - 68.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - 68.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 68.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Chief Executive Officer approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 68.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

69. Sick Leave - Requirements for Evidence of Illness

- 69.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Chief Executive Officer in respect of the absence.
- 69.2 In addition to the requirements under subclause 68.2 of clause 68, Sick Leave of this award, an employee may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the Chief Executive Officer. Employees who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Chief Executive Officer for each occasion absent for the balance of the calendar year.
- 69.3 As a general practice backdated medical certificates will not be accepted. However if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Chief Executive Officer is satisfied that the reason for the absence is genuine.
- 69.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Chief Executive Officer will advise them in advance.
- 69.5 If the Chief Executive Officer is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to the Department of Health for advice.
- 69.5.1 The type of leave granted to the employee will be determined by the Chief Executive Officer based on Department of Health advice.
- 69.5.2 If sick leave is not granted, the Chief Executive Officer will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- 69.6 The granting of paid sick leave shall be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Corporation.
- 69.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 69.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Chief Executive Officer's discretion, another registered health services provider, or
- 69.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 69.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 69.7.3 at the Chief Executive Officer's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 69.8 If an employee who is absent on recreation leave or extended leave, furnishes to the Chief Executive Officer satisfactory evidence of illness in respect of an illness which occurred during the leave, the Chief Executive Officer may, subject to the provisions of this clause, grant sick leave to the employee as follows:
- 69.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 69.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 69.9 Subclause 69.8 of this clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

70. Sick Leave to Care for a Family Member

- 70.1 Where family and community service leave provided for in clause 60 of this award is exhausted or unavailable, an employee with responsibilities in relation to a category of person set out in subclause 70.4 of this clause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 70.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 70.3 If required by the Chief Executive Officer to establish the illness of the person concerned, the employee must provide evidence consistent with subclause 69.6 of clause 69, Sick Leave - Requirements for Evidence of Illness of this award.
- 70.4 The entitlement to use sick leave in accordance with this clause is subject to:
- 70.4.1 The employee being responsible for the care and support of the person concerned; and
- 70.4.2 The person concerned being:
- (a) a spouse of the employee; or
 - (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household,

where for the purposes of this definition:

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

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

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

71. Sick Leave - Workers Compensation

- 71.1 The Chief Executive Officer shall advise each employee of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- 71.2 A employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987* shall be required to lodge a claim for any such compensation.

- 71.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Chief Executive Officer shall assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
- 71.4 The Chief Executive Officer will ensure that, once received by the Corporation, an employee's workers compensation claim is lodged by the Corporation with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 71.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Chief Executive Officer shall grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued recreation leave or extended leave.
- 71.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.
- 71.7 An employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the employee.
- 71.8 If an employee notifies the Chief Executive Officer that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer shall consider the reasons for the employee's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 71.9 An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 71.10 If the Chief Executive Officer provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails, to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 71.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- 71.12 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:
- 71.12.1 The employee's claim for workers compensation;
 - 71.12.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 71.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 71.12.4 Action taken by the Chief Executive Officer either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

72. Sick Leave - Claims Other Than Workers Compensation

- 72.1 If the circumstances of any injury to or illness of an employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full

pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:-

- 72.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Corporation to the employee; and
 - 72.1.2 In the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Corporation the monetary value of any such period of sick leave.
- 72.2 Sick leave on full pay shall not be granted to an employee who refuses or fails to complete an undertaking, except in cases where the Chief Executive Officer is satisfied that the refusal or failure is unavoidable.
- 72.3 On repayment to the Corporation of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

73. Special Leave

73.1 Special Leave - Jury Service

73.1.1 An employee shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the employee.

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

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

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

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

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

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

73.3.3 Association Witness - an employee called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the Corporation for the required period.

- 73.4 Called as a witness in a private capacity - An employee who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, available recreation leave on full pay or leave without pay.
- 73.5 Special Leave - Examinations -
- 73.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to employees for the purpose of attending at any examination approved by the Chief Executive Officer.
- 73.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 73.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the employee, no further leave is granted for any examination.
- 73.6 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Association delegates to undertake Association activities as provided for in clause 43, Trade Union Activities Regarded as Special Leave of this award.
- 73.7 An employee who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and employee.
- 73.8 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Chief Executive Officer for such other purposes, subject to the conditions specified in the Personnel Handbook at the time the leave is taken.

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

74. Staff Development and Training Activities

- 74.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 74.1.1 All staff development courses conducted by a NSW Public Sector organisation;
- 74.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
- 74.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 74.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- 74.2.1 Activities for which study assistance is appropriate;
- 74.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
- 74.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 74.3 Attendance of an employee at activities considered by the Chief Executive Officer to be:
- 74.3.1 Essential for the efficient operation of the Corporation; or

74.3.2 Developmental and of benefit to the NSW public sector

shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.

74.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Corporation:

74.4.1 Recognition that the employees are performing normal duties during the course;

74.4.2 Adjustment for the hours so worked under flexible working hours;

74.4.3 Payment of course fees;

74.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and

74.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Chief Executive Officer is satisfied that the approval to attend constitutes a direction to work overtime under clause 76, Overtime - General of this award.

74.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Corporation:

74.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;

74.5.2 Payment of course fees;

74.5.3 Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and

74.5.4 Such other conditions as may be considered appropriate by the Chief Executive Officer given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.

74.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Chief Executive Officer is able to release the employee, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.

74.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the employee attends a training or developmental activity whilst on duty in accordance with this clause.

75. Study Assistance

75.1 The Chief Executive Officer shall have the power to grant or refuse study time for an employee.

75.2 Where the Chief Executive Officer approves the grant of study time for an employee, the grant shall be subject to:

75.2.1 The course undertaken by the employee being a course relevant to the Corporation and/or the public service and approved by the Chief Executive Officer;

75.2.2 The time being taken at the convenience of the Corporation; and

- 75.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 75.3 Study time may be granted to both full and part-time employees. Part-time employees however shall be entitled to a pro-rata allocation of study time to that of a full-time employee.
- 75.4 Study time may be used for:
- 75.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 75.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - 75.4.3 Private study; and/or
 - 75.4.4 Accumulation, subject to the conditions specified in subclauses 75.6 to 75.9 of this clause.
- 75.5 Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 75.5.1 Face-to-Face - Employees may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - 75.5.2 Correspondence - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - 75.5.3 Accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 75.6 to 75.9 of this clause.
- 75.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Corporation.
- 75.7 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 75.8 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 75.9 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 75.10 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 75.11 Correspondence Courses - Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 75.12 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 75.13 Repeated subjects - Study time shall not be granted for repeated subjects.

- 75.14 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 75.15 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 75.16 The period granted as examination leave shall include:
- 75.16.1 Time actually involved in the examination;
 - 75.16.2 Necessary travelling time, in addition to examination leave,

but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the employee.
- 75.17 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 75.18 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 75.19 All employees are eligible to apply and no prior service requirements are necessary.
- 75.20 Study leave shall be granted without pay, except where the Chief Executive Officer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Chief Executive Officer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 75.21 Where financial assistance is approved by the Chief Executive Officer for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 75.22 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Corporation may choose to identify courses or educational programmes of particular relevance or value and establish a Corporation scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SECTION 8 - OVERTIME

76. Overtime - General

- 76.1 An employee may be directed by the Chief Executive Officer to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 76.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 76.1.2 Any risk to employee health and safety,
 - 76.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 76.1.4 The notice (if any) given by the Chief Executive Officer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or

- 76.1.5 Any other relevant matter.
- 76.2 Payment for overtime shall be made only where the employee works directed overtime.
- 76.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement provided that, on the day when overtime is required to be performed, the employee shall not be required by the Chief Executive Officer to work more than 7 hours after finishing overtime or before commencing overtime.
- 76.4 Payment for overtime worked shall not be made under this clause if the employee is eligible, under any other industrial instrument, to:
- 76.4.1 Compensation specifically provided for overtime; or
- 76.4.2 Be paid an allowance for overtime; or
- 76.4.3 A rate of salary which has been determined as inclusive of overtime.

77. Overtime Worked by Day Workers

- 77.1 The provisions of this clause shall not apply to:
- 77.1.1 Employees covered by formal local arrangements in respect of overtime negotiated between the Chief Executive Officer and the Association;
- 77.1.2 Employees to whom overtime provisions apply under another industrial instrument;
- 77.1.3 Employees whose salary includes compensation for overtime; and
- 77.1.4 Employees who receive an allowance in lieu of overtime.
- 77.2 Rates - Overtime shall be paid at the following rates:
- 77.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the employee's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements apply;
- 77.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- 77.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 77.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 77.3 If an employee is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.
- 77.4 An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 77.5 Rest Periods
- 77.5.1 An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.

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

78. Overtime Meal Breaks

- 78.1 Employees not working flexible hours - An employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 78.2 Employee working flexible hours - An employee required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 78.3 Employees Generally - An employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

79. Overtime Meal Allowances

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

80. Rate of Payment for Overtime

An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 (as set out in the Crown Employees (Public Sector - Salaries 2016) Award and any variation or replacement award), as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Chief Executive Officer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.

81. Payment for Overtime Or Leave in Lieu

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

82. Calculation of Overtime

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

83. Provision of Transport in Conjunction With Working of Overtime

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

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

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

83.2 Arrangement of Overtime

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

83.3 Provision of Taxis

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

SECTION 9 - MISCELLANEOUS

84. Anti-Discrimination

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

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

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

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

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

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

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

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

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

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

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

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

85. Secure Employment

85.1 Objective of this Clause

The objective of this clause is for the Corporation to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the Corporation's

workforce, in particular by ensuring that any casual employees have an opportunity to elect to become full-time or part-time employees.

85.2 Casual Conversion

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

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

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

85.2.4 Any casual employee who does not, within four weeks of receiving written notice from the Chief Executive Officer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

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

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

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

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

85.2.7 Following an agreement being reached pursuant to paragraph 85.2.6, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to

an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

85.3 Work Health and Safety

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

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

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

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

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

85.4 Disputes Regarding the Application of this Clause

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

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

86. Existing Entitlements

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

87. Area, Incidence and Duration

- 87.1 This award removes any doubt that the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (380 I.G. 1292) and all variations thereof do not apply to the employees who are now covered under this award.
- 87.2 This award rescinds and replaces the Crown Employees (SASA Trustee Corporation) Award 2017 published 6 October 2017 (381 I.G. 969) and shall take effect from 1 July 2018 remain in force until 30 June 2019.

88. 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 2019 by a party to this Award.

PART B

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

Item No	Clause No	Description	Amount FFPP 1.7.2018
1	36.2	Exchanges	Actual cost
2	37.1	Room at home used as office	\$935 pa
3	40.1	First aid allowance	Per annum
		- Holders of basic qualifications	\$888 pa
		- Holders of current occupational first aid certificate	\$1,334 pa

Table 2 - Salary Rates

Clauses 3.14, 6 and 87.2

Grade	Salary rate from first full pay period on or after 1 July 2018 \$
STC Grade 4	79,645
STC Grade 5	88,450
STC Grade 6	93,848
STC Grade 7	100,494
STC Grade 8	108,009
STC Grade 9	114,357
STC Grade 10	123,749

P. M. Kite, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

(1428)

SERIAL C8815

**CROWN EMPLOYEES (TECHNICAL OFFICERS - TREASURY)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 2018/146866)

Before Chief Commissioner Kite

27 June 2018

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Technical Officers - Treasury) Award published 21 October 2016 (380 I.G. 1463) as varied, be rescinded on and from 27 June 2018.

P. M. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD
2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of employees.

(Case No. 2018/72700)

Before Chief Commissioner Kite

22 May 2018

AWARD

Clause No.	Subject Matter
1.	Title of Award
2.	Dictionary of Terms
3.	Aims of the Award
4.	Communication and Consultation
5.	ICAC Officer Classification and Salary Structure
6.	Basis of Employment
7.	Performance Management and Salary Increments
8.	Training and Development
9.	Redundancy and Redeployment
10.	Conditions of Employment
11.	Hours of Employment - Flexible Working Hours Scheme (FWHS)
12.	Flexible Work Arrangements (FWA)
12A.	Lactation Breaks
13.	Annual Leave
14.	Concessional Leave and Easter Thursday
15.	Long Service Leave (Extended Leave)
16.	Family and Community Service Leave and Carer's Leave
17.	Holy Days and Essential Religious Duties
18.	Leave Without Pay
19.	Military Leave
20.	Parental Leave
21.	Public Holidays
22.	Sick Leave
23.	Special Leave
23A.	Leave for Matters Arising from Domestic Violence
24.	Study Time and Examination Leave
25.	Travelling Time Compensation
26.	Overtime
27.	Performing Higher Duties
28.	Allowances and Loadings
29.	Investigators, Surveillance Officers and Technical Services Officers
30.	Secure Employment Test Case WHS Obligations
31.	Grievance and Dispute Resolution
32.	No Extra Claims
33.	Anti-Discrimination
34.	Salary Packaging
35.	Area, Incidence and Duration

Schedule 1 - ICAC Officer Classification Salary Rates
Schedule 2 - Allowance Rates
Schedule 3 - Casual Employees Entitlements

1. Title of Award

This Award will be known as the Independent Commission Against Corruption Award 2018.

2. Dictionary of Terms

Commission - the Independent Commission Against Corruption

ICAC - the Independent Commission Against Corruption

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

Executive - the ICAC's statutory officers and Executive Directors

Commissioner - the Commissioner of the ICAC

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

3. Aims of the Award

The Commission is a statutory body set up under the *Independent Commission Against Corruption Act 1988* to expose and minimise corruption in the NSW public sector. This Award documents the conditions of employment and the rights and obligations of management and staff that will help to achieve this objective.

This Award was negotiated by the ICAC Award Negotiation Committee comprised three staff, a Public Service Association industrial officer and three management representatives. Staff were consulted throughout the development of the Award and have agreed to this Award.

The Award aims to achieve the following outcomes:

- to improve the efficiency and productivity of the ICAC
- to enhance our culture of consultation
- to provide equitable remuneration and conditions of employment
- to provide information on conditions of employment in plain English
- to improve the development and utilisation of staff

We are committed to certain fundamental values in all our interactions with public sector agencies, other organisations, individuals and our staff. We will:

- advance the public interest at all times
- always act ethically and with integrity
- be fair, impartial and accountable in all our work
- strive for excellence in everything we do
- be tenacious and professional in pursuing our aim

respect each other and work collaboratively

preserve the ICAC's independence.

This Award rescinds and replaces all other industrial instruments except as referred to in this document.

4. Communication and Consultation

The Commission Consultative Group (CCG) is the formal mechanism for consultation and communication between staff and management on matters of policy and procedure.

Purpose - to improve performance through consultation leading to informed decision making.

Role - to consider issues of policy or procedure, with Commission-wide significance to staff, as referred by staff and management. Generally, the CCG provides a consultative forum for developing or reviewing policies, procedures, and/or recommendations as to final policy or procedure to the Commissioner or manager with delegated authority. Delegation to the CCG of decision-making power in suitable matters will also be an option for the Executive.

PSA representation - a PSA industrial staff representative.

Staff representation - there are five staff representatives, at least one of whom is a delegate of the PSA. Representatives are elected by secret ballot and are appointed for a period of two years.

The Executive representation - three Executive representatives are appointed by the Commissioner for a period of two years.

Operation - The CCG determines its own meeting procedure and charter of operation.

Other committees - The Access and Equity Committee, the Occupational Health and Safety Committee and the Classification Committee report to the Commissioner through the CCG. The CCG will ensure that these committees are appropriately structured and operate in accordance with relevant legislation, including that election procedures are appropriate, and that membership is balanced by gender and is representative of the staff

5. ICAC Officer Classification and Salary Structure

- (1) The ICAC Officer classification Grades 1 - 8 have regard to the following principles:
 - (a) work of equal value attracts equal remuneration a structure reflecting a composite weighting of the markets from which the Commission recruits its employees
 - (b) a structure which supports improved performance.
- (2) The ICAC Officer salary rates appear in Schedule 1 of this Award.
- (3) The salary structure has regard for equivalent work value and salaries in the following markets:

NSW public sector (Administrative & Clerical and Legal), Police/Investigator (NSW, Federal, Australian Crime Commission)

Private sector (Information Technology)
- (4) The CCG will examine the ICAC Officer classification system in order to consider the benefits of reducing the number of grades and salary points, improve opportunities for progression to positions at higher grades through the introduction of "soft barriers" or other measures, and other changes suggested by the Executive or staff.

- (5) The annual salaries of ICAC staff covered by this Award shall be adjusted by an increase of 2.5% from the first full pay period on or after 1 July 2017.

6. Basis of Employment

- (1) The employment of members of staff of the Commission is subject to s.104 of the *Independent Commission Against Corruption Act 1988*.
- (2) Members of staff of the Commission are appointed by the Commissioner and are taken to be employed by the Government of New South Wales in the service of the Crown but the Commissioner is, for the purposes of any proceedings relating to staff employed under s.104 held before a competent tribunal having jurisdiction to deal with such matters, taken to be the employer of the staff.
- (3) Persons employed under s.104 are appointed as a member of staff of the Commission at the discretion of the Commissioner and are subject to the control and direction of the Commissioner.
- (4) The basis of employment in the Commission is permanent (either full-time or part-time), that is, continuing employment subject to satisfactory work performance and conduct.
- (5) The Commission may engage employees other than permanent employees. These employees may be part-time, casual, fixed term or secondees and will be engaged when:
- (a) additional skills, expertise or experience in the current workforce are required and the position will not be required on an ongoing basis.
 - (b) a position is vacant because an employee is on approved leave of absence.
- (6) It is the intention of the parties that the Commission's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Commission prior to the initiation of any external action. Appointment to a position at the ICAC will involve a six months probationary period or such period as the Commissioner directs. The probationary period applies to permanent employees and non permanent employees who are employed for periods of greater than six months.
- (7) Satisfactory performance encompasses, but is not limited to:
- (a) satisfactory discharge of duties as incorporated in the individual performance agreement
 - (b) participation in corporate activities
 - (c) commitment to and participation in training and development opportunities.
- (8) Satisfactory conduct encompasses, but is not limited to:
- (a) observing the law
 - (b) observing Commission policies and procedures
 - (c) observing ethical standards of behaviour as set out in the Commission's Code of Conduct.
- (9) Subject to section 104 of *Independent Commission Against Corruption Act 1988*, the Commission will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.
- (10) Recruits may decide to be seconded to a permanent position or come to the Commission on Leave Without Pay from their substantive employer. Where a recruit decides to do this, the Commission requires a minimum period of employment of two years. Further extensions of no less than one year, provided performance and conduct are satisfactory, will be considered. Staff currently on secondment or leave without pay may apply to resign from their substantive employment and join the Commission as a

permanent member of staff in their current job, provided performance and conduct are satisfactory and, where possible, three months' notice is given. This opportunity is not available to temporary employees.

- (11) A temporary employee may be directly appointed to a permanent position if the employee has filled that position for two years on a temporary basis and was initially recruited under merit selection.
- (12) Resignation - 4 weeks notice in writing is required unless the Commission agrees to a lesser period of notice.
- (13) Termination of employment - 4 weeks notice shall be given by staff; or in lieu of notice, the Commission may grant payment in lieu.
- (14) Casual employees shall receive leave entitlements as referred to in Schedule 3 of this Award.

7. Performance Management and Salary Increments

- (1) The aims of the Commission's performance management system are:
 - (a) to establish a climate of continuous improvement within the Commission
 - (b) to match individual staff performance objectives with Commission performance objectives and Corporate and Strategic Plans
 - (c) to provide a process that ensures honest communication between staff and supervisors about the work they do, how it is done and how performance is measured
 - (d) to ensure the identification of training and development needs are in line with requirements of the individual and the Commission.
- (2) The Commission's performance management system is based on an annual performance agreement between staff and their supervisor. The annual performance agreement sets out the agreed outcomes to be measured and how these outcomes will be measured (i.e. performance measures).
- (3) There are stages to be completed each year for the Commission's performance management system, which will occur at a common time for all employees, these stages are outlined in the Commission's policy on performance management.
- (4) Progression through the salary points in the ICAC Officer range is based on performance under the Commission's performance management system. The Annual Review, which occurs in June each year, includes an overall assessment of performance.
- (5) All staff have a common increment date of 1 July and their increment will be eligible for payment in the first full pay period commencing on or after 1 July each year, subject to satisfactory performance under the Commission's performance management system.
- (6) The minimum period of service required before consideration for an increment would be 4 months subject to completion of a Performance Agreement within 6 weeks of appointment or promotion.
- (7) Procedures for managing poor performance will include:
 - (a) the implementation of a 3 month performance improvement plan, with a further extension of 1 month if performance remains unsatisfactory.
 - (b) the deferral of an increment following unsatisfactory performance will create a new increment anniversary date for that year. If performance is maintained at a satisfactory level for at least a 4 month period, prior to the common increment date of 1 July, the staff member, similar to other staff, may be considered for an increment at that time. If the period of satisfactory performance and issuing of a new increment date is less than four months prior to the common increment date then the staff member will only receive an increment on their new increment date and will not be

entitled to another increment at the common increment date. If performance is maintained at a satisfactory level, it will not be until the subsequent year that the common increment date will once again become applicable.

8. Training and Development

- (1) The Commission is committed to providing training and development activities that aim to increase the skills, knowledge and experience of staff. The activities provided include:
 - (a) job relevant training
 - (b) refresher courses
 - (c) new skills training
 - (d) participation in corporate activities
 - (e) opportunities to do work at a similar or higher grade within the Commission, or on secondment to other agencies
 - (f) transfer, promotion or secondment opportunities
 - (g) training where performance has been identified as inadequate
 - (h) other career development opportunities relevant to the work of the Commission.
- (2) The CCG will oversee the implementation of the Commission's Training and Development Policy, taking into account:
 - (a) the needs of all employees
 - (b) access is fair and in line with EEO principles
 - (c) corporate or Unit planning or training arising out of the Commission's performance management program
 - (d) the level of resources needed in implementing the program and the most effective way of using those resources.

9. Redundancy and Redeployment

Staff and management are covered by the provisions of the NSW Department of Premier and Cabinet's 'Managing Excess Employees' Policy and directions for redundancy and redeployment.

10. Conditions of Employment

- (1) The conditions of employment are set out in this Award and include compliance with the Commission's General Policies and Procedures. The Commission's General Policies and Procedures are to be read as amended and in force at the date under consideration. To the extent of any inconsistency between the Commission's General Policies and Procedures and the Award, the conditions of the Award shall prevail.
- (2) The ICAC's conditions of employment are based on NSW public service conditions at the date of the making of this Award. Changes in public service Awards and/or conditions of employment that occur after the making of this Award will be referred to the CCG for consideration and possible recommendation to the Commissioner. If it is decided they should apply, this Award will be varied in accordance with the *Industrial Relations Act 1996*.

- (3) In setting conditions of service for staff of the Commission regard will be given to the provisions of the current Crown Employees (Public Service Conditions of Employment) Award.
- (4) If conditions of employment for staff of the Commission are not covered by this Award then the provisions of the current Crown Employees (Public Service Conditions of Employment) Award will be referred to. Any changes to conditions of service will be made in consultation with the CCG. Where they differ, for example in relation to Surveillance Officer conditions, they are defined in policy documents held at the ICAC.
- (5) Staff transferring to the Commission from other NSW public sector agencies may be able to transfer some of their existing entitlements to the Commission consistent with NSW public sector mobility provisions. However, the transfer of annual leave entitlements is restricted to a maximum of 5 days. This restriction of a maximum of 5 days of leave does not apply to the transfer of other types of leave entitlements to the Commission.

11. Hours of Employment - Flexible Working Hours Scheme (FWHS)

- (1) The Commission operates under a Flexible Working Hours Scheme as follows. This clause must be read in conjunction with the Commission's Flexible Working Hours Policy (Policy 31) as is in force at the relevant time. The provisions of this clause prevail to the extent of any inconsistency with the policy.
- (2) Purpose - to improve organisational performance and to provide the Executive and employees with flexibility in arranging working hours.
- (3) Principles - In order that staffing levels are sufficient to meet operational requirements, the Guarantee of Service and performance standards, management and staff are committed to ensuring that:
 - (a) decisions regarding working hours will be made taking into account the requirements of the particular Division, Section or team and the Commission
 - (b) decisions regarding working hours will be made between an employee and their direct supervisor based on consultation and negotiation
 - (c) supervisors will notify staff of the need to change hours as soon as practicable
 - (d) staff will give reasonable notice of request for flex leave.
- (4) The provisions of this clause shall apply to part time staff on a pro rata basis.
- (5) Surveillance Officers - Management recognises the need for greater flexibility in managing the flexible working hours' scheme for Surveillance officers and allows for variations in recognition of the employment situation of surveillance staff, which are referred to in the Flexible Working Hours policy.
- (6) Ordinary hours of work - 7 hours/day, 35 hours/week, Monday to Friday.
- (7) Commission's daily hours of business - 9 am to 5 pm.
- (8) Daily period in which work is to be performed (bandwidth) - 7.30 am to 7.00 pm. This period may be varied with the agreement of staff and their supervisor to meet Commission or staff needs. If the bandwidth is altered, flex is accrued after 7 hours work (excluding meal breaks) and overtime after 11.5 hours from the start of the altered bandwidth.
- (9) Minimum hours to be worked each day - 5 hours. Minimum hours may be varied temporarily by agreement of the staff member and their Executive Director in exceptional circumstances.
- (10) Maximum hours to be worked each day - 10, unless approved otherwise.
- (11) Meal break - Minimum of 30 minutes every 5 hours. Surveillance Officer meal breaks and the payment of meal allowances are defined in a policy document held at the ICAC.

- (12) Flex Period - 140 hours (4 weeks), which are the contract hours for a full time employee.
- (13) Maximum Flex Leave that can be taken in any financial year - 26 days (182 hours). This includes both flex and banked flex leave.
- (14) Carry over credit at end of Flex Period - up to 21 hours.
- (15) Carry over debit at end of Flex Period - up to 10 hours. Debits in excess of 10 hours must be offset by an application for Annual Leave.
- (16) Flex Leave (FL) and Banked Flex Leave (BFL) that can be taken in a Flex Period - 21 hours. Staff are expected to take Flex leave and or banked flex leave as either a half day (3.5 hours) or a full day (7 hours). Part time employees may take a pro rata amount equivalent to the hours worked on a specific day. Flex Leave may be taken at the beginning and/or end of a period of other leave.
- (17) Banked Flex Leave - Working hours in excess of the 21 hour carry over credit may be banked. The maximum hours to be banked is up to 21 hours. The minimum amount of banked flex leave that can be used is 3.5 hours. BFL may be taken in conjunction with Flex leave and at the beginning and/or end of a period of other leave.
- (18) Flex Record - Staff must maintain current and accurate records of their working hours on the Timekeeper system. Data from the Record will be analysed from time to time.
- (19) Where a staff member has accrued 6 weeks recreation leave (over 30 days), unless otherwise authorised by their Director, flex leave, including banked flex leave can only be taken in situations where at least one day of recreation leave has been applied for and approved within the flex period. If, however recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

12. Flexible Work Arrangements (FWA)

- (1) This Award aims to provide assistance to staff in balancing their personal and work commitments. This enables the Commission to be more flexible in the delivery of its services and to improve the satisfaction of staff. FWA will only be available with the agreement of management. All conditions of employment in this Award apply to part time staff on a pro-rata basis.
- (2) The following FWA are available:
 - (a) Permanent Part-time Employment - enables staff to permanently work hours which are less than the full-time weekly hours of their position.
 - (b) Part-time Leave Without Pay - enables staff to work on a part-time basis for a period of time, either by cutting hours in their current position or by doing other duties. At the end of the period they return to full-time work.
 - (c) Part Year Employment - enables staff to work for an agreed number of weeks per year, with an agreed number of unpaid weeks.
 - (d) Job Sharing - enables a job to be shared by two or more staff. They may be employed on a part-time basis or may be full-time employees taking part-time leave without pay.
 - (e) Working at home - Staff may work at home from time to time if it is an efficient and effective way of working and the outcomes to be achieved are agreed to by their supervisor. The documented security policies and procedures relating to this provision must be adhered to at all times.
- (3) A permanent member of staff originally employed on a full-time basis and currently working in a FWA has the right to return to full-time employment. In such a case they will be paid at their substantive

salary level but may not be able return to the work carried out before entering the FWA in accordance with the ICAC Policy.

12A. Lactation Breaks

- (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.
- (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.
- (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.
- (4) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- (5) The Commission shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (6) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (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.
- (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 22, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 11, Hours of Employment - Flexible Working Hours Scheme (FWH) of this award, where applicable.

13. Annual Leave

- (1) Staff are entitled to 20 working days/140 hours of annual leave per year. Annual leave accrues at the rate of 1.67 working days/11.62 hours per month and may be taken in periods of not less than ¼ day. At least 10 days annual leave must be taken each financial year. To enable better planning of annual leave and flex and banked flex leave, and to ensure better availability of staff throughout the year, staff undertake to manage their annual leave to give the Commission maximum notice of their wishes. The Commission, will, wherever possible, meet the leave requirements of staff; however, the taking of annual leave is subject to Commission convenience.
- (2) An annual leave entitlement does not accrue during any periods of unpaid leave except for periods of sick leave without pay.
- (3) Staff annual leave balances at 30 June each year can accrue to a maximum of 30 working days/210 hours unless an approval to conserve annual leave has been granted by the relevant director. The taking of flex leave can be affected by annual leave balance in excess of 30 days. Refer to clause 11, Hours of Employment - Flexible Working Hours Scheme (FWH).

14. Concessional Leave and Easter Thursday

- (1) Concessional Leave: At Christmas, where the Premier grants concessional leave, the Commissioner may make a similar grant to Commission staff provided that adequate service to the public is maintained. Advice to staff on whether the leave is available, as well as the relevant conditions, will be provided at least two weeks prior to Christmas each year.
- (2) Easter Thursday: The Commissioner may grant access to an additional ½ day flex leave on the afternoon of Easter Thursday in the flex period in which Easter Thursday falls, provided that adequate service to the public is maintained. In order to be able to take the additional ½ day of flex leave the staff member must have enough flex time accrued during the flex period to ensure he/she does not go into debit of more than 10 hours at the end of the flex period.

15. Long Service Leave (Extended Leave)

- (1) The ICAC long service leave entitlements are:
 - (a) Long Service Leave (LSL) entitlement after 10 years service - 2 months (44 working days) on full pay and 11 working days for every year of service thereafter. LSL may be taken at half pay.
 - (b) LSL entitlement after 7 years service - staff with 7 years or more service will be entitled to take (or be paid out on resignation) LSL in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted. No repayment will be required if a staff member does not reach 10 years service.
 - (c) LSL entitlement after 5 years service but less than 7 years service - If the ICAC terminates employment for reasons other than serious and intentional misconduct, or, staff leave on account of illness, incapacity or domestic or other pressing necessity, staff are entitled to 1 month's LSL for 5 years service plus a pro-rata rate for service of between 6 and 7 years.
 - (d) LSL on Double Pay - A staff member with an entitlement to LSL may elect to take leave at double pay. The additional payment will be made as a superable, taxable allowance for employees covered by the *First State Superannuation Act 1992* and members of another complying fund of their choice. The double payment is not superable for members of the closed NSW Public Sector Superannuation Schemes, which are established by the *Police Regulation (Superannuation) Act 1906*, the *State Authorities Non-Contributory Superannuation Act 1987*, the *State Authorities Superannuation Act 1987* and the *Superannuation Act 1916*.

The staff members leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance. Other leave entitlements, e.g. recreation leave, sick leave and LSL will accrue at the single time rate where a staff member takes LSL at double time. Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at the single time rate. Where a staff member elects to take LSL at double pay, in most cases a minimum period of absence of one week should be taken, i.e. one week leave utilising two weeks of accrued leave.
- (2) Public holidays that fall whilst a staff member is on a period of LSL will be paid and not debited from a staff member's LSL entitlement. In respect of public holidays that fall during a period of double pay LSL a staff member will not be debited in respect of the leave on a public holiday. The staff member's leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- (3) Service for LSL purposes - The following service with public sector agencies may count for LSL purposes, depending on the agency:
 - (a) permanent and temporary work periods of employment with the ICAC under the *Independent Commission Against Corruption Act 1988*.
 - (b) continuous service with agencies under the *Government Sector Employment Act 2013* and as defined by the Department of Finance, Services and Innovation, NSW Industrial Relations

Executive Director. This generally includes service with the NSW public sector, some agencies in the Commonwealth and other states. Where the break in service between a public sector agency and starting work with the ICAC is less than two months, this previous employment may be able to be recognised for LSL purposes providing that the offer of employment with the Commission was accepted with the Commission prior to resignation.

16. Family and Community Service Leave and Carer's Leave

- (1) Family and Community Service Leave (FACSL) - staff may be granted FACSL for reasons relating to unplanned and/or emergency situations associated with:
 - (a) their family responsibilities
 - (b) their performance of community service duties
 - (c) pressing necessity.
- (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 including organising and attending to funeral arrangements;
 - (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 Commissioner considers the granting of family and community service leave to be appropriate in a particular case;
 - (f) 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;
 - (g) Absence during normal working hours to attend meetings, conferences or to perform other duties for staff members holding office in Local Government 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.
- (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.
- (4) FACS leave can be used for carer's responsibilities to care for an ill family member as defined below. In this situation, FACS leave does not need to be unplanned or an emergency however, FACS leave needs to be exhausted prior to carer's leave being accessed to care for an ill family member. Refer to carers leave for further explanation.
- (5) A family and relative of a staff member for these purposes is:
 - (a) Your child
 - (b) The child of your current or former husband, wife, de facto opposite or same sex partner
 - (c) Any adult who you are the legal guardian of

- (d) Any 'immediate family member'. This means any of the following:
 - (i) Your current or former husband, wife, de facto opposite or same sex partner,
 - (ii) Your grandchild or the grandchild of your current or former husband, wife, de facto opposite or same sex partner,
 - (iii) Your parent or the parent of your current or former husband, wife, de facto opposite or same sex partner,
 - (iv) Your grandparent or the grandparent of your current or former husband, wife, de facto opposite or same sex partner,
 - (v) Your brother or sister or the brother or sister of your current or former husband, wife, de facto opposite or same sex partner.
- (6) Family and community service leave shall accrue as follows:
 - (a) 2-1/2 days in the staff member's first year of service;
 - (b) 2-1/2 days in the staff member's second year of service; and
 - (c) 1 day per year thereafter.
- (7) Part time staff will accrue at a pro-rata amount.
- (8) Where FACSL is exhausted, two additional working days FACSL may be granted on a discrete per occasion basis on the death of a person defined above.
- (9) Carer's Leave (CL) - Where FACSL is exhausted, unused sick leave may be granted to staff responsible for the care of an ill family member using the above definition of family member.
- (10) The sick leave that can be accessed is:
 - (a) unused sick leave from the previous 3 years.
 - (b) access to additional sick leave accumulated from eligible service may be granted in special cases.
- (11) When applying for CL staff must supply:
 - (a) a medical certificate or Statutory Declaration for periods greater than 2 consecutive working days.
 - (b) details of the name of the person being cared for, their relationship with that person, the reason for that period of leave.
 - (c) the exact nature of the illness does not need to be disclosed.
- (12) The use of CL will be managed in the same way as sick leave, with evidence and medical certificates being required when applying for carers leave for takings in excess of two consecutive days.
- (13) Where FACSL and CL are exhausted, time off in lieu of overtime or travelling compensation or flex time, annual, LSL and leave without pay may be granted.

17. Holy Days and Essential Religious Duties

- (1) Staff of any religious faith who need leave for the purpose of observing holy days of that faith may be granted available paid or unpaid leave provided that adequate notice is given.

- (2) Staff of any religious faith who need time off during daily working hours to attend to essential religious duties of that faith may use the provisions of the Flexible Working Hours Scheme.

18. Leave Without Pay

- (1) Staff may be granted periods of leave without pay in excess of 2 months after 2 years employment with the Commission. The maximum period that may be granted in this case is 12 months subject to special approval by the Commissioner. Staff taking 12 months LWOP must return to work for the Commission for a minimum of 2 years before further LWOP is granted.
- (2) 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.
- (3) No paid leave shall be granted during a period of leave without pay.

19. Military Leave

- (1) Staff who are volunteer, part-time members of the Defence Forces may be granted military leave on full pay to attend training, education, instruction and compulsory parades. The grant each financial year is:
 - (a) Navy Reserve - up to 24 calendar days
 - (b) Army Reserve - up to 24 calendar days
 - (c) Air Force Reserve - up to 28 calendar days
- (2) The Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- (3) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified may be granted Military Leave Top up Pay by the Commissioner. 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.
- (4) During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and the Commission is to continue to make superannuation contributions at the normal rate.

20. Parental Leave

- (1) Parental leave includes maternity, adoption and "other parent" leave.
- (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:
 - (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (c) 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.
- (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:

- (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
 - (c) 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.
- (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:
- (a) 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;
 - (b) 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 (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (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:
- (a) Applied for parental leave within the time and in the manner determined set out in subclause (10) of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (i) in advance as a lump sum; or
 - (ii) fortnightly as normal; or
 - (iii) fortnightly at half pay; or
 - (iv) a combination of full-pay and half pay.
- (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:
- (a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) 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;
 - (c) 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.
- (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:

- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the 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.
- (8) Except as provided in subclauses (5), (6) and (7) of this clause parental leave shall be granted without pay.
- (9) Right to request
- (a) A staff member who has been granted parental leave in accordance with subclause (2), (3) or (4) of this clause may make a request to the Commissioner to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of 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.
 - (b) The Commissioner shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Commissioner's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (10) Notification Requirements
- (a) When the Commission is made aware that a staff member or their spouse is pregnant, or is adopting a child, the Commission must inform the staff member of their entitlements and their obligations under the award.
 - (b) A staff member who wishes to take parental leave must notify the Commission in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take parental leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause (9) of this clause.
 - (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (i) the date on which the parental leave is intended to start, and
 - (ii) the period of leave to be taken.
 - (d) Staff member's request and the Commissioner's decision to be in writing
- The staff member's request under paragraph (9)(a) and the Commissioner's decision made under paragraph (9)(b) must be recorded in writing.

- (e) 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 Commission 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 Commissioner agrees.
 - (f) A staff member on maternity leave is to notify the Commission of the date on which she gave birth as soon as she can conveniently do so.
 - (g) A staff member must notify the Commission as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (h) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commission and any number of times with the consent of the Commission. In each case she/he must give the Commission at least 14 days notice of the change unless the Commissioner decides otherwise.
- (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 (9) of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
 - (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.
 - (13) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
 - (14) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Commission) must be given.
 - (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.
 - (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.
 - (17) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
 - (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - (b) the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - (c) 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.
 - (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 Commission, 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.

- (19) If such adjustments cannot reasonably be made, the Commissioner must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- (20) Communication during parental leave
 - (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commission 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 staff member held before commencing parental leave; and
 - (ii) 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.
 - (b) The staff member shall take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
 - (c) The staff member shall also notify the Commissioner of changes of address or other contact details which might affect the Commission's capacity to comply with paragraph (a) of this subclause.

21. Public Holidays

The provisions of the Banks and *Banks Holidays Act* 1912 apply and provide for the following public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Christmas Day, Boxing Day or such other public holidays that are proclaimed. The Public Service Holiday is to be taken on a day determined by the Commissioner between Christmas Day and New Year's Day.

22. Sick Leave

- (1) Staff members at the time of the Award variation will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
 - (a) At the commencement of employment with the Public Sector, a full time staff member is granted an accrual of 5 days sick leave providing this does not exceed the amount that would normally accrue over their period of employment. This also applies to temporary employees.
 - (b) After the first four months of employment, a full time staff member shall accrue sick leave on a daily basis at the rate of 1.25 working days per month for the balance of the first year of service.
 - (c) After the first year of service, the staff member shall accrue sick leave on a daily basis at the rate of 15 working days per year of service.
- (2) Payment during the initial 3 months of employment with the Commission - Paid sick leave which may be granted to a staff member, in the first 3 months of employment shall be limited to 5 days paid sick leave, unless the Executive Director approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of employment shall be supported by a satisfactory medical certificate.
- (3) Paid sick leave shall not be granted during a period of unpaid leave.

- (4) Any leave not taken is accumulated. Once sick leave with pay is exhausted, sick leave without pay may be granted.
- (5) Medical certificates must be provided for periods of sick leave in excess of 2 consecutive working days, taken on a strike day, consecutively with a public holiday and any time after giving notice of resignation or termination. If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Executive Director will advise them in advance.
- (6) A staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness/medical certificate to their Manager. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to their manager for each occasion absent for the balance of the calendar year.
- (7) As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness/medical certificate that only covers the latter part of the absence, they can be granted sick leave for the whole period if the manager is satisfied that the reason for the absence is genuine.
- (8) 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 by the Human Resources Section.
- (9) If a staff member who is absent on recreation leave and/or extended leave, furnishes to their manager a satisfactory medical certificate in respect of an illness of five or more than five working days in duration, which occurred during the period of leave, their manager may, subject to the provisions of this clause, grant sick leave to the staff member.
- (10) Normal sick leave conditions, such as the requirement to furnish medical certificates pertain to sick leave without pay. Sick leave without pay will count as service for the accrual of paid sick leave and recreation leave otherwise it is treated similar to LWOP.

23. Special Leave

- (1) Special leave is paid leave, which applies to activities regarded as for Commission purposes and which are not covered by other forms of leave. Examples of when special leave may be granted are:
 - (a) for jury service, subject to the provision of a certificate of attendance,
 - (b) where staff are subpoenaed or called as a witness by the State, Territory or Commonwealth,
 - (c) some trade union activities with the prior approval of the Commissioner,
 - (d) other instances determined by the Commissioner.

23A. Leave for Matters Arising from Domestic Violence

- (1) The definition of domestic violence is found in clause 2 of this award.
- (2) Leave entitlements provided for, Family and Community Service Leave, Sick Leave and Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- (3) Where the leave entitlements referred to in subclause 23.2 are exhausted, Department Heads shall grant Special Leave.
- (4) The Department Head will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

- (5) Personal information concerning domestic violence will be kept confidential by the agency.
- 6) The Department Head, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

24. Study Time and Examination Leave

- (1) The Commission encourages staff to undertake further study to enhance their skills and provides assistance in the form of study time and examination leave for approved part-time courses of study. An approved course is one that develops or enhances a staff member's skills and assists them to carry out their duties in the Commission.
- (2) Study Time - Is available for: attendance at lectures, tutorials, residential schools, field days etc, where these are held during working hours; necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and private study.
- (3) 30 minutes study time is granted for each hour of lecture and/or tutorial attendance, up to a maximum of four hours per week (inclusive of travel time). The grant is the same for correspondence courses for which time granted will be calculated on the basis of the equivalent face-to-face course.
- (4) Block periods of study time may be granted for the research and thesis component of higher degrees, qualifying studies for admission to higher degrees, or honours studies on the following basis:
 - (a) where a course at any level involves a thesis or major project as well as course work, the usual study time would be granted for the course work, and ten days study time for the thesis/major project component;
 - (b) for qualifying studies entirely by thesis the grant is 10 days;
 - (c) for masters degree studies by research and thesis only, the total grant is:
 - (i) 25 days for courses of 2 years minimum duration;
 - (ii) 35 days for courses of 3 years minimum duration.
 - (d) for doctoral studies, the total grant for the full duration of the course is 45 days.
- (5) Examination Leave - Up to 5 days per year is available for the time actually involved in attending an examination as well as necessary travelling time during working hours. It is not available where an examination is conducted within normal class timetables during the term/semester and study time has already been granted.

25. Travelling Time Compensation

- (1) Staff, except Surveillance Operatives, who undertake approved travel to a location other than the Commission's head office to perform their work, may be compensated for the travelling time involved if it is additional to their normal travel time to and/or from head office:
 - (a) Travel during bandwidth: is regarded as normal working hours, less normal travelling time.
 - (b) Travel outside bandwidth: is paid at the normal hourly rate, less normal travelling time.
 - (c) Waiting time: will be paid, less one hour, unless overnight accommodation is involved.
- (2) Periods of travelling time of less than 15 minutes; where sleeping facilities are provided; and where staff stop travelling for meal breaks, are not eligible for compensation.

- (3) At the Executive Director's discretion, a staff member may be compensated for such time either by:
- (a) Payment calculated at staff's current rate of pay with a maximum rate of the 1st Year Rate of ICAC Officer Grade 3; or
 - (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- (4) Time in Lieu is calculated at the Same Rate as Payment.

26. Overtime

- (1) ICAC Officers Grade 1-6 - who are directed to work outside of the Flex Bandwidth shall be paid overtime at the rate of:
- (a) Monday to Saturday
 - 150% (time and a half) for the first 2 hours and
 - 200% every hour thereafter.
 - (b) Sunday
 - 200% (double time)
 - (c) Public Holidays
 - (i) Monday to Friday:
 - 250% (double time and a half - includes normal salary rate) during bandwidth
 - 250% (double time and a half) after bandwidth
 - (ii) Saturday and Sunday:
 - 250% (double time and a half)
- (2) Overtime is paid at staff's current rate of pay up to a maximum rate of Grade 5, Level 5. A minimum of 3 hours payment will be paid for overtime worked on weekends and public holidays or when staff are called back to duty. Time in lieu may be granted instead of payment. Time in lieu is calculated at the same rate as payment.
- (3) A Meal Allowance may be paid when an expense is actually incurred in obtaining a meal and staff ceased work for at least 30 minutes before or during the period of overtime (meal breaks during overtime are not to be counted as overtime). The Meal Allowances rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of overtime meal allowances.
- (a) Breakfast, when required to start work at or before 6 am
 - (b) Lunch, on any Saturday, Sunday or Public Holiday when required to start before or at 8.30 am and until 1.30 pm or later; or, at or after 8.30 am and until 2 pm or later
 - (c) Dinner, when required to work beyond 7.30 pm.
- (4) ICAC Officers Grade 7-8 - are not entitled to the payment of overtime. However, where, in the opinion of the staff member's manager, ICAC Officers Grade 7-8 work excessive additional hours, their manager may approve compensation of not more than 7 hours leave in lieu to be taken within three months of the leave being granted.

- (5) Investigations Staff Overtime Allowance - Investigators, Financial Investigators, Senior Investigators, Special Investigators (Financial and also Technical), Technical Operative, Surveillance Operatives and Surveillance Team Leader are paid an Overtime Allowance in lieu of overtime payments for overtime worked on weekdays. Overtime will be paid as per this clause for work on weekends and public holidays (including those which fall on weekdays). The allowance forms part of overall remuneration and is:
- (a) Investigators/Financial Investigators/Surveillance Operatives 9.1%
 - (b) Senior Investigators/Special Financial/Technical Investigators/Surveillance Team Leader 8.7%

27. Performing Higher Duties

- (1) Where staff are directed to perform the duties of a higher grade position, in addition to the experience gained performing those duties, an allowance will be paid in the circumstances described here.
- (2) The allowance will be calculated by the difference between staff member's current salary and the nearest salary point of the ICAC Officer Grade of the position being acted in. Payment of the allowance will be as follows:
 - (a) 10 working days or less - No payment
 - (b) 11 or more working days - 100% difference for the full period, except if the staff member does not undertake all the duties and responsibilities of the higher position, a percentage of the difference is paid as agreed between the staff member and his/her manager.

28. Allowances and Loadings

- (1) Annual Leave Loading (ALL)
 - (a) Each year, in the first pay period in December, staff will be eligible to be paid an ALL of 17.5% of the monetary value of up to four weeks Annual Leave accrued in the prior period of 1 December to 30 November. New staff will be paid a pro-rata allowance based on Annual Leave accrued from their entry on duty to 30 November.
 - (b) The maximum rate at which ALL is calculated is the 5th Year rate of ICAC Officer Grade 7. ALL is not paid on resignation or dismissal but is paid on retirement and redundancy.
- (2) Associate's Allowance

Staff trained to be Associates will receive the allowance referred to in Schedule 2 of this Award. The allowance will be paid fortnightly to Associates for recognition of annual training and being available to work as an Associate. A daily sitting fee will also be paid for each day of hearings. The allowance will be increased in line with the salary increases prescribed in this Award.
- (3) Community Language Allowance

Staff appointed as language aides under the Community Language Allowance Scheme (CLAS) will be paid the allowance referred to in Schedule 2 of this Award. An annual review of whether the payment of the allowance is still applicable will occur on the anniversary of receiving the allowance. The allowance will be increased in line with the salary increases prescribed in this Award.
- (4) First Aid Allowance
 - (a) Staff appointed as First Aid Officers will be paid the allowances appearing in Schedule 2 of this Award. These allowances will increase in line with the salary increases prescribed in this Award. The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds one week.

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

(5) Incidents Allowance

A 12.2% Incidents Allowance is payable to Surveillance Officers and Surveillance Team Leader in compensation for change of shift; alteration of bandwidth; shift allowance; on-call allowance for days rostered off; and, on-call allowance for days rostered days on.

(6) Travel Allowances - Accommodation, Meals and Incidentals

- (a) The parties agree that the arrangements for travel and meal allowances provided in this clause are to apply to ICAC staff only and do not constitute a precedent for any other department or agency.
- (b) Staff who undertake approved travel to perform their work are entitled to payment of a Travel Allowance to cover costs of accommodation, meals and incidentals, where such expenses are reasonably and necessarily incurred. The Allowance rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of these allowances. The Commission, rather than the staff member, will book and pay for the accommodation in lieu of paying an allowance to the staff member unless it is not conducive to the conduct of a particular investigation.
- (c) When it is necessary for a staff member to make his/her own arrangements for accommodation, where practicable, he/she shall obtain prior approval for such arrangements and the Commission may elect to pay the provider directly. Surveillance Operatives are exempt from this rule and would have their own policy.
- (d) Travel involving an overnight stay when accommodation is provided free of charge, a daily allowance for incidentals as set by the Australian Taxation Office will be paid.
- (e) For travel involving no overnight stay no meal allowance will be paid. Surveillance Operatives are excluded from this clause and have their own policy regarding the payment of meal allowances for one day journeys. If an exception is made by the Commissioner or his/her delegate due to operational considerations, then meals only may be paid at the rate set from time to time by the Australian Taxation Office.
 - (i) Breakfast, when required to commence travel at or before 6.00 am
 - (ii) 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 Commission's office at the time of taking the normal lunch break
 - (iii) Dinner, when required to travel after 7.30 pm.
- (f) Overseas Travel will be at the rate specified from time to time by the Australian Taxation Office as the reasonable limit.

(7) Motor Car allowances

- (a) Where ICAC motor cars are not available, there is no convenient public transport and a car is necessary, approval may be given to staff to use their own motor car for official business. The allowance rates are determined by the Department of Premier and Cabinet. Current allowances appear in Schedule 2 of this Award.
- (b) Where other transport is available but staff elect and the ICAC authorises, staff may use their own car. The specified journey rate applies up to the cost of the public transport alternative.

29. Investigators, Surveillance Officers and Technical Services Officers

- (1) An investigator, financial investigator, senior investigator, special investigator (financial), education, training and project officer, special investigator (technical), surveillance operative, the surveillance team leader and the technical operative employed by the ICAC at the time of making this award shall retain all entitlements under the award.
- (2) The parties agree to consider the role and work of investigators, financial investigators, senior investigators, special investigators (financial) special investigator (technical), surveillance operatives, the surveillance team leader and technical operatives and the manner of their remuneration.

30. Secure Employment Test Case - WHS Obligations

- (1) For the purposes of this clause, the following definitions shall apply:
 - (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust 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.
- (2) If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business).
 - (a) consult with employees of the labour hire business and/or contract business regarding the work 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.
- (3) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (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 procedures of this Award.
- (5) This clause has no application in respect to 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.

31. Grievance and Dispute Resolution

- (1) These procedures are separate to the ICAC Grievance Policy for matters not related to this Award.
- (2) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (3) A staff member or persons engaged under clause 30 may notify verbally or in writing their immediate supervisor, manager, grievance officer or union, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (4) The immediate manager 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.
- (5) If the matter remains unresolved with the immediate manager, the staff member or persons engaged under clause 30 may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.
- (6) If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (7) A staff member, at any stage, may request to be represented by their union.
- (8) The staff member, or persons engaged under clause 30 or the union on their behalf, or the Commission may refer the matter to the New South Wales Industrial Relations Commission or another appropriate external agency if the matter is unresolved following the use of these procedures.
- (9) The staff member, union, and the Independent Commission Against Corruption shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

32. 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 2019 by a party to this Award.

33. Anti-Discrimination

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

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

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

34. Salary Packaging

The Commission supports the provision of salary packaging for non-SES staff. The range of items and the terms of salary packaging is in accordance with the Department of Premier and Cabinet's Guidelines and are set out in the ICAC Salary Sacrificing Info page located on the ICAC's Intranet.

35. Area, Incidence and Duration

- (a) This Award applies to all employees permanently, casually or temporarily employed under the ICAC Act. The Award does not apply to the ICAC Executive.
- (b) This Award rescinds and replaces the Independent Commission Against Corruption Award published 18 August 2017 (381 I.G. 504) and shall take effect from 1 July 2018 and remain in force until 30 June 2019.

SCHEDULE 1 - ICAC OFFICER CLASSIFICATION SALARY RATES

ICAC GRADE	FFPP 1.7.18 \$
1A	54,265
	55,458
	57,369
	58,807
	60,239
1B	61,199
	62,865
	64,779
	66,454
	68,130
1C	67,888
	69,561
	71,473
	73,146
	75,535

2	76,973 78,646 80,798 83,424 85,342
3	87,730 90,118 92,033 94,899 97,291
4	99,442 101,833 104,944 107,810 110,684
5	112,825 115,455 118,805 122,629 125,498
6	126,214 130,037 132,674 136,018 140,324
7	138,410 140,557 142,951 145,101 150,598
8	147,493 151,554 155,379 159,202 163,263

SCHEDULE 2 - ALLOWANCE RATES

(1) Associate's Allowance, Community Language Allowance Scheme and First Aid Allowance

Allowance	FFP 1.7.18 \$
Associate's Allowance subclause 28(2)	
- Total allowance payable in 12 month financial period not to exceed	6,501 pa
- 50% allowance payable to approved staff members on basis of training and availability	3249 pa
- Daily Rate	81.25 pd
Community Language Allowance Scheme subclause 28(3)	1413 pa
Alarm Allowance	4427 pa
First Aid Allowance (Senior)	1367 pa
First Aid Officer Allowance subclause 28(4)	910 pa

(2) Overtime Meal Allowances - subclause 26(3)

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(3) Travel Allowances - subclause 28(6)

(a) Involving an overnight stay

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(b) Travel of at least 100kms from head office and involving no overnight stay and approved for reasons relating to operational necessity.

Meals only may be paid at the rate set by the ATO from time to time and as adopted by the ICAC, provided that if there is no set rate, then payment of actuals as per the current policy will be made.

(4) Motor Car Allowances - subclause 28(7)

(a) Official business rate set in line with ATO rates and in future, will vary in line with ATO rates.

(b) Specified journey rate will be 40% of official business rate.

(5) Casual Employees: Persons employed on a casual basis will receive:

(a) Loadings of

(i) 15% for Mondays to Fridays

(ii) 50% for Saturdays

(iii) 75% for Sundays

(iv) 150% for Public Holidays

(b) An additional payment of 1/12th in lieu of annual leave

(c) Minimum period of engagement of 3 hours

(d) Maximum period of engagement of 9 hours (excluding meal breaks) without the payment of overtime

(e) Overtime is paid at the overtime rates set out in clause 26 and based on the ordinary hourly rate plus 15% loading.

SCHEDULE 3 - CASUAL EMPLOYEES' ENTITLEMENTS

(1) 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 1996* (NSW).

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

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

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

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

(2) Personal Carers entitlement for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (3) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Commissioner 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.
- (c) The Commissioner 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) The casual employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to 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.

- (e) 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.

(3) A family member for the purposes of (2) (a) above is:

- (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 of 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.

(4) 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 family member on production of satisfactory evidence (if required by the employer).
- (b) The Commissioner 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.
- (c) The Commissioner 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.
- (d) 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.

P. M. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

INSURANCE AND CARE NSW AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Insurance and Care NSW.

(Case No. 2018/190921)

Before Chief Commissioner Kite

28 June 2018

VARIATION

1. Delete the words "26 weeks" in subclause 74.7 of clause 74, Sick Leave - Workers Compensation and replace with "13 weeks" of the award published 9 February 2018 (382 I.G. 325).
2. Delete the words "section 51" in subclause 74.7 of clause 74, Sick Leave - Workers Compensation and replace with "section 87F commutation by agreement".
3. Delete Part F - Monetary Rates and insert in lieu thereof the following:

PART F**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 E, Monetary Rates of this Award, are set in accordance with the Crown Employees (Public Sector - Salaries 2018) 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**

Classification and Grades	Common Salary Point	1.7.18 Per annum \$
Clerks General Scale		
Clerks General Scale step 1	4	30,601
Clerks General Scale step 2	6	34,727
Clerks General Scale step 3 - 1st year of service or 18 years	7	36,912
Clerks General Scale step 4 - Minimum for - employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate qualification at 19 years of age	9	41,825
Clerks General Scale step 5 - Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	11	44,646

Clerks General Scale step 6 - Minimum for employee 21 years of age	17	48,119
Clerks General Scale step 7	20	49,431
Clerks General Scale step 8	23	51,522
Clerks General Scale step 9	25	52,456
Clerks General Scale step 10	28	53,758
Clerks General Scale step 11	32	55,747
Clerks General Scale step 12	36	57,767
Clerks General Scale step 13	40	59,901
Provided that officers who on 6th December 1979 were on in terms of Circular No 202 of 1979 shall be paid by way of allowance above Step 13 of the General Scale	-	62,462
Grade 1		
1st year of service	46	63,199
Thereafter	49	65,056
Grade 2		
1st year of service	52	66,871
Thereafter	55	68,707
Grade 3		
1st year of service	58	70,652
Thereafter	61	72,783
Grade 4		
1st year of service	64	75,055
Thereafter	67	77,363
Grade 5		
1st year of service	75	83,403
Thereafter	78	86,033
Grade 6		
1st year of service	82	89,406
Thereafter	85	92,026
Grade 7		
1st year of service	88	94,782
Thereafter	91	97,616
Grade 8		
1st year of service	95	101,684
Thereafter	98	104,918
Grade 9		
1st year of service	101	108,044
Thereafter	104	111,082
Grade 10		
1st year of service	108	115,617
Thereafter	111	119,061
Grade 11		
1st year of service	116	124,965
Thereafter	120	130,262
Grade 12		
1st year of service	126	138,421
Thereafter	130	144,521

Departmental Professional Officers

Table 2

Classification and Grades	Common Salary Point	1.7.18 Per annum \$
Grade I -		
1st year of service	46	63,199
2nd year of service	50	65,688
3rd year of service	56	69,350
4th year of service	63	74,333
5th year of service	70	79,602
6th year of service and thereafter	76	84,322
Grade II -		
1st year of service	81	88,450
2nd year of service	84	91,072
3rd year of service	87	93,848
4th year of service and thereafter	91	97,616
Grade III -		
1st year of service	95	101,684
2nd year of service	98	104,918
3rd year of service	100	107,007
4th year of service and thereafter	104	111,082
Grade IV -		
1st year of service	108	115,617
2nd year of service and thereafter	110	117,909
Grade V -		
1st year of service	114	122,537
2nd year of service and thereafter	116	124,965
Grade VI -		
1st year of service	119	128,857
2nd year of service and thereafter	121	131,382
Grade VII -		
1st year of service	124	135,444
2nd year of service and thereafter	126	138,421
Grade VIII -		
1st year of service	129	142,926
2nd year of service and thereafter	130	144,521

Legal Officers

Table 3

Classification and Grades	Common Salary Points	1.7.18 Per Annum \$
Legal Officers		
Grade I		
1st year of service	51	66,198
2nd year of service	55	68,707
3rd year of service	58	70,652
4th year of service	61	72,783
5th year of service	65	75,686

Grade II		
1st year of service	73	81,920
2nd year of service	78	86,033
3rd year of service	84	91,072
4th year of service	89	95,736
5th year of service	93	99,554
Grade III		
1st year of service	98	104,918
2nd year of service	101	108,044
3rd year of service	105	112,212
Grade IV		
1st year of service	112	120,223
2nd year of service	114	122,537
Grade V		
1st year of service	119	128,857
2nd year of service	121	131,382
Grade VI		
1st year of service	126	138,421
2nd year of service	128	141,338

Senior Officers

Table 4

Classification and Grades	1.7.18 Per Annum \$
Grade I	
Year 1	161,707
Year 2	169,993
Grade 2	
Year 1	174,243
Year 2	189,685
Grade 3	
Year 1	196,032
Year 2	215,186

Rates and Allowances

Table 5

Effective 1 July 2017

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)	
	30.1.1	Breakfast	\$27.05
	30.1.2	Dinner	\$51.85
	30.1.3	Lunch	\$30.45
		Tier 2 and other country centres	
		(see list in item 2)	
	30.1.1	Breakfast	\$24.25
	30.1.2	Dinner	\$47.70
	30.1.3	Lunch	\$27.65

2		Travelling allowances	
	27.8.2	Capital cities	Per day
		Adelaide	\$285.70
		Brisbane	\$333.70
		Canberra	\$296.70
		Darwin	\$344.70
		Hobart	\$266.70
		Melbourne	\$301.70
		Perth	\$331.70
		Sydney	\$313.70
	27.8.2	Other country centres	\$228.95
	27.8.2	Incidental expenses when claiming actual expenses - all locations	\$19.35
	27.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	27.8.1	Incidental expenses	\$19.35
4		Use of private motor vehicle	Cents per kilometre
	35.2	Official business	66.0
	35.3	Casual rate (40% of official business rate)	26.4
		Motor cycle allowance (50% of the 1600cc or less official business rate)	33.0
	35.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	8.6
5	37	Insurance cover	Up to \$1,173
6	38.2	Exchanges	Actual cost
7	39.1	Room at home used as office	\$931 pa
8	85.1.1	On-call (stand-by) and on-call allowance	\$0.96 per hour
9	40.1	Uniforms, protective clothing and laundry allowance	\$4.85 per week
10	42.1	Community language allowance scheme (effective ffpp on or after 1 July 2018)	Per annum
		- Base Level Rate	\$1,413 pa
		- Higher Level Rate	\$2,124 pa
11	43.1	First aid allowance (effective ffpp on or after 1 July 2018)	Per annum
		- Holders of basic qualifications	\$910 pa
		- Holders of current occupational first aid certificate	\$1,367 pa
12	87.1	Overtime meal allowances	Per Meal
		Breakfast	\$30.05
		Lunch	\$30.05
		Dinner	\$30.05
		Supper	\$11.15

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).

4. This variation shall take effect from the first pay period commencing on or after 1 July 2018

P. M. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

LANDCOM AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales Industrial Organisation of Employees.

(Case No. 2018/72689)

Before Chief Commissioner Kite

6 June 2018

AWARD

1. Arrangement

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APPENDIX A

APPENDIX B - SALARY SCHEDULE

2. Title

This award shall be known as the Landcom Award 2018.

3. Area, Incidence and Duration

- (1) This award shall apply to all staff members employed by Landcom in accordance with the Act and replaces in full the following:
 - (a) Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009,
 - (b) Crown Employees (Public Sector - Salaries 2017) Award, or any replacement award
 - (c) Crown Employees (Planning Officers) Award 2016

- (d) Crown Employees (Senior Officers Salaries) Award 2012
 - (e) Any other award, agreement or determination that affected Landcom as a Division of the Department Planning within the NSW Public Service.
- (2) Where there may be inconsistencies between this award and conditions of employment affecting staff of Landcom in previous, or other otherwise applicable, awards or agreements, the arrangements in this award shall prevail.
 - (3) This award rescinds and replaces the Landcom Award 2017 published 18 August 2017 (381 I.G. 533) and shall take effect from 1 July 2018 and shall remain in force until 30 June 2019.
 - (4) This award complies with Section 19 of the *Industrial Relations Act 1996*.

4. Parties and Coverage

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

5. Definitions

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

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

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

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

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

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

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

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

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

"Corporation" means Landcom as established by the Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Local Arrangements

- (1) Local arrangements may be negotiated between the Chief Executive Officer and the Association in respect of the whole, or part(s), of Landcom.

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

7. Dispute Resolution

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

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

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

8. Consultation

- (1) There shall be effective means of consultation on matters of mutual interest and concern, both formal and informal, between Landcom management and the Association.

- (2) The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of this Award. The Consultative Working Party shall consist of both Landcom and Association representatives, to be nominated by the respective parties, to the following maximum numbers:

Landcom representatives	3
Association representatives	3

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

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

9. Salaries

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

10. Classifications

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

11. No Extra Claims

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 2019 by a party to this Award.

12. Hours of Work

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

13. Agreed Absences

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

14. Standard Hours

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

15. Part Time Staff Members

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

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

16. Filling Positions

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

17. Casual Employment

- (1) Hours of Work
 - (a) A casual employee is engaged and paid on an hourly basis.
 - (b) A casual employee will be engaged or paid for a minimum of 3 consecutive hours for each day worked.
 - (c) A casual employee shall not work more than 8 (eight) consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 8 hours.
- (2) Rate of Pay
 - (a) Casual employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 26.08929 divided by ordinary fortnightly hours for the classification
 - (b) Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay, of:

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

50 percent for work performed on Saturdays,

75 percent for work performed on Sundays,

150 percent for work performed on public holidays.
 - (c) Casual employees shall also receive a 1/12th of the ordinary hourly rate of pay additional payment in lieu of annual leave and annual leave loading.
 - (d) The loadings specified in subclause (2)(b) of this clause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave, and all incidences of employment, except overtime.
- (3) Overtime
 - (a) Casual employees shall be paid overtime for work performed in excess of 8 (eight) consecutive hours (excluding meal breaks).
 - (b) Overtime will be paid in accordance with the rates set in Clause 33, Rates of Payment of Overtime of this Award.
 - (c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15 percent loading set out in subclause (2)(b) of this Clause.
 - (d) The additional payment in lieu of annual leave as set out in subclause (2)(c) of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- (4) Leave
 - (a) Except as provided under this clause, Casual employees are not entitled to any other paid or unpaid leave.
 - (b) As set out in subclause (2)(c) of this clause, casual employees will be paid a 1/12th of the ordinary hourly rate of pay additional payment in lieu of annual leave.

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

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

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

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

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

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

18. Recruitment and Selection

(1) Filling Vacancies

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

(2) Eligibility Lists

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

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

19. Job Evaluation

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

20. Salary Sacrifice and Packaging

(1) Salary Sacrifice - General

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

(2) Salary Sacrifice - Superannuation

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

- (b) Where the staff member has elected to sacrifice a portion of salary to additional superannuation contributions:
- (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion, and
 - (ii) any allowance, penalty rate, payment for unused entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to a staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member in the absence of any salary sacrifice to superannuation made under this award.
- (c) The staff member may elect to have the portion of salary which is sacrificed to additional superannuation contributions:
- (i) Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employee contributions, or
 - (ii) Subject to Landcom's agreement, paid into a private sector complying superannuation scheme as employee superannuation contributions.
- (d) Where a staff member elects to salary sacrifice in terms of subclause (c) above, Landcom will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the staff member is a member of a superannuation scheme established under:
- The *Police Regulation (Superannuation) Act 1906*;
 - The *Superannuation Act 1916*;
 - The *State Authorities (Superannuation) Act 1987*;
 - The *State Authorities Non-contributory Superannuation Act 1987*; or
 - The *First State Superannuation Act 1992*.
- Landcom must ensure that the amount of any additional employee superannuation contributions specified in subclause (a) above is included in the staff member's superannuable salary which is notified to the NSW public sector superannuation trustee corporations.
- (f) Where, prior to electing to sacrifice a portion of their salary to superannuation, a staff member had entered into an agreement with Landcom to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (e) above, Landcom will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed portion of that salary to superannuation. This subclause applies even though the superannuation contributions made by Landcom may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

21. Payment of Expenses

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

22. Higher Duties Allowance

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

23. Allowances - General

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

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

24. Excess Travelling Time

- (1) A staff member directed by the Chief Executive Officer to travel on official business outside the usual hours of duty is entitled to be compensated for such time either by:
 - (a) payment calculated in accordance with the provisions contained in this clause; or
 - (b) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (2) Compensation under paragraphs (a) or (b) of subclause (1) of this clause, shall be made, subject to the following conditions:
 - (a) excess travelling time on a non-working day shall be all time spent travelling on official business;
 - (b) excess travelling time on a working day shall be, subject to the provisions of subclause (5) of this subclause, all additional time spent travelling before or after the staff member's usual hours of duty.
 - (c) the period for which compensation is being sought is more than a half an hour on any one day.
- (3) No compensation for travelling time shall be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day, where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (4) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.

- (5) Travelling time shall not include the time:
- (a) normally taken for the periodic journey from home to headquarters and return;
 - (b) on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - (c) on board a ship or aircraft.
 - (d) spent travelling overseas on official business.

(6) Waiting Time

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

(7) Payment

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

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

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

25. Meal Allowances

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

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

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

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

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

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

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

26. Use of Private Motor Vehicles

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

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

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

27. Overseas Travel

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

28. First Aid Allowance

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

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

29. Weekend and Public Holiday Allowance

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

30. Uniforms, Protective Clothing and their Maintenance

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

31. Compensation for Damage to Or Loss of Private Property

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

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

32. Overtime

(1) General

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

(2) Application

The provisions of this clause shall not apply to:

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

33. Rates for Payment of Overtime

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

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

- (8) Calculation of Overtime
 - (a) Overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
 - (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:
$$\frac{\text{Annual salary}}{1} \quad \times \quad \frac{5}{260.89} \quad \times \quad \frac{1}{\text{No of ordinary hours of work per week}}$$
 - (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 1.5, 2 or 2.5, respectively, calculated to the nearest cent.
 - (d) Overtime is not payable for time spent travelling.

34. Rest Periods

- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- (2) Where a staff member, at the direction of Landcom, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (3) Recall to Duty
 - (a) A staff member recalled to work overtime after leaving the premises of Landcom shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.

- (b) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
 - (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
 - (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
 - (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
 - (f) A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
 - (g) This subclause shall not apply in cases where it is customary for a staff member to return to the Corporation's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.
- (4) On call (Standby)

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

35. Meal Breaks

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

- (ii) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (iii) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
 - (iv) overtime is not being paid in respect of the time taken for a meal break.
- (b) The amount of the meal allowance shall be at the rate specified in the prevailing ATO ruling.
 - (c) Where a meal was not purchased, payment of a meal allowance shall not be made.
 - (d) Where a meal allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Chief Executive Officer shall approve payment of the actual expenses incurred.
 - (e) Receipts shall be provided to the Chief Executive Officer in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
 - (f) Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer and the Association from negotiating different meal provisions under a local arrangement.

36. Compensation for Directed Overtime

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

- (3) Landcom has the right to determine the form of compensation granted where a staff member has accrued an annual leave balance of more than 30 days at the time of the staff member's claim for compensation for directed overtime.

37. Provision of Transport

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

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

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

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

38. Leave

(1) General

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

(2) Absence from Work

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

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

39. Annual Leave

- (1) Paid annual leave for full time staff members accrues at the rate of 20 working days per year and accrues from day to day.
- (2) Staff members working part time shall accrue paid annual leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- (3) The Chief Executive Officer will inform a staff member in writing on a regular basis of the staff member's annual leave accrual.
- (4) Limits on Accumulation and Direction to Take Leave
 - (a) At least two (2) consecutive weeks of annual leave (or a combination of annual leave and public holidays, agreed absences, long service leave or, if the staff member elects, leave without pay) shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Chief Executive Officer in special circumstances.
 - (b) After taking into account the wishes of the staff member, the Chief Executive Officer may direct such staff member to take accrued annual leave at a time convenient to the Corporation.
 - (c) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 6 weeks, or its hourly equivalent, and at the same time, may direct a staff member to take at least 2 weeks annual leave within 3 months of the notification. Such leave is to be taken at a time convenient to the Corporation.
 - (d) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 8 weeks, or its hourly equivalent, and direct the staff member to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.
- (5) Conservation of Leave

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

- (a) specify in writing the period of time during which the annual leave in excess of 6 weeks shall be conserved; and
 - (b) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 6 weeks limit.
- (6) Miscellaneous
 - (a) Annual leave for which a staff member is eligible on cessation of employment is to be calculated to quarter day (fractions less than a quarter being rounded up).
 - (b) Annual leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (c) of this subclause.

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

(7) Death

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

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

40. Sick Leave

(1) General

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

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

(2) Entitlements

- (a) Sick leave on full pay accrues to a staff member at the rate of 15 days each year. Any leave accrued and not utilised accumulates.

- (b) From 1 January 2011, paid sick leave entitlement will accrue progressively from day to day. Prior to 1 January 2011, sick leave on full pay accrues at the beginning of the calendar year. Staff members appointed after 1 January 2011 will be granted an accrual of 5 days sick leave upon commencement. After the first four months of employment sick will accrue progressively at the rate of 10 days per year for the balance of the first year of service. After the first year of service, sick leave will accrue at the rate of 15 days per year of service.
 - (c) All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - (d) Notwithstanding the provisions of paragraph (c) of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
 - (e) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
 - (f) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - (g) Paid sick leave shall not be granted during a period of unpaid leave.
- (3) Payment During the Initial 3 Months of Service

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

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

- (4) Seasonal or Relief Staff

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

41. Sick Leave - Workers' Compensation

- (1) The Chief Executive Officer shall advise each staff member of the rights under the *Workers' Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (2) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers' Compensation Act 1987*, shall be required to lodge a claim for any such compensation.
- (3) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Chief Executive Officer shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (4) The Chief Executive Officer will ensure that, once received by the Corporation, a staff member's worker's compensation claim is lodged by the Corporation with the workers' compensation insurer within the statutory period prescribed in the *Workers' Compensation Act 1987*.

- (5) Pending the determination of that claim, and on production of an acceptable medical certificate, the Chief Executive Officer shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election, by accrued recreation leave or extended leave.
- (6) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (7) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.

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

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

42. Sick Leave - Other Than Workers' Compensation

- (1) If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full

pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:

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

43. Sick Leave - Requirements for Medical Certificate

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

44. Sick Leave to Care for a Family Member

- (1) When family and community service leave provided for in clause 48 of this award is exhausted, a staff member with responsibilities in relation to a category of person set out in subclause (4) of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- (2) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (3) If required by the Chief Executive Officer, the staff member must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (4) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the staff member being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the staff member; or
 - (ii) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of de facto spouse of the staff member; or
 - (iv) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

45. Maternity Leave

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

- (c) as a combination of full-time and part-time over a proportionate period of up to 2 years.
- (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (4) A staff member who resumes duty from maternity leave as approved by the Chief Executive Officer shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (5) If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (6) A staff member who:
 - (a) applied for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the expected date of birth, completed not less than 40 weeks' continuous service,

shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.
- (7) A staff member who:
 - (a) becomes pregnant and wishes to take maternity leave; and
 - (b) within the past 24 months has taken maternity leave for an earlier pregnancy; and
 - (c) applies for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
 - (d) prior to the expected date of birth, has completed not less than 40 weeks' continuous service,

shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.

Under this clause, payment of maternity leave shall be calculated on the hours worked by the staff member prior to the earlier period of maternity leave taken, even if the staff member has reduced her hours of work upon returning to work after the earlier pregnancy.
- (8) Except as provided in this clause, maternity leave shall be granted without pay.
- (9) Employees entitled to maternity leave shall also have an additional entitlement as set out in Appendix A.

46. Parental Leave

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

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

47. Adoption Leave

- (1) A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
 - (a) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) for such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer may determine, if the child has commenced school at the date of the taking of custody.
- (2) A staff member who has been granted adoption leave may, with the permission of the Chief Executive Officer, take leave:
 - (a) full-time for a period not exceeding 12 months; or
 - (b) part-time over a period not exceeding 2 years; or
 - (c) partly full-time and partly part-time over a proportionate period of up to 2 years.

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

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

48. Family and Community Service Leave

- (1) The Chief Executive Officer shall, in the case of emergencies or in unexpected personal or domestic circumstances, grant to a staff member some or all of the available family and community service leave on full pay.
- (2) Such cases or circumstances may include but not be limited to the following:
 - (a) compassionate grounds such as the death or illness of a close member of the family or a member of the staff member's household;
 - (b) accommodation matters: up to one day such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) emergency or weather conditions such as when flood, fire or snow threaten property and/or prevent a staff member from reporting for duty; and
 - (d) other personal circumstances such as citizenship ceremonies or parent/teacher interviews.
- (3) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be.

2.5 working days in the staff member's first and second years of service and 1 working day for each subsequent year of service.

- (4) If available family and community service leave is exhausted, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in subclause (4) of clause 44 Sick Leave to Care for a Family Member, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (5) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (2) of clause 44 Sick Leave to Care for a Family Member shall be granted when paid family and community service leave has been exhausted.

49. Observance of Essential Religious or Cultural Obligations

- (1) A staff member of:
 - (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,

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

50. Long Service Leave

- (1) Entitlement to Long Service Leave
 - (a) A staff member shall be entitled to long service leave after a certain period of service. Subject to this clause, a staff member is entitled:
 - (i) after service for 10 years, to leave for 2 months on full pay or 4 months on half pay or 1 month on double pay, and
 - (ii) after service in excess of 10 years, to:
 1. leave as provided by subparagraph (i), and
 2. in addition, an amount of leave proportionate to the staff member's length of service after 10 years, calculated on the basis of 5 months on full pay or 10 months

on half pay or 2 and one half months on double pay, for 10 years served after service for 10 years.

- (b) A staff member shall be entitled to pro rata long service leave at the accrual rates set out in subclause (1)(a)(i) of this clause after service for 7 years.
- (c) From 1 January 2005, a period of long service leave shall be exclusive of public holidays that fall during the period and such holidays shall be paid pursuant to the provisions of Clause 72, Public Holidays of this award and shall not be debited from a staff member's long service leave entitlement.
- (d) Long service leave taken at double pay shall be paid at full pay plus an equivalent taxable allowance, with the allowance not counting for the purposes of superannuation payments, and with 2 days of long service leave debited from a staff member's long service leave entitlement for each day of double pay leave taken.
- (e) Should a public holiday fall during a period of double pay long service leave, a day of long service leave shall be debited from a staff member's long service leave entitlement for each such public holiday.
- (f) All leave entitlements that accrue whilst a staff member takes long service leave shall accrue at the full time rate whilst a staff member takes long service leave at double pay.
- (g) For the purpose of calculating the entitlement of a person to long service leave under this clause at any time:
 - (i) service referred to in this clause includes service before the commencement of this award, and
 - (ii) there must be deducted from the amount of long service leave to which, but for this subparagraph, that person would be entitled:
 - 1. any long service leave, or leave in the nature of long service leave, and
 - 2. the equivalent, in long service leave, of any benefit instead of long service leave or leave in the nature of long service leave, taken or received by that person before that time, including any such leave taken, or benefit received, by that person in accordance with the *Public Service (Amendment) Act 1919* as in force at any time, and
 - (iii) the provisions of the *Transferred Officers Extended Leave Act 1961* have effect.
- (h) Nothing in paragraph (g) shall be regarded as authorising, in respect of the same period of leave taken or the same benefit received, a deduction under both paragraph (g)(ii) and section 3(7) of the *Transferred Officers Extended Leave Act 1961*.
- (i) If the services of a staff member with at least 5 years' service as an adult and less than 10 years' service are terminated:
 - (i) by the Chief Executive Officer for any reason other than the staff member's serious and intentional misconduct, or
 - (ii) by the staff member on account of illness, incapacity or domestic or other pressing necessity, the staff member is entitled:
 - (iii) for 5 years' service, to 1 month's leave on full pay, and

- (iv) for service after 5 years, to a proportionate amount of leave on full pay calculated on the basis of 3 months' leave for 15 years' service (that service to include service as an adult and otherwise than as an adult).
 - (j) For the purposes of paragraph (i), "service as an adult", in the case of a staff member employed to do any work for which the remuneration:
 - (i) has been fixed by an award of the Commonwealth:
 1. made under the *Conciliation and Arbitration Act 1904* of the Commonwealth, or
 2. made under the *Industrial Relations Act 1996*, or
 - (ii) has been fixed by an industrial agreement or enterprise agreement made in accordance with or registered under either of those Acts or an agreement or determination made in accordance with the *Public Sector Employment and Management Act 2002*,

means the period of service during which the remuneration applicable to the staff member was at a rate not lower than the lowest rate fixed under the award, industrial agreement, agreement or determination for an adult male or adult female in the same trade, classification, calling, group or grade as the staff member.
 - (k) For the purposes of paragraph (a), service includes:
 - (i) service under the *Teaching Services Act 1980*, and
 - (ii) service as an administrative officer under the *Police Service Act 1990*, and
 - (iii) any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
 - (iv) in the case of a staff member who has completed at least 10 years' service - any period of leave without pay, not exceeding 6 months, taken after that commencement.
 - (l) For the purpose of determining whether or not a staff member has completed at least 10 years' service, the staff member's period of service shall be taken:
 - (i) to include any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
 - (ii) to exclude any period of leave without pay taken after that commencement.
 - (m) For the purposes of paragraph (i), "service" does not include any period of leave without pay whether taken before or after the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*.
- (2) **Gratuity Payment**
- (a) A staff member who has acquired a right to long service leave with pay under this award is entitled, immediately on the termination of the staff members' services, to be paid instead of that leave the money value of the long service leave as a gratuity in addition to any gratuity to which the staff member may be otherwise entitled.

- (b) Any pension to which any such staff member is entitled under the *Superannuation Act 1916* commences from and including the date on which the staff members' long service leave, if taken, would have commenced.
- (c) Any staff member may elect, on termination of the staff members' services, to be paid the money value of long service leave under this clause or may elect to have the *Transferred Officers Extended Leave Act 1961* apply to the periods of service for which the leave has accrued.

(3) Payment where Eligible Staff Members have died

- (a) If an staff member has acquired a right under this award to long service leave with pay and dies before starting it, or after starting it dies before completing it:
 - (i) the widow or widower of the staff member, or
 - (ii) if there is no such widow or widower, the children of the staff member, or
 - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

is entitled to receive the money value of the leave not taken, or not completed, computed at the rate of salary that the staff member received at the time of his or her death, less any amount paid to the staff member in respect of the leave not taken, or not completed.

- (b) If a staff member with at least 5 years' service as an adult and less than 10years' service as referred to in this clause dies:
 - (i) the widow or widower of the staff member, or
 - (ii) if there is no such widow or widower, the children of the staff member, or
 - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the death of the staff member, a dependent relative of the staff member,

is entitled to receive the money value of the leave which would have accrued to the staff member had his or her services terminated as referred to in this clause, computed at the rate of salary that the staff member was receiving at the time of his or her death.

- (c) If there is a guardian of any children entitled under this clause, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- (d) If there is no person entitled under this clause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to a staff member, payment in respect of that leave must be made to the staff member's personal representatives.
- (e) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.
- (f) If payment of the money value of leave has been made under this award, the Landcom ceases to be liable for payment of any amount in respect of that leave.

(4) Long Service Leave for Temporary Employees

- (a) In this clause, a reference to a staff member includes a reference to a temporary staff member.

- (b) If the period of leave to which a temporary staff member is entitled under this clause exceeds the period for which the temporary staff member is employed under this award, the balance of that period of leave may be granted during subsequent periods of employment with Landcom if each subsequent period of employment commences on the termination of a previous period of employment with Landcom.

51. Leave Without Pay

- (1) The Chief Executive Officer may grant leave without pay to a staff member if good and sufficient reason is shown.
- (2) Leave without pay may be granted on a full-time or a part-time basis.
- (3) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- (4) Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- (5) A staff member who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer.
- (6) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (7) No paid leave shall be granted during a period of leave without pay.

52. Military Leave

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

53. Special Leave

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

- (1) Special Leave for Jury Service
 - (a) A staff member shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the staff member.
 - (b) A staff member who, during any period when required to be on duty, attends a from jury service, furnish to the Chief Executive Officer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such

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

- (c) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Chief Executive Officer shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Chief Executive Officer shall grant, at the sole election of the staff member, available recreation leave on full pay, agreed absences or leave without pay.

(2) Witness at Court in an Official Capacity

- (a) When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty.
- (b) Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the Corporation.

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

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

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

(4) Called as a Witness in a Private Capacity

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

(5) Examinations

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

(6) Return Home When Temporarily Living Away from Home

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

(7) Return Home When Transferred to New Location

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

(8) National Aborigines and Islander Day of Commemoration Celebrations

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

(9) Other Purposes

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

(10) Matters Arising from Domestic Violence Situations

When the leave entitlements referred to in clause 54, Leave for Matters Arising From Domestic Violence, have been exhausted, the Chief Executive Officer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

54. Leave for Matters Arising from Domestic Violence

(1) The definition of domestic violence is found in clause 5 of this award.

(2) Leave entitlements provided for in clause 48, Family and Community Service Leave, clause 40, Sick Leave and clause 44, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.

(3) Where the leave entitlements referred to in subclause (2) are exhausted, the Chief Executive Officer shall grant Special Leave as per clause 53(10).

(4) The Chief Executive Officer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

(5) Personal information concerning domestic violence will be kept confidential by Landcom.

(6) The Chief Executive Officer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

55. Staff Development, Training Activities and Study Assistance

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

56. Exchanges

(1) The Chief Executive Officer may arrange staff member exchanges with other organisations both public and private, if the Corporation or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the Corporation's business.

(2) The conditions applicable to staff members who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case.

57. Relocation Package

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

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

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

58. Termination of Employment

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

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

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

59. Working from Home

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

60. Private Employment

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

61. Management of Displaced Staff Members

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

62. Child Care Arrangements

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

63. Performance Management

- (1) Performance Management System
 - (a) The Landcom Performance Management System and associated policy shall be used to identify, develop and evaluate each staff member's work performance and development needs in relation

to achieving the key results for each position in compliance with the overall Landcom Strategic Plan, Business Plans and the performance criteria agreed upon for each staff member.

- (b) Formal appraisals under the Performance Management System shall also be used to assess incremental progression to the next salary point within each salary level.
- (c) Incremental progression is not an automatic annual entitlement. It is subject to satisfactory performance as recommended and documented by the supervisor in accordance with the Landcom Performance Management System.
- (d) The salary and performance of each staff member shall normally be reviewed annually.
- (e) Supervisors may complete additional formal appraisals within this annual cycle.
- (f) Where the result of the annual review shows the result of "unsatisfactory" performance, the supervisor shall take the necessary steps to address the performance problems in consultation with the staff member.
- (g) If performance problems cannot be satisfactorily resolved through undertaking reasonable measures then, as a last resort, commencement of disciplinary action shall begin in accordance with clause 63, Unsatisfactory Performance or Misconduct of this award.

(2) Accelerated Progression

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

64. Unsatisfactory Performance Or Misconduct

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

65. Anti-Discrimination

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

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

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

66. Association Activities

(1) "On duty" Activities

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

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

by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in court on behalf of the employer;

(2) Special Leave Activities

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

- (a) annual or biennial conferences of the Association;
- (b) meetings of the Association's Executive, Committee of Management or Councils;

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

(3) Training Courses

- (a) Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members will attract the grant of special leave. The provider(s) of accredited WH&S training courses, and the conditions on which special leave for such courses will be granted, shall be negotiated between the Chief Executive Officer and the Association under a local arrangement pursuant to clause 6, Local Arrangements.
- (b) Special leave will be granted Association members for attendance at courses organised and conducted by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (c) the operating requirements of Landcom permitting the grant of leave and the absence not requiring employment of relief staff members;
 - (i) payment being at the ordinary time rate, i.e. excluding extraneous payments such as shift allowances, penalty rates or overtime;
 - (ii) all travelling and associated expenses being met by the staff member or the Association;
 - (iii) attendance at the relevant training course being confirmed, in writing, by the Association or a nominated training provider.

(4) Period of Notice

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

67. Access to Facilities

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

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

68. Right of Entry

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

69. Industrial Action

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

70. Technological Change

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

71. Association Deductions

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

72. Public Holidays

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

73. Community Language Allowance

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

74. Flexible Work Practices

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

The flexible work practices include:

Title	Brief Description
1. Part time work	Part time work is work that involves less than the weekly hours for the job.

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

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

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

By agreement between staff member(s) and their manager, the ordinary hours of work may extend beyond the span of 7.30 am to 6.00 pm, Monday to Friday.

The provisions of Clause 7, Dispute Resolution are available to resolve any disputes arising under the terms of this Clause.

75. Secure Employment

(1) Objective of this Clause

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

(2) Casual Conversion

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

(b) Landcom shall give a casual employee notice in writing of the provision of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee

retains his or her right of election under this subclause if Landcom fails to comply with this notice requirement.

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

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

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

76. Work Health and Safety

- (a) For the purpose of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and /or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

- (ii) A "contact business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and /or person) which is contracted by another employer to provide a specific service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Landcom when engaging a labour hire business and/or a contract business to perform work wholly or partially on Landcom's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) Consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
 - (ii) Provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) Provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

Disputes Regarding the Application of this Clause

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

77. Lactation Breaks

- (a) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (b) A 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.
- (c) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (d) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operation requirements of the organisation with the lactating needs of the staff member.
- (e) Landcom shall provide access at the head office to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (f) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (g) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as

that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.

- (h) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 40, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 74, Flexible Work Practices of this award, where applicable.

78. Monetary Rates Table

Item No.	Clause No.	Summary Description of Allowances	1 July 2018 \$
1	28	First Aid allowance:	Per Annum
		(a) Holder of a current First Aid Certificate and designated First Aid Officer	917
		(b) Holder of a Current Occupational First Aid Certificate and designated First Aid Officer	1,381
2	34(4)	On call allowance	0.99 per hour
3	73	Community Language Allowance	1,427 per annum
4	29	Weekend and Public Holiday Allowance	\$ per annum
		Work on 3 of 4 weekends	13,962
		Work on 2 of 4 weekends	9,307

APPENDIX A

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) Landcom must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) The employee or employee's spouse is pregnant; or
- (b) The employee is or has been immediately absent on parental leave.

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

- (3) Right to request
- (a) An employee entitled to parental leave may request Landcom to allow the employee:
- (i) To extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) To extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) To return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

(c) Employee's request and Landcom's decision to be in writing.

The employee's request and Landcom's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

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

(i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

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

(c) The employee shall also notify Landcom of changes of address or other contact details which might affect Landcom's capacity to comply with paragraph (a).

APPENDIX B

SALARY SCHEDULE

Landcom Officer classification	1-Jul-18 \$ per annum
Officer	
Level 1 Salary point 1	52,728
Level 1 Salary point 2	56,054
Level 1 Salary point 3	58,521
Level 1 Salary point 4	61,299
Level 2 Salary point 5	65,902
Level 2 Salary point 6	68,433
Level 2 Salary point 7	71,601
Level 3 Salary point 8	75,187
Level 3 Salary point 9	78,372
Level 3 Salary point 10	82,280

Level 4 Salary point 11	87,032
Level 4 Salary point 12	90,517
Level 4 Salary point 13	96,043
Management	
Level 5 Salary point 14	104,065
Level 5 Salary point 15	109,512
Level 5 Salary point 16	114,839
Level 6 Salary point 17	121,848
Level 6 Salary point 18	126,646
Level 6 Salary point 19	131,874
Level 7 Salary point 20	138,610
Level 7 Salary point 21	144,646
Level 7 Salary point 22	152,494
Senior Management	
Level 8 Salary point 23	165,489
Level 8 Salary point 24	172,776
Level 8 Salary point 25	180,971
Level 9 Salary point 26	181,336
Level 9 Salary point 27	194,121
Level 10 Salary point 28	200,618
Level 10 Salary point 29	220,219

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

LOCAL GOVERNMENT (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government and Shires Association of New South Wales, Industrial Organisation of Employers.

(Case No. 2018/151501)

Before Chief Commissioner Kite

29 May 2018

VARIATION

1. Delete clause 14, Superannuation and Related Arrangements of the Award published 6 October 2017 (381 I.G. 1033), and insert in lieu thereof the following:

14. Superannuation and Related Arrangements

(i) Superannuation Fund Contributions

- (a) Subject to the provisions of the *Industrial Relations Act 1996* (NSW), the employer shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund.

(ii) Salary Sacrifice Arrangements specific to Superannuation

- (a) For the purposes of this sub-clause:

- i. "Eligible employee" means an employee with at least five (5) years continuous service with the employer who has an accrued entitlement to long service leave under the Award that is in excess of the long service leave entitlement that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW). For the purpose of this subclause, long service leave is deemed to accrue under the LSL Act at the rate of 0.867 weeks per year of service.
- ii. "Excess LSL" means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW).
- iii. "LSL" means Long Service Leave.
- iv. "LSL Act" means the *Long Service Leave Act 1955* (NSW).
- v. "Ordinary Time Earnings" has the same meaning as in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- vi. "Superannuation Fund" means the Local Government Superannuation Scheme.

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

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

Example: A full-time employee with 10 years' continuous service with the employer accrues 13 weeks LSL under the Award, whereas they would have only accrued 8 weeks LSL if covered by

s4 of the LSL Act. After 10 years' service, the employee would have up to 5 weeks Excess LSL which may, with the consent of the employer, be cashed out.

- (d) Eligible employees who have Excess LSL cashed out under this clause must enter into a Salary Sacrifice Arrangement for the equivalent amount to be paid into the Superannuation Fund as Ordinary Time Earnings, unless the employee has reached their concessional contribution cap.
 - (e) Notwithstanding clause 13(vi) of the Award, any Salary Sacrifice Arrangement made under this clause shall not be treated as an approved benefit for superannuation purposes.
2. Delete paragraph (v) of subclause E, Long Service Leave, of clause 21, Leave Provisions and insert in lieu thereof the following:
- (v)
 - (a) An employee who is entitled to long service leave, may, with the consent of the employer, cash out a particular amount of Excess Long Service Leave. Excess long Service Leave means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (the "LSL Act"). For the purpose of this subclause, long service leave is deemed to accrue under the LSL Act at the rate of 0.867 weeks per year of service.
 - (b) Each cashing out of a particular amount of Excess Long Service Leave must be by separate agreement between the employer and the employee.
3. Insert after paragraph (ii) of subclause L, Special Leave of clause 21, Leave Provisions the following new paragraph:
- (iii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.
4. Delete subclause (iii) of Clause 44, Area, Incidence and Duration and insert in lieu thereof the following:
- (iii) The Award does not cover those employers and employees:
 - (a) whose positions are determined pursuant to section 332 of the *Local Government Act 1993* (NSW) to be senior staff positions;
 - (b) covered by the Local Government (Electricians) State Award;
 - (c) covered by the Nursing Homes, &c., Nurses' (State) Award;
 - (d) covered by the Local Government, Aged, Disability and Home Care (State) Award;
 - (e) covered by the Miscellaneous Workers Home Care Industry (State) Award;
 - (f) employed by The City of Sydney;
 - (g) employed by Wollongong City Council;
 - (h) employed by Broken Hill City Council (that being the County of Yancowinna);
 - (i) employed by Newcastle City Council and covered by the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award;
 - (j) employed by the Moree Artesian Aquatic Centre and principally engaged in the duties of the MAAC Ltd Wellness Centre within the premises known as the MAAC Ltd; and

- (k) employed by Newcastle Airport Pty Limited.
- 5. Delete the words "or School Certificate" in row 4 of Table 1, Part B, Monetary Rates.
- 6. This variation shall take effect on and from 29 May 2018 and will have a nominal term coincident with the principle award, 30 June 2020.

P. M. KITE, Chief Commissioner.

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LOCAL LAND SERVICES AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of employees.

(Case No. 2018/72692)

Before Chief Commissioner Kite

22 May 2018

AWARD

Arrangement

Clause No. Subject Matter

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- 2. Definitions
- 3. Title
- 4. Area, Incidence and Duration
- 5. Dispute Settlement Procedure
- 6. No Extra Claims

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- 7. Classifications Structure and Rates of Pay
- 8. Salary Movement
- 9. Probationary Period
- 10. Forms of Employment
- 11. Termination of Employment
- 12. Hours of Work
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- 26. Other Forms of Paid Leave
- 27. Leave for Matters Arising from Domestic Violence
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- 30. Transferred Employees Relocation Costs
- 31. Overtime
- 32. Recall to Work
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- 34. Overtime Meal Breaks
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- SCHEDULE B - ALLOWANCES AND EXPENSES
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- SCHEDULE D - TRANSLATION TO NEW
CLASSIFICATION STRUCTURE

PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS

SECTION 1 - APPLICATION AND OPERATION

1. Introduction

- 1.1 On 1 January 2014 the Local Land Services (LLS) was established pursuant to Part 1, Section 2 of the *Local Land Services Act 2013*.
- 1.2 Employees of LLS are employed as employees of an Executive agency related to a Department as listed in Part 2 of Schedule 1 of the *Government Sector Employment Act 2013*.
- 1.3 This Award sets out salaries and conditions of employment for employees in LLS in the classifications specified in this Award.

2. Definitions

- 2.1 Act means the *Government Sector Employment Act 2013*.
- 2.2 Agency Head means the Chair of the Board of Chairs.
- 2.3 Casual Employee means an employee engaged on a casual basis and paid hourly as provided for in clause 10.5 of this Award.
- 2.4 Dependant means a person who lives in the principal place of residence of the employee and who is wholly or in part dependent on the employee for support.
- 2.5 Dispute Settlement Procedure means the procedure outlined in clause 5.
- 2.6 Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.
- 2.7 Employees means all persons employed by LLS under Part 2 of Schedule 1 of the *Government Sector Employment Act 2013*.
- 2.8 Employer means for the purposes of this award is the Chair of the Board of Chairs being the Agency Head or their nominated delegate of the Local Land Services.
- 2.9 Excess Rent is rent which is paid for a private rental property in a new location which is above the affordable rate for the employee as defined in clause 30 Transferred Employee Relocation Costs.
- 2.10 FACSL means Family and Community Service Leave in accordance with clause 19 of this Award.
- 2.11 Family Member means:
- a) A spouse of the employee.
 - b) A de facto spouse is a person of the opposite or same sex to the employee who lives with the employee as the employee's partner on a bona fide domestic basis although not legally married to the employee.
 - c) A child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the employee or of the spouse or de facto spouse of the employee.
 - d) A relative of the employee who is a member of the same household, where for the purposes of this definition:

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

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

"Household" means a family group living in the same domestic dwelling.
- 2.12 Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member), attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).
- 2.13 Fixed Term Employee means an employee engaged for a defined period of time stipulated at the time of engagement, as varied by agreement.

- 2.14 Full-Time Employee means a person who is employed on an ongoing or fixed term basis to work the ordinary hours prescribed in subclause 10.2 of this Award.
- 2.15 Headquarters means the centre(s) to which an employee is assigned or from which an employee is required to operate on a long-term basis.
- 2.16 "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment and Act 2013*.
- 2.17 IRC means Industrial Relations Commission of New South Wales.
- 2.18 Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.
- 2.19 LIL means leave in lieu to be taken in lieu of payment for overtime defined in clause 36 of this Award.
- 2.20 Local Holiday means a holiday which is declared as an additional holiday for a specified part of the State under the Public Holidays Act.
- 2.21 Long Service Leave means extended (long service) leave as provided for in clause 20 of the Award.
- 2.22 LLS means Local Land Services.
- 2.23 LWOP means Leave Without Pay.
- 2.24 On Call means an employee who is required by the Employer to be available outside their normal working hours for recall to work.
- 2.25 Ongoing Employee means a person whose employment continues until the employee resigns or has his or her employment terminated.
- 2.26 Ordinary Working Hours means full time ordinary working hours shall be 38 hours per week Monday to Friday.
- 2.27 Part Time Employee means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3, including an employee working a job share arrangement and where the ordinary hours of work are less than 38 per week or less than 7.6 hours per standard work day.
- 2.28 Reimbursement or "reimbursed" means payment of an expense by the Employer, which is actually incurred by the employee, which the Employer is satisfied is reasonable, and for which adequate evidence is produced by the employee.
- 2.29 Saturday means the period between 12 midnight Friday and 12 midnight Saturday.
- 2.30 Shift means a rostered shift as defined in clause 49 of this Award.
- 2.31 Shift worker means an employee who works rostered shifts as defined in clause 49 of the Award.
- 2.32 Standard Hours means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7.6 hours, Monday to Friday, with a lunch break of one hour.
- 2.33 Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.
- 2.34 Temporary assignment means an employee is temporarily assigned by the Agency Head or delegate to another role in Local Land Services and is entitled to be paid an allowance if the other role is at a higher grade of work.
- 2.35 Union means an organisation of employees registered under the *Industrial Relations Act 1996* who is a party to this Award.

3. Title

This Award shall be known as the Local Land Services Award 2018.

4. Area, Incidence and Duration

4.1 This Award rescinds and replaces that Local Land Services Award 2017 published 14 June 2017 and shall take effect from 1 July 2018 and shall remain in force until 30 June 2019.

4.2 Parties to this Award are:

4.2.1 The Industrial Relations Secretary as defined in subclause 2.16;

4.2.2 Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);

4.2.3 The Australian Workers Union (AWU).

4.3 This Award operates to replace any other Award, Agreement or instrument which would otherwise apply, including the following Awards or their replacement Awards:

Crown Employees Conservation Field Officers (NSW Department of Trade and Investment, Regional Infrastructure and Services and NSW Office of Environment and Heritage) Reviewed Award 2012

Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Professional Officers Award

Crown Employees (Public Sector - Salaries 2016) Award

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

Crown Employees (Senior Officers Salaries) Award 2012

Livestock Health and Pest Authorities Salaries and Conditions Award

4.4 This award complies with section 19 of the *Industrial Relations Act 1996*.

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

5. Dispute Settlement Procedure

5.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the LLS, if required.

5.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

5.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency Head or delegate.

- 5.4 The immediate manager, or other appropriate employee, 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.
- 5.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.
- 5.6 The Agency Head may refer the matter to the relevant Union for consideration.
- 5.7 If the matter remains unresolved, the Agency Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 5.8 An employee, at any stage, may request to be represented by the Union.
- 5.9 The employee or the Union on their behalf or the Agency Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 5.10 The employee, Union and Agency Head shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- 5.11 Whilst the procedures outlined in subclauses 5.1 to 5.10 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 workplace health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

6. 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 2019 by a party to this Award.

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

7. Classifications Structure and Rates of Pay

- 7.1 The rates of pay outlined for in Table 1 of Schedule A provide for 36 pay points across the four classification streams.
- 7.2 Employees of LLS shall be employed in one of the following four classification streams and paid salaries according to their classification provided for in Tables 2 to 5 of Schedule A of this Award.

Administration and Clerical Stream, Table 2 of Schedule A;

Advisory and Technical Stream, Table 3 of Schedule A;

Field Operations Stream, Table 4 of Schedule A; and

District Veterinarian Stream, Table 5 of Schedule A.
- 7.3 Employees will be paid, where applicable, Work Related Allowances as provided for in Table 1 of Schedule B and Meal, Travel and Other Expense Related Allowances as provided for in Table 2 of Schedule B of this Award.

- 7.4 The Salaries and Work Related Allowances in this Award will vary in accordance with the same variations and operative dates that apply to the Crown Employees (Public Sector - Salaries 2016) Award or any replacement Award.
- 7.5 The Meal, Travel and Other Expense Related Allowances in this Award will vary in accordance with the same variations and operative dates that apply to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any replacement Award.
- 7.6 The transitional arrangements provided for in Schedule C of this Award apply only to former employees of Catchment Management Authorities who are transferred to LLS at the time it is enacted.

8. Salary Movement

- 8.1 Salary Movement for employees employed in the Administration and Clerical Stream, Advisory and Technical Stream, and Field Operations Stream, employees must be able to demonstrate their ability to undertake the capabilities in the relevant role description as provided for in the Government Sector Capabilities Framework, in addition to the following:
- 8.1.1 Movement within each Grade will be by annual increment, provided the Employer is satisfied with the conduct and manner of performance of duties of the employee concerned.
- 8.1.2 Consideration of incremental movement by the Employer, for all employees, will be subject to a satisfactory performance report recommending progression by the manager.
- 8.1.3 Promotion between grades can only take place if:
- a) A vacancy exists at a higher grade; and
 - b) The vacancy has been advertised; and
 - c) A comparative assessment process has been followed.
- 8.2 Salary Progression for employees employed in the District Veterinarian Stream, employees must be able to demonstrate their ability to undertake the capabilities in the relevant role description as provided for in the Government Sector Capabilities Framework in addition to the following:
- 8.2.1 New assignments to be at the grade appropriate for the experience and skill of the assigned employee.
- 8.2.2 Progression between District Vet Grade 4.4 and District Vet Grade 7.2 is subject to 12 months satisfactory service at each of the previous grades. It is also subject to:
- a) demonstrating to the Employer a contribution to the achievement of the Animal Biosecurity and Welfare (AB&W) Business Plan identified KPI's; and
 - b) demonstrating to the Employer flexibility in meeting the Local Land Services (LLS) Biosecurity and Emergency Services program requirements in the previous year; and
 - c) demonstrating to the Employer active contribution to working as part of a team with other LLS employees.
- 8.2.3 In addition to the requirements in 8.2.2 above, progression from Grade 4.4 to Grade 5.1 shall be by application to the Employer and assessment of the following criteria having been satisfied:
- a) Satisfactory performance and completion of 12 months service at Grade 4.4.
 - b) Obtained an 'Authority as Inspector' under the *Stock Diseases Act 1923*.
 - c) Completion of the following training courses:

- i) Certificate IV in Government (Statutory Compliance) or current equivalent.
- ii) SEINS Infringement Notice Training.
- iii) Equivalent current and relevant course in one or more of (but not limited to): communication, negotiation, planning, research or project management skills.
- d) Familiarity with and ability to interpret NSW Government Animal Health policy and procedure.
- e) Familiarity with and ability to exercise appropriate functions in accordance with policy under:
 - i) *Stock Diseases Act 1923.*
 - ii) *Local Land Services Act 2013.*
 - iii) Interstate requirements for movement of livestock.
 - iv) Natural disaster relief policies.
 - v) *Stock (Chemical Residues) Act 1975.*
 - vi) *Veterinary Practice Act 2003.*
 - vii) *Prevention of Cruelty to Animals Act 1979.*
 - viii) *Animal Diseases and Animal Pests (Emergency Outbreaks) Act 1991.*
- f) Demonstrated the following:
 - i) Contribution to the development of the LLS Biosecurity Operational Plan.
 - ii) Achieving identified Key Performance Indicator (KPI) targets in the LLS Biosecurity Operational Plan.
 - iii) Core reporting requirements in the LLS Biosecurity Operational Plan are met in a timely manner.
 - iv) Ability to locate and interpret relevant Livestock Health policy and procedure documents.
 - v) Ability to locate and interpret interstate movement requirements.
 - vi) Competency to record and retrieve data in timely manner to meet requirements of the animal health management system.
 - vii) Meeting standards for recording Livestock Health events within the district for certification and surveillance.
 - viii) Undertaking Continuing Professional Development to meet guidelines of the Veterinary Practitioners Board.
 - ix) Obtain competencies under Emergency Management training to Field Veterinarian Operational standard.
 - x) Ability to supervise other LLS employees or contractors during projects or day to day animal health related matters.

- xi) Regular attendance and contribution at relevant Biosecurity and Emergency Services related meetings.

8.2.4 Progression from Grade 5.6 to Grade 6.2 shall be by demonstration to the Employer that the following criteria are satisfied:

- a) Meet all the requirements of 8.2.3 plus satisfactory completion of 12 months service at 5.6.
- b) Demonstrated the following:
 - i) Involvement in the development of the LLS Biosecurity Operational Plan in a budgeted and resourced format.
 - ii) All major identified and agreed KPI's as outlined in the LLS Biosecurity Operational Plan have been satisfactorily addressed.
 - iii) Coordination (with respective LLS managers and team leaders) of the ongoing training and development of employees for Livestock Health and Emergency Management related duties.
 - iv) Regular contribution to regional Animal Biosecurity and Emergency Service meetings when held.
 - v) Involvement in discussions of policy and procedure changes at a regional level.
 - vi) Contribution at an appropriate level to the Biosecurity and Emergency Services system as a whole.
- c) Demonstrated competence in the following fields:
 - i) Epidemiology.
 - ii) Diagnosis of diseases of important livestock species.
 - iii) Gross pathology of livestock species.
 - iv) Knowledge of the economic impact of diseases of important livestock species.
 - v) Advising on diseases important to livestock systems within the region.
 - vi) Livestock management systems of significance within the region.

8.2.5 Accelerated Progression

- a) The Employer may consider the granting of accelerated progression within Grades 5.1, 5.3 & 5.6 or Grades 6.2, 6.3 & 7.2 from one Grade to any other Grade, on written application from the District Veterinarian to the Employer.

Such application is to demonstrate that:

- i) general duties within the Animal Biosecurity and Emergency Services functions are being performed by the District Veterinarian at a superior level (to be assessed by the Employer and relevant Biosecurity and Emergency Services managers and team leaders); and
- ii) a significant contribution to the Animal Biosecurity and Emergency Services functions at either a regional, state-wide, national level affecting the industry has

been made by the District Veterinarian since the last progression (to be assessed by the Employer and relevant Biosecurity and Emergency Services managers and team leaders);

- b) The accelerated progression, if approved shall take effect from one (1) month after the date of lodgement of a successful application to the Employer.
- c) In all cases where an application is declined, the District Veterinarian will receive a written explanation from the Employer.

8.2.6 Progression from Grade 7.2 to Grade 7.3 shall be by application by the District Veterinarian with supporting documentation to the Employer. The Employer will arrange an assessment by a panel comprising a nominee of the Chief Veterinary Officer, an Employer nominee at manager level and within the Biosecurity and Emergency Services function and a nominee at team leader level within the Animal Biosecurity and Welfare function of the LLS. At least one panel member should have sat on a previous panel.

The following criteria must be satisfied:

- a) Satisfactory completion of 12 months service at Grade 7.2.
- b) Demonstrate that, where appropriate, a team approach with leadership by the District Veterinarian is utilised to achieve Biosecurity Operational Plan objectives.
- c) Qualification in a subject relevant to the duties of a District Veterinarian or a combination of training and experience equivalent to such a qualification.
- d) Competencies or equivalent experience sufficient under Emergency Management to perform a Control Centre role at the level of Coordinator or above.
- e) Demonstrated continuing, active and high quality contribution to the Biosecurity and Emergency Services system as a whole, with major or significant contributions to local, regional or state-wide animal health programs.
- f) Contribution to the briefing of senior management and employees on changes to Livestock Health policy and procedure changes and implications to the community and where appropriate, assist with training required by such changes.
- g) High level of skill in the diagnosis, treatment, control, prevention, and management of Livestock Health problems in the important livestock enterprises in the district.
- h) Major input into the adoption of improved Livestock Health practices by industry.
- i) Substantial output of effective advisory material.
- j) Demonstrated cooperation and collaboration with other functional areas, other disciplines, and other agencies.
- k) High level of input into the achievement of the LLS Biosecurity and Emergency Services strategic and operational plans.

8.2.7 Progression from Grade 7.3 to Grade 7.5 shall follow 12 months satisfactory performance at each grade; and

8.2.8 Progression between Grade 7.3 and Grade 7.5 shall also be subject to the applicant demonstrating to the Employer that they continue to perform at the standard that resulted in their progression to Grade 7.3 as per clause 8.2.6.

8.2.9 In all cases where an application for progression is declined, the District Veterinarian will receive from the Employer a written explanation of the reasons for the decision.

8.2.10 If an employee feels that any application for progression has not been reasonably treated, an appeal outlining reasons and expectations, may be made to the LLS Agency Head for review.

8.2.11 Progression above Grade 7.5 (pay point 31) shall only occur if:

- a) a vacancy exists; and
- b) the vacancy has been advertised; and
- c) a comparative assessment process has been followed.

8.2.12 Movement from Grade 8.1 to 8.2 will be by annual increment, provided the Employer is satisfied with the conduct and manner of performance of duties of the employee concerned.

8.2.13 The operative date for payment of the increase under subclauses 8.2.3, 8.2.4, 8.2.5 and 8.2.6 shall be the date on which the successful application was submitted to LLS. In those instances where an application was either unsuccessful or needed to be modified, then the date of lodging a new application which is successful will become the operative date for the payment of the increase.

9. Probationary Period

9.1 All new employees, excluding casuals, will be subject to a probationary period of 3 months.

9.2 The Employer may extend a probationary period up to a maximum of 6 months.

10. Forms of Employment

10.1 The Employer may engage employees on an ongoing employment (full time or part time); or fixed term employment (full-time or part time); or casual basis.

10.2 Ongoing Full Time Employment

A full time employee is an employee employed to work ordinary hours of 38 hours per week as provided for in clause 12 of this Award.

10.3 Ongoing Part Time Employment

10.3.1 A part time employee shall be engaged to work less than the ordinary hours worked by a full time employee.

10.3.2 Part time work may be undertaken with the agreement of the Employer. Part time work may be undertaken in a part time role or under a part time arrangement. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.

10.3.3 Part time employees shall be paid at the same hourly rate as a full time employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award. Incremental progression for part time employees is the same as for full time employees.

10.3.4 Part time employees receive full time entitlements on a pro rata basis calculated according to the number of hours an employee works in a part time role or under a part time arrangement.

10.3.5 Additional hours

- a) The Employer may request, but not require, a part time employee to work additional hours in excess of their contract hours.

- b) The time worked in excess of the employee's contract hours and up to the normal full time hours for the classification, part time employees shall:
 - i) Be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of annual leave where the employee is entitled to four weeks annual leave, or a loading of 5/47ths in lieu of annual leave where the employee is entitled to five weeks annual leave, or
 - ii) If working under a Flexible Working Hours Agreement as provided for in clause 13 of this Award, have the time worked credited as flexible working hours.
- c) 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 31 in this Award.

10.4 Fixed Term Employment

10.4.1 A fixed term employee may be engaged for a specified project or period; seasonal work; or for parental leave relief on either a full time or part time basis.

10.4.2 A fixed term employee shall be entitled to the same salary and conditions as ongoing employees in the same classification.

10.5 Casual employment

10.5.1 Rate of pay for Casuals

- a) A casual employee will be engaged and paid on an hourly basis.
- b) Casuals will be engaged and paid for a minimum of 3 hours for each occasion required to work.
- c) Engagement on any one occasion, or over a period of time, does not guarantee or give rise to any entitlement to further casual shifts.
- d) When engaged to work casual employees shall be paid the following loading in addition to their rates of pay:

Working Time	Loading
Monday to Friday	15%
Saturdays	50%
Sundays	75%
Public holidays	150%

- e) Casual employees shall also receive a 1/12th loading in lieu of annual leave.
- f) The loadings specified in subclause 10.5.1 d) are in recognition of the casual nature of employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

10.5.2 Overtime for Casuals

- a) When directed to perform overtime, casual employees shall be paid for hours in excess of 38 hours a week or in excess of 10 hours on any one day.
- b) If you are directed to work overtime you will be paid the following rates of pay:

Overtime worked	Loading in addition to the ordinary rate of pay
Monday to Friday (first 2 hours)	50%

Monday to Friday (after first 2 hours)	100%
Saturdays (first 2 hours)	50%
Saturdays (after first 2 hours)	100%
Sundays	100%
Public holidays	150%

- c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subclause 10.5.1(d).
- d) The loading in lieu of annual leave as set out in subclause 10.5.1(e) is not included in the hourly rate for the calculation of overtime payments for casual employees.

10.5.3 Leave for Casuals

Other than provided for in this subclause, casual employees are not entitled to any other forms of paid or unpaid leave:

- a) Casual employees will be paid 1/12th in lieu of annual leave as prescribed at subclause 10.5.1 (e);
- b) Long service leave in accordance with clause 20 of this Award;
- c) 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 Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.

- d) Personal Carers entitlement for casual employees
 - i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member as described in clause 2 Definitions, 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 subclause 18.2 of this Award.
 - ii) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.
 - iii) 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.
 - iv) The casual employee shall within 2 hours of the commencement of their shift and on the first day or shift of such absence, inform the Employer of their inability to attend for work.
- e) Bereavement entitlements for casual employees
 - i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member as described in clause 2 Definitions, on production of satisfactory evidence (if required by the Employer).
 - ii) The Employer 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 an agreement, the employee is entitled to not be available to attend work for up to 48

hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- iii) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not engage a casual employee are otherwise not affected.
- iv) The casual employee shall within 2 hours of the commencement of their shift and on the first day or shift of such absence, inform the Employer of their inability to attend for work.

10.5.4 Other clauses of this Award

The following clauses of the Award do not apply if you are employed as a casual:

9	Probationary Period
11	Termination of Employment
13	Flexible Working Hours
14	Leave - General Provisions
15	Annual Leave
16	Annual Leave Loading
17	Sick Leave
18	Carer's Leave
19	Family and Community Services Leave
21	Parental Leave
22	Military Leave
23	Purchased Leave
24	Leave Without Pay
25	Observance of Essential Religious and Cultural Obligations
26	Other forms of Paid leave
27	Leave for Matters Arising from Domestic Violence
29	Public Holidays
30	Transferred Employees Relocation Costs
31	Overtime
32	Recall to Work
33	On Call Allowance
36	Leave in Lieu (LIL) or Payment for Overtime
41	Remote Locations Living Allowance
46	Trade Union Leave and Activities

11. Termination of Employment

11.1 The Employer will not terminate an employee's employment unless:

- 11.1.1 The employee has been given, in writing, the period of notice required by this clause;
- 11.1.2 The employee is guilty of serious misconduct; or
- 11.1.3 All relevant legislative provisions have been complied with.

11.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 11.3 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.
- 11.4 The Employer may require the employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
- 11.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 11.2 above, or by forfeiting salary in lieu of notice.
- 11.6 Where the Employer has given notice of termination to an employee, the employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Employer.
- 11.7 Upon termination of employment an employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.
- 11.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an employee at any time, without notice, for serious misconduct.

12. Hours of Work

- 12.1 The ordinary hours of work shall be 38 hours per week Monday to Friday.
- 12.2 No employee shall be required to work more than five consecutive hours without a meal break.
- 12.3 Meal breaks must be given to and taken by employees. Employees shall be entitled to an unpaid meal break of not less than 30 minutes duration or longer by agreement between the Employer and employee.
- 12.4 The ordinary hours working arrangement shall be 7.6 hours per day with starting and finishing times by agreement between the Employer and the employee or on the basis of working in accordance with a Flexible Working Hours Agreement as provided for in clause 13 of this Award.

13. Flexible Working Hours

- 13.1 The parties to this Award may enter into an Agreement for flexible working hours to apply to employees covered by this Award.
- 13.2 Any Agreement provided for in subclause 13.1 shall be linked to the Department of Trade and Investment, Regional Infrastructure and Services Flexible Working Hours Agreement (FWHA) and as such will vary in accordance with the same variations and operative dates that apply to the Trade & Investment FWHA.
- 13.3 In the absence of a Flexible Working Hours Agreement, the Flexible Working Hours conditions that are provided for in clause 21 of the Crown Employees (Public Sector Conditions of Employment) Reviewed Award 2009, or its replacement, shall apply.

14. Leave - General Provisions

- 14.1 An application by an employee for leave under this clause shall be made to and dealt with by the Employer.
- 14.2 The Employer, in dealing with any such application, shall have regard to the business and operational requirements, but as far as practical shall deal with the application in accordance with the wishes of the employee.
- 14.3 All leave will be calculated in a minimum of one minute units.

- 14.4 Part time employees will receive paid leave provisions of this Award on a pro rata basis, calculated according to the number of contracted hours worked per week.
- 14.5 A fixed term employee is eligible to take a period of approved leave during the current period of employment.
- 14.6 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.
- 14.7 Leave to Count for Incremental Purposes.

The following types of paid leave are regarded as service for incremental purposes:

Annual leave;

Sick leave;

Family and community service leave;

Long service leave, full-pay, double-pay and half-pay;

Parental leave, full-pay and half-pay; other paid parental leave;

Purchased Leave at the negotiated purchase leave rate;

Leave without pay totalling five days or less in the incremental period;

Any period of leave without pay where used for the purposes of part time service with the Defence Forces; to represent Australia or NSW in amateur sport; workers' compensation or transport strikes;

Sick leave without pay;

Other forms of paid leave.

- 14.8 Leave to count for leave accrual purposes.

The following types of paid leave are regarded as service for leave accrual purposes:

Annual leave;

Sick leave;

Sick leave without pay;

Family and community service leave;

Personal/carers leave;

Long service leave at full-pay;

Long service leave taken on half-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at half the rate;

Long service leave taken on double-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at single-time rate;

Paid parental leave at full-pay;

Paid parental leave at half-pay, accrues all leave at half the rate;

Unpaid parental leave does not count as service for determining any leave entitlement, except for long service leave when at least ten years of service has been completed and unpaid maternity leave does not exceed six months;

Short paid other parent leave at full-pay;

Short paid other parent leave at half-pay, which accrues all leave at half the rate;

Purchased leave at the negotiated purchased leave rate of pay;

Leave without pay totalling five days or less in the incremental period;

Other forms of paid leave.

15. Annual Leave

- 15.1 Subject to this clause, annual leave is in accordance with the *Annual Holidays Act 1944*.
- 15.2 Employees are entitled to 4 weeks annual leave each year, which accrues from day to day on a pro-rata basis over a 12 month period.
- 15.3 An employee who takes unpaid parental leave in accordance with this Award is entitled to take annual leave on half pay at the same time.
- 15.4 Death - Where an employee dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, shall be paid to the employee's nominated beneficiary.
- 15.5 Limits on accumulation and direction to take leave:
- 15.5.1 Employees must take at least two consecutive weeks of annual leave every 12 months, except by agreement with the Agency Head in special circumstances.
- 15.5.2 Where operational requirements permit, the application for leave shall be dealt with by the Employer according to the wishes of the employee.
- 15.5.3 The Employer shall notify the employee in writing when accrued annual leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks annual leave within 3 months of the notification at a time convenient to the Employer.
- 15.5.4 The Employer shall notify the employee in writing when accrued annual leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Employer.
- 15.5.5 An employee must take their annual leave to reduce all balances below 8 weeks or its hourly equivalent, and the Employer must cooperate in this process.
- 15.6 Conservation of Leave:
- If the Employer is satisfied that an employee is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Employer shall:-
- 15.6.1 Specify in writing the period of time during which the excess shall be conserved; and
- 15.6.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.

- 15.7 Annual leave does not accrue during leave without pay, other than:
- 15.7.1 Military leave taken without pay when paid military leave entitlements are exhausted;
 - 15.7.2 Absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - 15.7.3 Any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - 15.7.4 Incapacity for which compensation is authorised under the *Workplace Injury Management and Workers Compensation Act 1998* and *Workers Compensation Act 1987*; or
 - 15.7.5 Periods which when aggregated do not exceed 5 working days in any period of 12 months.
- 15.8 An employee 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, accrues additional annual leave at the rate of 5 days per annum.
- 15.9 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 as provided for in subclause 49.7 of this Award.
- 15.10 An employee entitled to additional annual leave under subclauses 15.8 and 15.9 of this clause, or under subclause 49.7, Shift Work of this Award can elect at any time to cash out the additional annual leave.

16. Annual Leave Loading

- 16.1 Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated on their salary.
- 16.2 The annual leave loading shall be paid to employees subject to the following conditions:
- 16.2.1 The full entitlement to the loading on annual leave that an employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year an employee takes sufficient leave to permit them to be absent from work for at least two consecutive weeks annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
 - 16.2.2 In the event of no such absence occurring by 30 November of the following year, an employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.
 - 16.2.3 On cessation of employment, other than termination by the Employer for serious and intentional misconduct, an employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.
 - 16.2.4 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.
- 16.3 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
- 16.4 Shift workers - Shift workers proceeding on annual leave are eligible to receive the more favourable of:

- 16.4.1 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 annual leave; or
16.4.2 17½% annual leave loading.

17. Sick Leave

- 17.1 An employee is entitled to take paid accrued sick leave in accordance with this clause.
- 17.2 Sick leave accrues at the rate of 15 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- 17.3 During the first 4 months of employment, an employee can access up to 5 days paid sick leave even though that leave has not yet accrued.
- 17.4 An employee is required to provide evidence of illness from a registered medical practitioner when sick leave exceeds two consecutive days.
- 17.4.1 The reference to medical practitioner in subclause 17.4 shall be; up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or,
17.4.2 at the Employer's discretion, another registered health services provider.
17.4.3 at the Employer's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 17.5 Subject to 17.4 and any restrictions imposed as a result of unsatisfactory attendance, employees are entitled to take a total of 5 instances of sick leave due to illness in any one calendar year without the provision of evidence of illness, after which all leave requires evidence of illness from a registered medical practitioner.
- 17.6 Sick leave without pay shall count as service for the accrual of paid sick leave and annual leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

18. Carer's Leave

Where family and community service leave provided for in clause 19 of this Award is exhausted or unavailable, an employee with responsibilities in relation to a family member as provided for in clause 2, Definitions who needs the employee's care and support, may elect to use available paid sick leave, when a family member is ill subject to the following:

- 18.1 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Employer may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 18.2 If required by the Employer to establish the illness and/or the need for care of the family member concerned, the employee must provide evidence, as required under subclause 17.4, from a registered medical practitioner.

19. Family and Community Service Leave

- 19.1 The Employer shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 19.2 of this clause.

Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

- 19.2 Such unplanned and emergency situations may include, but not be limited to, the following:
- 19.2.1 Compassionate grounds - such as the death or illness of a family member as defined in clause 2 definitions;
 - 19.2.2 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;
 - 19.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens an employee's property and/or prevents an employee from reporting for work;
 - 19.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 19.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Employer considers the granting of family and community service leave to be appropriate in a particular case;
 - 19.2.6 An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a role of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- 19.3 The maximum amount of FACSLS that an employee will be granted at ordinary rates is:
- 19.3.1 Two and a half days in the first 12 months of service; or
 - 19.3.2 Five days in any period of two years after the first 12 months of service; or
 - 19.3.3 One day for each completed year of service, less the total amount of any FACSLS already taken by the employee, whichever is the greater.
- 19.4 If available FACSLS is exhausted, on the death of a Family Member or relative, additional paid FACSLS of up to 2 days may be granted on a discrete, per occasion basis to an employee.

20. Long Service Leave

20.1 General

Long Service Leave for employees will accrue and be granted in accordance with the Extended Leave provisions of Schedule 1 and Schedule 2 of the Government Sector Employment Regulation 2014.

20.2 Long Service Leave (LSL) Entitlements

- 20.2.1 An employee who has completed 10 years of continuous service with the Employer is entitled to LSL of:
 - 44 working days at full pay, or
 - 88 working days at half pay, or
 - 22 working days at double pay.
- 20.2.2 For each additional calendar year of service completed in excess of 10 years, employees accrue 11 working days LSL.

20.2.3 Entitlement to leave if employment terminated in special circumstances.

- a) An employee with at least 5 years' service but less than 7 years' service whose employment is terminated:
 - i) by the employee, for reasons of illness, incapacity or domestic or other pressing necessity, or
 - ii) by the Employer for reasons other than serious and intentional misconduct.
- b) The employee is entitled to:
 - i) for 5 years' service, one month's leave on full pay, and
 - ii) for further service in excess of 5 years, additional leave proportionate to the employee's length of service (up to but not including 7 years) calculated at the rate of 3 months leave for 15 years' service.

20.2.4 Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 1 of the Government Sector Employment Regulation 2014, are entitled to access the LSL accrual indicated in subclause 20.2.1 above on a pro rata basis of 4.4 working days per completed year of service.

20.2.5 Employees who are employed part time are entitled to LSL on the same basis as that applying to a full time employee but payment for the leave is calculated on a pro rata basis.

21. Parental Leave

- 21.1 Parental leave includes maternity, adoption and other parent leave.
- 21.2 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:
 - 21.2.1 For a period up to 9 weeks prior to the expected date of birth; and
 - 21.2.2 For a further period of up to 12 months after the actual date of birth.
 - 21.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 21.3 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
 - 21.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 21.3.2 For such period, not exceeding 12 months on a full-time basis, as the Employer may determine, if the child has commenced school at the date of the taking of custody.
- 21.4 Special Adoption Leave - An employee shall be entitled to unpaid adoption leave for up to 2 days to attend interviews or examinations for the purposes of adoption. Adoption leave may be taken as a charge against annual leave, long service leave, flexitime or family and community service leave.
- 21.5 Other Parent Leave - Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:

- 21.5.1 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;
- 21.5.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in subclause 21.5.1 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.
- 21.6 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- 21.6.1 Applied for parental leave within the time and in the manner determined set out in subclause 21.10 of this clause; and
- 21.6.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 21.6.3 Payment for the parental (i.e. 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.
- 21.7 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time role who is on part time leave without pay when they start parental leave is paid:
- 21.7.1 At the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 21.7.2 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;
- 21.7.3 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.
- 21.7.4 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 21.7.5 At the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 21.7.6 At a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
- 21.7.7 At a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 21.8 Except as provided in subclause 21.6 of this clause parental leave shall be granted without pay.

21.9 Right to request - An employee who has been granted parental leave in accordance with subclause 21.2, 21.3 or 21.5 of this clause may make a request to the Employer to:

21.9.1 Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

21.9.2 Return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the employee in reconciling work and parental responsibilities.

21.9.3 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 employees, loss of efficiency and the impact on customer service.

21.10 Notification Requirements

21.10.1 When the Employer is made aware that an employee or their spouse is pregnant or is adopting a child, the Employer must inform the employee of their entitlements and their obligations under the Award.

21.10.2 An employee who wishes to take parental leave must notify the Employer 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 21.9 of this clause.

21.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:

- a) The date on which the parental leave is intended to start, and
- b) The period of leave to be taken.

21.10.4 Employee's request and the Employer's decision to be in writing

The employee's request under subclause 21.9 and the Employer's decision made under subclause 21.10 must be recorded in writing.

21.10.5 A employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Employer 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 Employer agrees.

21.10.6 An employee on maternity leave is to notify her Employer of the date on which she gave birth as soon as she can conveniently do so.

21.10.7 An employee must notify the Employer as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

- 21.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Employer and any number of times with the consent of the Employer. In each case she/he must give the Employer at least 14 days' notice of the change unless the Employer decides otherwise.
- 21.10.9 An employee has the right to her/his former role if she/he has taken approved leave or part time work in accordance with subclause 21.9 of this clause, and she/he resumes work immediately after the approved leave or work on a part time basis.
- 21.10.10 If the role occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other roles available that the employee is qualified for and is capable of performing, the employee shall be assigned to a role of the same grade and classification as the employee's former role.
- 21.10.11 An employee does not have a right to her/his former role during a period of return to work on a part time basis. If the Employer approves a return to work on a part time basis then the role occupied is to be at the same classification and grade as the former role.
- 21.10.12 An employee who has returned to full time work without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable to the Employer) must be given.
- 21.10.13 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or long service leave or sick leave without pay. An employee may apply for accrued annual leave, long service 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.
- 21.10.14 An employee may elect to take available annual leave or long service leave within the period of parental leave provided this does not extend the total period of such leave.
- 21.11 An employee may elect to take available annual leave at half pay in conjunction with parental leave provided that:
- 21.11.1 Accrued annual leave at the date leave commences is exhausted within the period of parental leave;
- 21.11.2 The total period of parental leave is not extended by the taking of annual leave at half pay;
- 21.11.3 When calculating other leave accruing during the period of annual leave at half pay, the annual 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.
- 21.12 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Employer, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 21.13 If such adjustments cannot reasonably be made, the Employer must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.

21.14 Communication during parental leave

- 21.14.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
- a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and
 - b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.
- 21.14.2 The employee shall take reasonable steps to inform the Employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- 21.14.3 The employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this subclause 21.14.

22. Military Leave

- 22.1 During the period of 12 months commencing on 1 July each year, the Employer may grant to an employee who is a volunteer part time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 22.2 Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 22.1 of this clause.
- 22.3 The Employer may grant an employee paid 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.
- 22.4 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 22.2 of this clause may be granted Military Leave Top up Pay by the Employer.
- 22.5 Military Leave Top up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 22.6 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, annual and long service leave entitlements, and the Employer will continue to make superannuation contributions at the normal rate.
- 22.7 At the expiration of military leave in accordance with subclause 22.2 or 22.3 of this clause, the employee shall furnish to the Employer a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

23. Purchased Leave

- 23.1 An employee may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 23.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.

- 23.3 The leave must be taken within the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 23.4 The leave will count as service for all purposes.
- 23.5 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay:
 - 23.5.1 Purchased leave rate means the rate of pay the employee receives when their ordinary rate has been reduced to cover the cost of purchased leave.
 - 23.5.2 To calculate the purchased leave rate of pay, the employees ordinary rate of pay will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 23.6 Purchased leave is subject to the following provisions:
 - 23.6.1 The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
 - 23.6.2 All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, long service leave or leave in lieu, will be paid at the purchased leave rate of pay.
 - 23.6.3 Sick leave cannot be taken during a time when purchased leave is being taken.
 - 23.6.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - 23.6.5 Overtime and salary related allowances not paid during periods of annual leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
 - 23.6.6 A higher duties payment will not be paid when purchased leave is being taken.
- 23.7 Specific conditions governing purchased leave may be amended from time to time by the Employer in consultation with the Union parties.

24. Leave Without Pay

- 24.1 The Employer may grant leave without pay to an employee if good and sufficient reason is shown.
- 24.2 Where an employee is granted LWOP, 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 annual leave.
- 24.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 24.4 An employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

25. Observance of Essential Religious and Cultural Obligations

- 25.1 Provided adequate notice as to the need for leave is given by an employee to the Employer and it is operationally convenient to release the employee from duty, the Employer must grant the leave applied for by the employee for the following:

- 25.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 25.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- 25.2 Annual, Long Service Leave, flex leave or Leave Without Pay may be utilised to observe the obligations.

26. Other Forms of Paid Leave

26.1 Jury Service

- 26.1.1 An employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the employee.
- 26.1.2 An employee who attends court in answer to a jury summons shall, upon return to work after discharge from jury service, provide to the Employer any certificate of attendance issued by the Sheriff or by the Registrar of the Court giving particulars of attendance(s) by the employee and the details of any payment made to the employee in respect of any such period.
- 26.1.3 In respect of any period during which an employee was required to be at work the employee shall receive:
 - a) Paid leave on ordinary pay where the employee has provided to the Employer a certificate of attendance and pays the attendance fees to the Employer. The employee may retain out of pocket expenses; or
 - b) In any other case, at the election of the employee either annual leave on full pay; or leave without pay, if the employee retains the attendance fees.

26.2 Witness at Court - Official Capacity

When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being at work. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by the Employer.

26.3 Witness at Court - Crown Witness

- 26.3.1 An employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted paid leave for the time they attend Court, provided the employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.
- 26.3.2 An employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for paid leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.

26.4 NAIDOC Day

An employee who identifies as an Indigenous Australian shall be granted up to one day paid leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the employee provides reasonable notice to the Employer.

26.5 Domestic Violence

When the leave entitlements referred to in clause 27, Leave for Matters Arising from Domestic Violence have been exhausted, the Employer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

26.6 Sport

Family and Community Services Leave may be granted for attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.

26.7 Emergency Services

26.7.1 Employees who volunteer may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify the Employer of the request for State Emergency leave as soon as possible supported by evidence in writing of their attendance as a volunteer at the emergency.

26.7.2 Where an employee is required to attend a course approved by the Rural Fire Service, the employee will be granted up to 10 days paid leave per year, subject to operational convenience. Proof of course attendance and completion is required.

26.7.3 Where an employee is required to attend a course required by the State Emergency Services (SES), the employee will be granted paid leave for the duration of the course, provided the SES advises the Employer that the employee is required to attend. Proof of course attendance and completion is required.

26.7.4 Employees may be granted an additional 1 day of paid leave for rest when they attend a declared emergency for several days as an SES or RFS volunteer.

27. Leave for Matters Arising from Domestic Violence

27.1 Leave entitlements provided for in clauses 17 (Sick Leave) and 18 (Carer's Leave) and 19 (Family and Community Service Leave), may be used by employees experiencing Domestic Violence.

27.2 Where the leave entitlements referred to in subclause 27.1 above are exhausted, the Employer shall grant paid leave in accordance with subclause 26.5 of this Award.

27.3 The Employer 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.

27.4 Personal information concerning domestic violence will be kept confidential by the Employer.

27.5 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

28. Lactation Breaks

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

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

- 28.3 An ongoing part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 28.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 28.5 The Employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 28.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 28.7 Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 28.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 17, Sick Leave of this Award, or access to a flexible working hours scheme provided for in clause 13, Flexible Working Hours of this Award, where applicable.

29. Public Holidays

- 29.1 Unless directed to attend for duty by the Employer, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 29.1.1 A public holiday throughout the State; or
- 29.1.2 A local holiday in that part of the State at or from which the employee performs duty; or
- 29.1.3 A day between Boxing Day and New Year's Day determined by the Employer as a public holiday.
- 29.2 An employee required by the Employer 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.
- 29.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

30. Transferred Employees Relocation Costs

- 30.1 The Employer will offer a relocation package to employees whose roles are relocated to another work location by the Employer and where it requires the employee to relocate their principal place of residence from one town or part of the state to another.
- 30.2 A relocation package will be in accord with the Crown Employees (Transferred Employees Compensation) Award 2009 or an Award replacing that Award.

31. Overtime

31.1 General

An employee may be directed by the Employer to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the

working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

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

31.1.2 Any risk to the employee's health and safety;

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

31.1.4 The notice (if any) given by the Employer regarding the working of the overtime, and by the employee of their intention to refuse overtime; or

31.1.5 Any other relevant matter.

31.2 Payment for overtime shall be made only where the employee works directed overtime.

31.3 Subject to clause 13 Flexible Working Hours, overtime shall be deemed as the hours directed to be worked before 7.30am, or after 6.00pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the Employer to work more than 7.6 hours after finishing overtime or before commencing overtime.

31.4 If an employee is compensated for overtime through any other arrangement, the employee is not entitled to the provisions in this clause.

31.5 The minimum payment in terms of subclause 31.7 (Overtime Rates) applies, overtime shall not be less than a quarter of an hour.

31.6 Overtime is not payable for time spent travelling.

31.7 Overtime Rates

31.7.1 The provisions of this clause shall not apply to shift workers. Overtime provisions for shift workers are set out in clause 50 of this Award.

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

a) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and double time thereafter for all directed overtime worked outside the employee's ordinary hours of work, if working standard hours, or in accordance with a Flexible Working Hours Agreement as provided for in clause 13 of this Award.

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

c) Sundays - All overtime worked on a Sunday at the rate of double time.

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

e) An employee whose salary, or salary and allowance in the nature of salary, exceeds the rate for LLS Level 6.5, as varied from time to time, shall be paid for working directed overtime at the rate for LLS Level 6.5, plus \$1.00, unless the Employer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.

31.8 If an employee is absent from work on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week,

unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.

- 31.9 An employee who works overtime on a Monday to Friday inclusive, shall be paid a minimum payment of one quarter of one hour at the appropriate rate.
- 31.10 An employee who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 31.11 Rest Periods:
- 31.11.1 An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 31.11.2 Where an employee, at the direction of the Employer, resumes or continues working without having had eight (8) consecutive hours off work, then the employee shall be paid at the appropriate overtime rate until released from work for eight hours. The employee will then be entitled to eight (8) consecutive hours off work and shall be paid for the ordinary working time occurring during the absence.

32. Recall to Work

- 32.1 An employee 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.
- 32.2 The employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 32.3 When an employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call-out period, payment shall be calculated from the commencement of the first recall until either the end of the employees attendance at work or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- 32.4 When an employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the employee was last recalled, overtime 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.
- 32.5 A recall to work commences when the employee starts work and terminates when the work is completed. A recall to work does not include time spent travelling to and from the place at which work is to be undertaken.
- 32.6 An employee recalled to work within three (3) hours of the commencement of usual hours of work shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 32.7 This clause shall not apply in cases where it is customary for an employee to return to the Employer's premises to perform a specific job outside the employee's ordinary hours of work, or where overtime is continuous with the completion or commencement of ordinary hours of work. 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.

33. On-Call Allowance

- 33.1 When required to be on call, an employee shall be:
- 33.1.1 Paid an allowance as set out in Item 1 of Table 1 of Schedule B;
- 33.1.2 Available outside of ordinary working hours;

- 33.1.3 Able to be contacted immediately;
- 33.1.4 Respond to an emergency/breakdown situation in a reasonable time agreed with the Employer;
and
- 33.1.5 In a fit state, free of the effects of alcohol or drugs.
- 33.2 If an employee who is on call and is called out by the Employer, the overtime provisions as set out in subclause 31.7 Overtime Rates or overtime worked by shift workers as set out in clause 50, whichever is appropriate shall apply to time worked;
- 33.3 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.

34. Overtime Meal Breaks

- 34.1 Employees not working flexible hours - An employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of work on weekdays, shall be allowed 30 minutes for a meal break and thereafter, 30 minutes for a meal break after every five hours of overtime worked.
- 34.2 Employees working flexible hours - An employee required to work overtime on weekdays beyond 6.00 pm and until or beyond eight and a half hours after commencing work plus the time taken for lunch, shall be allowed 30 minutes for a meal break and thereafter, 30 minutes for a meal break after every five hours of overtime worked.
- 34.3 Employees generally - An employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal break after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

35. Overtime Meal Allowances

Employees required to work overtime for an hour and a half or more immediately after their finishing time, without being given 24 hours' notice beforehand of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at Item 10 of Table 2 of Schedule B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.

36. Leave in Lieu (Lil) or Payment for Overtime

- 36.1 The Employer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the employee so elects, by the grant of leave in lieu at the overtime rate in accordance with subclause 31.7 of this Award.
- 36.2 This leave shall be taken within three months of the overtime worked subject to organisational convenience except where it is being used to look after a sick family member. The leave shall be taken in multiples of a quarter of a day. If leave in lieu is not taken within three months the overtime will be paid and the leave in lieu cancelled.

37. Travelling Expenses

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

- 37.3 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 37.4 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.
- 37.5 The Employer will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees shall obtain prior approval when making their own arrangements for overnight accommodation.
- 37.6 Subject to subclause 37.14 of this clause, an employee who is required by the Employer to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.
- 37.7 If meals are provided by the Employer at the temporary work location, the employee shall not be entitled to claim the meal allowance.
- 37.8 For the first 35 days, the payment shall be:
- 37.8.1 Where the Employer elects to pay the accommodation provider the employee shall receive:
- a) The appropriate meal allowance in accordance with the prevailing ATO ruling, and
 - b) Incidentals as set out in the prevailing ATO ruling, and
 - c) Actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 37.8.2 Where the Employer elects not to pay the accommodation provider the employee shall elect to receive either:
- a) The appropriate rate of allowance specified in the prevailing ATO ruling, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - b) In lieu of subparagraph a) of this subclause, 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 the prevailing ATO ruling.
- 37.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Employer that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 37.10 Where an employee is unable to so satisfy the Employer, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 37.11 After the first 35 days - If an employee is required by the Employer to work in the same temporary work location for more than 35 days, such employee shall be paid the appropriate rate of allowance of 50% of the appropriate location rate as set out in the prevailing ATO ruling.
- 37.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 37.11 of this clause, the Employer could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.

- 37.13 The return of an employee 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.
- 37.14 This clause does not apply to employees who are on an employee-initiated transfer or secondment in accordance with section 64 of the Act.

38. Excess Travelling Time

- 38.1 Excess Travelling Time - An employee directed by the Employer to travel on official business outside a flexitime bandwidth if working under a Flexible Working Hours Agreement or usual hours of work, for employees working standard hours, to perform work at a location other than normal headquarters or place of work, at the Employer's discretion, will be compensated for such time either by:
- 38.1.1 Payment calculated in accordance with the provisions contained in this clause or
- 38.1.2 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 Employer.
- 38.2 Compensation shall be subject to the following conditions:
- 38.2.1 On a non-working day - subject to the provisions of subclauses 38.3.4, 38.3.5 and 38.3.6 of this clause, all time spent travelling on official business;
- 38.2.2 On a working day - subject to the provisions of subclause 38.3 of this clause, all time spent travelling on official business outside a flexitime bandwidth if working under a Flexible working Hours Agreement or usual hours of work, for employees working standard hours.
- provided the period for which compensation is being sought is more than a half an hour on any one day.
- 38.3 Compensation for excess travelling time shall exclude the following:
- 38.3.1 Time normally taken for the periodic journey from home to headquarters and return;
- 38.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 38.3.3 Travel to new headquarters on permanent transfer, if paid leave has been granted for the day or days on which travel is to be undertaken;
- 38.3.4 Time from 10.00 p.m. on one day to 6.00 a.m. on the following day if sleeping facilities have been provided;
- 38.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 38.3.6 Working on board ship where meals and accommodation are provided;
- 38.3.7 Time within the flex time bandwidth if working under a Flexible Working Hours Agreement as provided for in clause 13 of this Award;
- 38.3.8 Travel overseas.
- 38.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the employee's ordinary rate of pay on an hourly basis.
- 38.5 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.

- 38.6 Employees whose salary is in excess of the rate for LLS Level 5.4 shall be paid travelling time or waiting time calculated at the rate for LLS Level 5.4, plus \$1.00 as adjusted from time to time.
- 38.7 Time off in lieu or payment for excess travelling time or waiting time will not be approved for more than eight hours in any period of 24 consecutive hours.

39. Business Usage of Private Motor Vehicle

- 39.1 The Employer may authorise an employee to use a private motor vehicle for work where:
- 39.1.1 Such use will result in greater efficiency or involve the LLS in less expense than if travel were undertaken by other means; or
- 39.1.2 Where the employee is unable to use other means of transport due to a disability.
- 39.2 An employee who, with the approval of the Employer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in the prevailing ATO ruling for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 39.4 of this clause.
- 39.3 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.
- 39.3.1 The casual rate is payable if an employee elects, with the approval of the Employer, 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.
- 39.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.
- 39.4 Deduction from allowance
- 39.4.1 Except as otherwise specified in this Award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
- 39.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per subclause 39.4.3.
- 39.4.3 Designated headquarters
- a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- b) An employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.
- 39.4.4 On days when an employee uses a private vehicle for official business and travels to and from home, whether or not the employee during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the

employee's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

39.4.5 Where a headquarters has been designated per subclause 39.4.3 and the employee is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

39.4.6 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 claim shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subclause is exclusive of, and not in addition to, days referred to in subparagraphs a), b) and c) of this subclause.
- e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Employer is satisfied that:
 - i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - ii) the periodical ticket was in fact purchased; and
 - iii) in regard to train travellers, no allowance is to be paid in respect of distance between the employee's home and the railway station or other intermediate transport stopping place.

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

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

39.7 Where an employee tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the employee shall be entitled to an additional allowance as prescribed in Item 7 of Table 2 of Schedule B.

40. Damage to Private Motor Vehicle Used for Work

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

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

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

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

40.2.1 The damage was sustained on approved work activities; and

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

41. Remote Locations Living Allowance

- 41.1 An employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 41.1.1 Indefinitely stationed and living in a remote area as defined in subclause 41.2 of this clause; or
 - 41.1.2 Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 41.2 of this clause.
- 41.2 Grade of appropriate allowance payable under this clause shall be determined as follows:
- 41.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 3 of Table 2 of Schedule B in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in subclauses 41.2.2 and 41.2.3 of this clause;
 - 41.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 3 of table 2 of Schedule B; in respect of the towns and localities of Angledool, Barrington, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
 - 41.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 3 of table 2 of Schedule B in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.
- 41.3 The dependant rate for each grade is payable where:
- 41.3.1 The employee has a dependant as defined in subclause 41.4; and
 - 41.3.2 The employee's dependant(s) resides within the area that attracts the remote area allowance; and
 - 41.3.3 The employee's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 41.4 For the purposes of this clause dependant is defined as
- 41.4.1 The spouse of the employee (including a de facto spouse);
 - 41.4.2 Each child of the employee aged eighteen years or under;
 - 41.4.3 Each child of the employee aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
 - 41.4.4 Any other person who is part of the employee's household and who is, in the opinion of the Employer, substantially financially dependent on the employee.
- 41.5 Fixed term employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.
- 41.6 An employee who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave

41.7 An employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:

41.7.1 The employee continues in employment; and

41.7.2 The dependants continue to reside in the area specified; and

41.7.3 Military pay does not exceed the employee's salary plus the remote areas allowance.

If the military salary exceeds the employee's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

42. Other Allowances

42.1 Camping Allowance

Where the employee is directed to camp, conditions and allowances shall be as follows:

42.1.1 Amenities

- a) A permanent solid floor structure, externally clad and internally lined.
- b) A bed and mattress and pillow.
- c) A lockable door and windows that are fly screened.
- d) Table and chairs.
- e) Artificial lighting.
- f) Heating if required.
- g) Shower facilities with hot and cold water.
- h) Toilet facilities that are fly proof.
- i) Kitchen equipped with stove, cooking equipment as required, utensils, storage, sink with water, refrigerator, cleaning equipment and materials for cleaning.
- j) Adequate supplies of fresh drinking water.

42.1.2 In the event of there being no permanent structure, the Employer shall provide a caravan with amenities equivalent to those required above.

42.1.3 Where the Employer is unable to provide such equipment specified above, with Employer approval the employee shall be:

- a) Reimbursed for the cost of hiring such equipment upon production of receipts; or
- b) Be paid the daily allowance for providing their own equipment as provided for in Item 2 of Table 2 of Schedule B.

42.1.4 An employee may provide their own bedding or sleeping bag and be paid the bedding allowance as set out in Item 2 of Table 2 of Schedule B. Otherwise the Employer shall provide necessary sheets, blankets or sleeping bag.

42.1.5 Camping allowance and amounts per day are as set out in Item 1 of Table 2 of Schedule B.

42.2 Home Office Allowance

Where the Employer, by a formal written request, requires an employee to use a space at their home as an office, and requires the employee to spend the majority of their office time in that office, the following conditions will apply:

- 42.2.1 A formal agreement shall be signed by the Employer and the employee before such official use of the space.
- 42.2.2 The Employer will be responsible for providing a desk, chair, cabinet, telephone, computer and other necessary equipment as determined by the Employer.
- 42.2.3 The furniture and equipment provided by the Employer shall remain the property of the Employer.
- 42.2.4 An Allowance per year of an amount set out in Item 4 of table 2 of Schedule B, payable to the employee on a fortnightly basis in arrears, shall be paid by the Employer on commencement of the use of the room after the agreement has been signed.
- 42.2.5 The amount of the Allowance will increase in accordance with the amount specified in the annual CPI published by the Australian Bureau of Statistics as at June quarter.
- 42.2.6 If the agreement is cancelled in writing by either party, no further payments shall be paid by the Employer and no amounts shall be refunded by the employee.

42.3 Flying Allowance

Where an employee is required by the Employer to work from an in-flight situation the employee shall be paid an allowance as set out in Item 2 of Table 1 of Schedule B. The flying allowance payable under this subclause shall be in addition to any other entitlement for the time actually spent working in the aircraft.

42.4 Horse Allowance

If the Employer requests an employee to use his or her own horse for their official duties and the employee agrees, the employee is entitled to be paid an amount as set out in Item 5 of table 2 of Schedule B for each week or part thereof that the horse is used.

42.5 Dog Allowance

If the Employer requests an employee to use his or her own dog or dogs for their official duties, and the employee agrees, the employee is entitled to be paid an amount as set out in Item 6 of table 2 of Schedule B, for each week or part thereof that the dog is used.

43. Above Level Assignments Allowance

- 43.1 Employees who are authorised by the Employer to perform all the duties of an above level assignment for five or more consecutive days, shall not be paid less than the minimum salary of the higher role.
- 43.2 Where in any one period of an above level assignment of five consecutive days or more the employee does not perform the whole of the duties of the higher role, the employee will be paid a percentage as determined by the Employer of the minimum salary of the higher role.

44. Salary Packaging

- 44.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed in clause 7 or in Table 1 of Schedule A of this Award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

- 44.2 An employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 44.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged.
- 44.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and the Employer will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 44.5 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
- 44.5.1 Any fringe benefits tax liability arising from a salary packaging arrangement; and
- 44.5.2 Any administrative fees.
- 44.6 Where the employee makes an election to salary package the following payments made by the Employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 44.6.1 Superannuation Guarantee Contributions;
- 44.6.2 Any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
- 44.6.3 Payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

SECTION 3 - OTHER MATTERS

45. Consultation Arrangements

- 45.1 The Employer is committed to establishing effective consultation on matters of mutual interest and concern, both formal and informal between the parties to this Award.
- 45.2 A Joint Consultative Committee (JCC) will be established to facilitate communication and discussion between the parties to help establish cooperation and trust. The JCC will provide a forum for the parties to work together when consultation takes place about workplace change, employment related policies and the review and implementation of this Award.

46. Trade Union Leave and Activities

- 46.1 LLS will grant special leave with pay to:
- 46.1.1 Union delegates for undertaking the following activities:
- a) annual or biennial conferences of the delegate's Union;
 - b) meetings of the union executive, committee of management or councils;
 - c) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - d) attending meetings called by Unions NSW involving the delegate's Union which requires the attendance of a delegate;

- e) giving evidence before an industrial tribunal as a witness for the delegate's Union.
- 46.1.2 Union members up to a maximum of 12 days in any two year period for undertaking courses organised and conducted for or by the employee's Union or a training provider nominated by the employee's Union;
- 46.1.3 this leave is granted subject to:
- a) LLS's operational requirements;
 - b) the employee's absence being able to be covered by existing employees;
 - c) pay being paid at the ordinary hours rate, that is the base rate of pay excluding extraneous payments such as shift allowances, penalty rates, overtime, overtime in lieu, or other costs;
 - d) all travel and associated expenses being met by the employee or the employee's Union;
 - e) the employee's Union or a nominated training provider confirming the employee's attendance in writing;
 - f) the Union advising LLS in writing, in advance and as soon as the date, time and expected duration of meetings, training or activities are known;
- 46.1.4 LLS will allow the employee reasonable travel time to and from such meetings, conferences and training where special leave applies;
- 46.1.5 LLS will re-credit any flex leave or other leave applied for on the day to which special leave applies;
- 46.2 Subject to operational requirements, Union delegates will be released from the performance of their normal duties and will be regarded as being on duty when required to undertake any of the following activities in their role as delegate:
- 46.2.1 attendance at JCC meetings;
 - 46.2.2 attendance at meetings with management requiring an employee to attend in the capacity of Union delegate;
 - 46.2.3 attendance at disciplinary or grievance meetings where an employee requires the presence of a Union delegate;
 - 46.2.4 giving evidence in court or a similar tribunal on behalf of LLS;
 - 46.2.5 presenting information about the Union to new employees inducted at LLS;
 - 46.2.6 distributing official information from the delegate's Union at the workplace provided a minimum of 24 hours' notice is given to LLS management, unless otherwise agreed between LLS and the Union delegate. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.
- 46.3 Where Union delegates are carrying out Union delegate functions as described in subclause 46.2 above, LLS will:
- 46.3.1 allow the Union delegate reasonable preparation time before attending meetings with management;
 - 46.3.2 allow for reasonable travel time to and from meetings;

46.3.3 meet the approved travel and accommodation costs incurred from meetings called by LLS management;

46.3.4 re-credit any flex leave or other leave applied for on the days which on duty Union delegate responsibilities are required;

46.3.5 provide delegates with reasonable access to the following facilities for authorised Union activities:

- a) telephone, facsimile, e-mail if available;
- b) access to staff noticeboards for material authorised by the delegate's Union;
- c) workplace conference or meeting facilities, where available, for meetings with members as agreed with LLS and the delegate's Union.

46.4 LLS and the Union may enter into an on-loan arrangement allowing a Union

member to be seconded to the Union. This on-loan arrangement is granted subject to:

46.4.1 the employee not working on LLS related matters, unless otherwise agreed in advance with LLS;

46.4.2 the Union reimbursing LLS all employee-related costs including salary and on costs such as superannuation, etc. although LLS will continue to be responsible for paying the employee while they are on loan;

46.4.3 written agreement being reached with LLS prior to the commencement of the on-loan arrangement including the details of the on-loan arrangement, duration and the cost reimbursement schedule;

46.4.4 the on-loan arrangement being kept to a minimum time;

46.4.5 any application to extend the on-loan arrangement being made in writing to LLS and agreement reached about the arrangement well in advance of the expiry date of the current arrangement;

46.4.6 on-loan arrangements being considered as service with LLS for the purpose of accrual of leave. The Union will advise LLS of any leave taken by the employee while they are on loan;

46.4.7 LLS granting the on-loan arrangement at its discretion to an employee on a full time or a part time basis subject to LLS's operational requirements.

47. Work Environment

47.1 Work Health and Safety - The parties to this Award are committed to achieving and maintaining an accident-free and healthy workplace in LSS by:

47.1.1 The development of policies and guidelines for the LLS on Work Health, Safety and Rehabilitation;

47.1.2 Assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011* by establishing agreed Work Health and Safety consultative arrangements in LLS and or/work premises; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within LSS to achieve these objectives;

47.1.3 Identifying training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;

47.1.4 Developing strategies to assist the rehabilitation of injured employees;

47.1.5 Involving the Agency Head in the provisions of subclause 47.1.1 to 47.1.4 of this clause.

- 47.2 Equality in employment - The Employer is committed to the achievement of equality in employment and the Award has been drafted to reflect this commitment.
- 47.3 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*. The Employer and employees are required to refrain from, or being party to, any form of harassment in the workplace.

48. Anti-Discrimination

- 48.1 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.
- 48.2 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.
- 48.3 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.
- 48.4 Nothing in this clause is to be taken to affect:
- 48.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 48.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 48.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 48.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 48.5 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.
- 48.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 48.5.2 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."

SECTION 4 - CONDITIONS COVERING SHIFTWORKERS

49. Shift Work

- 49.1 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 for the period of the shift worked:

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%

- 49.2 The loadings specified in subclause 49.1 of this clause shall only apply to shifts worked from Monday to Friday.
- 49.3 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.
- 49.4 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.
- 49.5 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.
- 49.6 Public Holidays - the following shall apply:
- 49.6.1 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;
- 49.6.2 A shift worker rostered off work 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.
- 49.7 Shift Workers Additional leave shall be granted on the following basis:

The number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

- 49.8 The additional leave provided for subclause 49.7 shall be granted after 1 December each year for the preceding 12 months.
- 49.9 Where the shift worker retires or resigns, or the employment of a shift worker is terminated by the Employer, any payment that has accrued from the preceding 1 December until the last day of service shall be paid to the shift worker.
- Payment shall be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement, resignation or termination.
- 49.10 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 Agency Head.
- 49.11 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.

- 49.12 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- 49.13 If a shift worker continues to work or resumes work without having had eight (8) consecutive hours off work, the shift worker shall be paid overtime in accordance with clause 50, Overtime Worked by Shift Workers of this Award, until released from work for eight (8) consecutive hours. The shift worker will then be entitled to be off work for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- 49.14 Time spent off work may be calculated by determining the amount of time elapsed after:
- 49.14.1 The completion of an ordinary rostered shift; or
 - 49.14.2 The completion of authorised overtime; or
 - 49.14.3 The completion of additional travelling time, if travelling in work time, but shall not include time spent travelling to and from the workplace.
- 49.15 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.

50. Overtime Worked by Shift Workers

- 50.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not in addition to the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- 50.1.1 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.
 - 50.1.2 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.
 - 50.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
 - 50.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
 - 50.1.5 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Grade 6.5 (Pay point 26), as varied from time to time, shall be paid for working directed overtime at the maximum rate for Grade 6.5 (Pay point 26) plus \$1.00, unless the Employer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.
- 50.2 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 work.
- 50.3 The rest period off work 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.

SECTION 5 - TRAINING AND PROFESSIONAL DEVELOPMENT

51. Employee Development and Training Activities

- 51.1 For the purpose of this clause, the following shall be regarded as employee development and training activities:

- 51.1.1 All employee development courses conducted by a NSW Public Sector organisation;
 - 51.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 51.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 51.2 For the purposes of this clause, the following shall not be regarded as employee development and training activities:-
- 51.2.1 Activities for which study assistance is appropriate;
 - 51.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Union); and
 - 51.2.3 Activities which are of no specific relevance to the LLS.
- 51.3 Attendance of an employee at activities considered by the Employer to be:
- 51.3.1 Essential for the efficient operation of the LLS; or
 - 51.3.2 Developmental and of benefit to the LLS;
- shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.
- 51.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the LLS:
- 51.4.1 Recognition that the employees are performing normal duties during the course;
 - 51.4.2 Adjustment for the hours so worked under flexible working hours;
 - 51.4.3 Payment of course fees;
 - 51.4.4 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
 - 51.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Employer is satisfied that the approval to attend constitutes a direction to work overtime under clause 31, Overtime of this Award.
- 51.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the LLS:
- 51.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
 - 51.5.2 Payment of course fees;
 - 51.5.3 Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - 51.5.4 Such other conditions as may be considered appropriate by the Employer given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.

- 51.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the LLS, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Employer is able to release the employee, such leave shall be granted as a charge against available flex leave, annual/long service leave or as leave without pay.
- 51.7 Above Level Assignment Allowance - Payment of an above level assignment allowance is to continue where the employee is in receipt of such allowance and attends a training or developmental activity whilst on duty in accordance with this clause.

52. Study Assistance

- 52.1 The Employer shall have the power to grant or refuse study time.
- 52.2 Where the Employer approves the grant of study time, the grant shall be subject to:
- 52.2.1 The course being a course relevant to the LLS;
 - 52.2.2 The time being taken at the convenience of the LLS; and
 - 52.2.3 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.
- 52.3 Study time may be granted to Ongoing and Fixed Term Full Time employees and Ongoing and Fixed Term Part Time employees. Part Time employees however shall be entitled to a pro-rata allocation of study time to that of a Full Time employee.
- 52.4 Study time may be used for:
- 52.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 52.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - 52.4.3 Private study; and/or
 - 52.4.4 Accumulation, subject to the conditions specified in subclauses 52.6 to 52.10 of this clause.
- 52.5 Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 52.5.1 Face-to-Face - Employee may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - 52.5.2 Correspondence - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - 52.5.3 Accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 52.6 to 52.10 of this clause.
- 52.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the LLS.
- 52.7 Employees 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 employee and the Employer.
- 52.8 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued

period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.

- 52.9 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 52.10 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 52.11 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 52.12 Correspondence Courses - Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 52.13 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.
- 52.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 86.15 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.
- 52.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 52.17 The period granted as examination leave shall include:
- 52.17.1 Time actually involved in the examination;
 - 52.17.2 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 employee.
- 52.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 52.19 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 52.20 All employees are eligible to apply and no prior service requirements are necessary.
- 52.21 Study leave shall be granted without pay, except where the Employer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Employer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 52.22 Where financial assistance is approved by the Employer for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 52.23 Scholarships for Part Time Study - In addition to the study time/study leave provisions under this clause, the Employer may choose to identify courses or educational programmes of particular relevance or value and establish a LLS 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.

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

Table 1 - Salary Pay Points

Pay Point	\$ Effective from first full pay after 1 July 2018 2.50%	Grade
1	47,084	1.1
2	47,898	1.2
3	49,481	1.3
4	52,674	1.4
5	55,865	2.1
6	58,381	2.2
7	60,567	2.3
8	63,199	3.1
9	65,056	3.2
10	66,871	3.3
11	68,707	3.4
12	70,652	4.1
13	72,783	4.2
14	75,055	4.3
15	77,363	4.4
16	81,490	5.1
17	83,403	5.2
18	84,641	5.3
19	86,033	5.4
20	89,406	5.5
21	92,026	5.6
22	94,782	6.1
23	97,616	6.2
24	100,202	6.3
25	101,684	6.4
26	104,918	6.5
27	108,044	7.1
28	111,082	7.2
29	115,617	7.3
30	119,061	7.4
31	121,379	7.5
32	124,965	8.1
33	130,262	8.2
34	133,160	8.3
35	138,421	8.4
36	144,521	8.5

Table 2 - Administration and Clerical (A&C) Stream

Classification	Grade	Pay Point
A&C 1 Level 1	1.1	1
A&C 1 Level 2	1.2	2
A&C 1 Level 3	1.3	3
A&C 1 Level 4	1.4	4

Hard Barrier - Comparative Assessment Required		
A&C 2 Level 1	2.1	5
A&C 2 Level 2	2.2	6
A&C 2 Level 3	2.3	7
Hard Barrier - Comparative Assessment Required		
A&C 3 Level 1	3.1	8
A&C 3 Level 2	3.2	9
A&C 3 Level 3	3.3	10
A&C 3 Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
A&C 4 Level 1	4.1	12
A&C 4 Level 2	4.2	13
A&C 4 Level 3	4.3	14
A&C 4 Level 4	4.4	15
Hard Barrier - Comparative Assessment Required		
A&C 5 Level 1	5.2	17
A&C 5 Level 2	5.4	19
A&C 5 Level 3	5.5	20
A&C 5 Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
A&C 6 Level 1	6.1	22
A&C 6 Level 2	6.2	23
A&C 6 Level 3	6.4	25
A&C 6 Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
A&C 7 Level 1	7.1	27
A&C 7 Level 2	7.2	28
A&C 7 Level 3	7.3	29
A&C 7 Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
A&C 8 Level 1	8.1	32
A&C 8 Level 2	8.2	33
A&C 8 Level 3	8.4	35
A&C 8 Level 4	8.5	36

Table 3 - Advisory and Technical (A&T) Stream

Classification	Grade	Pay Point
A&T 1 Level 1	5.2	17
A&T 1 Level 2	5.4	19
A&T 1 Level 3	5.5	20
A&T 1 Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
A&T 2 Level 1	6.1	22
A&T 2 Level 2	6.2	23
A&T 2 Level 3	6.4	25
A&T 2 Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
A&T 3 Level 1	7.1	27
A&T 3 Level 2	7.2	28
A&T 3 Level 3	7.3	29
A&T 3 Level 4	7.4	30

Hard Barrier - Comparative Assessment Required		
A&T 4 Level 1	8.1	32
A&T 4 Level 2	8.2	33
A&T 4 Level 3	8.4	35
A&T 4 Level 4	8.5	36

Table 4 - Field Operations (FO) Stream

Classification	Grade	Pay Point
FO1 Level 1	1.3	3
FO1 Level 2	1.4	4
Hard Barrier - Comparative Assessment Required		
FO2 Level 1	2.1	5
FO2 Level 2	2.2	6
FO2 Level 3	2.3	7
Hard Barrier - Comparative Assessment Required		
FO3 Level 1	3.1	8
FO3 Level 2	3.2	9
FO3 Level 3	3.3	10
FO3 Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
FO4 Level 1	4.1	12
FO4 Level 2	4.2	13
FO4 Level 3	4.3	14
FO4 Level 4	4.4	15

Table 5 - District Veterinarian Stream

Classification	Grade	Pay Point
Level 1	4.4	15
Level 2.1	5.1	16
Level 2.2	5.3	18
Level 2.3	5.6	21
Level 3.1	6.2	23
Level 3.2	6.3	24
Level 3.3	7.2	28
Level 4.1	7.3	29
Level 4.2	7.4	30
Level 4.3	7.5	31
Hard Barrier - Comparative Assessment Required		
Team Leader Animal Biosecurity and Welfare Level 1	8.1	32
Team Leader Animal Biosecurity and Welfare Level 2	8.2	33

SCHEDULE B

ALLOWANCES AND EXPENSES

Table 1 - Work Related Allowances

Item No	Clause No	Allowance	\$ Effective from first full pay after 1 July 2018 2.5%
1	33.1	On-call allowance	\$0.98 per hour
2	42.3	Flying allowance	\$20.20 per hour

Table 2 - Meal, Travel and Other Expense Related Allowances

Item No.	Clause No.	Description	Rates Effective from 1 July 2018 \$
1	42.1.5	Camping allowance	Per night
		Established camp	\$32.25
		Non established camp	42.65
		Additional allowance for employees who camp in excess of 40 nights per year	10.15
2	42.1.4 & 42.1.5	Camping equipment allowance	Per night
		Camping equipment allowance	\$31.95
		Bedding and sleeping bag	5.40
3	41	Remote areas allowance	Per annum
		With dependants	
		41.2.1 - Grade A	2,042
		41.2.2 - Grade B	2,708
		41.2.3 - Grade C	3,616
		Without dependants	
		41.2.1 - Grade A	1,425
		41.2.2 - Grade B	1,898
		41.2.3 - Grade C	2,534
4	42.2.4	Home Office Allowance	929
5	42.4	Horse Allowance	11.05 per week
6	42.5	Dog Allowance	\$5.70 per week

Adjustments:

In adjusting work related and expense 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).

The Expense Related Allowances listed in Items 1, 2, 3, 4, 5 and 6 of Table 2 of Schedule B will be varied in accordance with the same variations and operative dates that apply to similar allowances set out in the Crown Employees (Public Sector -Conditions of Employment) Reviewed Award 2009 or any replacement Award. These variations are based on changes with the Sydney Consumer Price Index (CPI) for the preceding year to the March of the current year.

SCHEDULE C - TRANSITIONAL ARRANGEMENTS

- Schedule C applies only to former employees of CMA AG who at the time of their transfer to LLS were contracted to work a 35 hour week.
- The following table outlines the clauses and subclause contained in the Award where transitional arrangements apply to employees of LLS in accordance with clause 1 of Schedule C.

Clause	Title	Award clause for 38 hour week employees	Transitional Provision for 35 hour week employees
2	Definitions - Ordinary Working Hours	means full time ordinary working hours shall be 38 hours per week Monday to Friday	means full time ordinary working hours shall be 35 hours per week Monday to Friday

2	Definitions - Part Time Employees	means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3 , including an employee working in a job share arrangement and where the ordinary hours of work are less than 38 per week or less than 7.6 hours per standard work day.	means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3 , including an employee working in a job share arrangement and where the ordinary hours of work are less than 35 per week or less than 7 hours per standard work day.
2	Definitions - Standard Hours	means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7.6 hours, Monday to Friday, with a lunch break of one hour.	means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7 hours, Monday to Friday, with a lunch break of one hour.
10.2	Ongoing Full Time Employment	A full time employee is an employee employed to work ordinary hours of 38 hours per week as provided for in clause 12	A full time employee is an employee employed to work ordinary hours of 35 hours per week as provided for in clause 12 of this Award
10.5.2(a)	Overtime for Casuals	When directed to perform overtime, casual employees shall be paid for hours in excess of 38 hours a week or in excess of 10 hours on any one day.	When directed to perform overtime, casual employees shall be paid for hours in excess of 35 hours a week or in excess of 10 hours on any one day.
12.1	Hours of work	The ordinary hours of work shall be 38 hours per week Monday to Friday.	The ordinary hours of work shall be 35 hours per week Monday to Friday.
31.3	Overtime	Subject to clause 13 flexible working hours, overtime shall be deemed as the hours directed to be worked before 7.30 am, or after 6.00 pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the employer to work more than 7.6 hours after finishing overtime or before commencing overtime	Subject to clause 13 flexible working hours, overtime shall be deemed as the hours directed to be worked before 7.30 am, or after 6.00 pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the employer to work more than 7 hours after finishing overtime or before commencing overtime.

The transitional arrangements will remain in force until an employee's:

Employment is terminated, or

Accepts a voluntary transfer to a new role, or

Is regraded to a higher role, or

Is merit selected into a new role.

The transitional arrangements will continue to apply to an employee who obtained a role at the same grade, or at a lower grade, as a result of a change management plan or organisational change.

SCHEDULE D - TRANSLATION TO NEW CLASSIFICATION STRUCTURE

Table 1 - Pay Points to Grade

Pay Point	Grade	Pay Point	Grade	Pay Point	Grade
1	1.1	13	4.2	25	6.4
2	1.2	14	4.3	26	6.5
3	1.3	15	4.4	27	7.1
4	1.4	16	5.1	28	7.2
5	2.1	17	5.2	29	7.3
6	2.2	18	5.3	30	7.4
7	2.3	19	5.4	31	7.5
8	3.1	20	5.5	32	8.1
9	3.2	21	5.6	33	8.2
10	3.3	22	6.1	34	8.3
11	3.4	23	6.2	35	8.4
12	4.1	24	6.3	36	8.5

Table 2 - Administration and Clerical Stream

Administration and Clerical Stream		
Classification	Grade	Pay Point
Customer Service Representative Level 1	1.1	1
Customer Service Representative Level 2	1.2	2
Customer Service Representative Level 3	1.3	3
Customer Service Representative Level 4	1.4	4
Hard Barrier - Comparative Assessment Required		
Customer Services Officer Level 1	2.1	5
Customer Services Officer Level 2	2.2	6
Customer Services Officer Level 3	2.3	7
Hard Barrier - Comparative Assessment Required		
Senior Customer Services Officer Level 1	3.1	8
Senior Customer Services Officer Level 2	3.2	9
Senior Customer Services Officer Level 3	3.3	10
Senior Customer Services Officer Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
Administration Officer Level 1	4.1	12
Administration Officer Level 2	4.2	13
Administration Officer Level 3	4.3	14
Administration Officer Level 4	4.4	15
Hard Barrier - Comparative Assessment Required		
Coordinator Customer Service Level 1	5.2	17
Coordinator Customer Service Level 2	5.4	19
Coordinator Customer Service Level 3	5.5	20
Coordinator Customer Service Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
Senior Administration Officer Level 1	5.2	17
Senior Administration Officer Level 2	5.4	19
Senior Administration Officer Level 3	5.5	20
Senior Administration Officer Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
Business and Finance Officer Level 1	6.1	22
Business and Finance Officer Level 2	6.2	23
Business and Finance Officer Level 3	6.4	25
Business and Finance Officer Level 4	6.5	26

Hard Barrier - Comparative Assessment Required		
Senior Business and Finance Officer Level 1	7.1	27
Senior Business and Finance Officer Level 2	7.2	28
Senior Business and Finance Officer Level 3	7.3	29
Senior Business and Finance Officer Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
Manager Business and Finance Level 1	8.1	32
Manager Business and Finance Level 2	8.2	33
Manager Business and Finance Level 3	8.4	35
Manager Business and Finance Level 4	8.5	36

Table 3 - Advisory and Technical Stream

Advisory and Technical Stream		
Classification	Grade	Pay Point
Land Services Officer Level 1	5.2	17
Land Services Officer Level 2	5.4	19
Land Services Officer Level 3	5.5	20
Land Services Officer Level 4	5.6	21
Senior Biosecurity Officer Level 1	5.2	17
Senior Biosecurity Officer Level 2	5.4	19
Senior Biosecurity Officer Level 3	5.5	20
Senior Biosecurity Officer Level 4	5.6	21
Strategic Land Services Officer Level 1	5.2	17
Strategic Land Services Officer Level 2	5.4	19
Strategic Land Services Officer Level 3	5.5	20
Strategic Land Services Officer Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
Communications Officer Level 1	6.1	22
Communications Officer Level 2	6.2	23
Communications Officer Level 3	6.4	25
Communications Officer Level 4	6.5	26
Geographic Information Systems Officer Level 1	6.1	22
Geographic Information Systems Officer Level 2	6.2	23
Geographic Information Systems Officer Level 3	6.4	25
Geographic Information Systems Officer Level 4	6.5	26
Senior Land Services Officer Level 1	6.1	22
Senior Land Services Officer Level 2	6.2	23
Senior Land Services Officer Level 3	6.4	25
Senior Land Services Officer Level 4	6.5	26
Senior Strategic Land Services Officer Level 1	6.1	22
Senior Strategic Land Services Officer Level 2	6.2	23
Senior Strategic Land Services Officer Level 3	6.4	25
Senior Strategic Land Services Officer Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
Team Leader Invasive Species and Plant Health Level 1	7.1	27
Team Leader Invasive Species and Plant Health Level 2	7.2	28
Team Leader Invasive Species and Plant Health Level 3	7.3	29
Team Leader Invasive Species and Plant Health Level 4	7.4	30

Team Leader Land Services Level 1	7.1	27
Team Leader Land Services Level 2	7.2	28
Team Leader Land Services Level 3	7.3	29
Team Leader Land Services Level 4	7.4	30
Team Leader Strategic Land Services Level 1	7.1	27
Team Leader Strategic Land Services Level 2	7.2	28
Team Leader Strategic Land Services Level 3	7.3	29
Team Leader Strategic Land Services Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
Manager Biosecurity and Emergency Services Level 1	8.1	32
Manager Biosecurity and Emergency Services Level 2	8.2	33
Manager Biosecurity and Emergency Services Level 3	8.4	35
Manager Biosecurity and Emergency Services Level 4	8.5	36
Manager Land Services Level 1	8.1	32
Manager Land Services Level 2	8.2	33
Manager Land Services Level 3	8.4	35
Manager Land Services Level 4	8.5	36
Manager Strategic Land Services Level 1	8.1	32
Manager Strategic Land Services Level 2	8.2	33
Manager Strategic Land Services Level 3	8.4	35
Manager Strategic Land Services Level 4	8.5	36

Table 4 - Field Operations Stream

Field Operations Stream		
Classification	Grade	Pay Point
Conservation Field Officer Level 1	1.3	3
Conservation Field Officer Level 2	1.4	4
Field Officer (Travelling Stock Routes) Level 1	1.3	3
Field Officer (Travelling Stock Routes). Level 2	1.4	4
Hard Barrier - Comparative Assessment Required		
Conservation Field Officer Levels 3 and 4	2.1	5
Conservation Field Officer Level 5	2.3	7
Senior Field Officer (Travelling Stock Routes) Level 1	2.1	5
Senior Field Officer (Travelling Stock Routes) Level 2	2.2	6
Senior Field Officer (Travelling Stock Routes) Level 3	2.3	7
Hard Barrier - Comparative Assessment Required		
Conservation Field Officer Level 6	3.2	9
Conservation Field Officer Level 7	3.3	10
Biosecurity Support Officer Level 1	3.1	8
Biosecurity Support Officer Level 2	3.2	9
Biosecurity Support Officer Level 3	3.3	10
Biosecurity Support Officer Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
Biosecurity Officer Level 1	4.1	12
Biosecurity Officer Level 2	4.2	13
Biosecurity Officer Level 3	4.3	14
Biosecurity Officer Level 4	4.4	15

Ranger (Travelling Stock Routes) Level 1	4.1	12
Ranger (Travelling Stock Routes) Level 2	4.2	13
Ranger (Travelling Stock Routes) Level 3	4.3	14
Ranger (Travelling Stock Routes) Level 4	4.4	15
Hard Barrier - Comparative Assessment Required		
Managing Ranger (Grandparented for present occupants)	5.1 (\$81,490 p/a from FFPP 1.7.2018)	16

Table 5 - District Veterinarian Stream

District Veterinarian Stream (Personal Progression)		
Classification	Grade	Pay Point
District Vet Level 1	4.4	15
District Vet Level 2.1	5.1	16
District Vet Level 2.2	5.3	18
District Vet Level 2.3	5.6	21
District Vet Level 3.1	6.2	23
District Vet Level 3.2	6.3	24
District Vet Level 3.3	7.2	28
District Vet Level 4.1	7.3	29
District Vet Level 4.2	7.4	30
District Vet Level 4.3	7.5	31
Hard Barrier - Comparative Assessment Required		
Team Leader Animal Biosecurity and Welfare Level 1	8.1	32
Team Leader Animal Biosecurity and Welfare Level 2	8.2	33
Senior District VET (Grandparented for present occupants)	8.3 (\$133,160 p/a from FFPP 1.7.2018)	34

P. KITE, Commissioner.

Printed by the authority of the Industrial Registrar.

**SYDNEY CRICKET AND SPORTS GROUND TRUST
(MAINTENANCE STAFF) ENTERPRISE AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Federation of Employers and Industries, Industrial Organisation of Employers and State Peak Council.

(Case No. 386497 of 2017)

Before Chief Commissioner Kite

12 January 2018

ENTERPRISE AWARD

PART A

1. Title

This enterprise award shall be known as the Sydney Cricket and Sports Ground Trust (Maintenance Staff) Enterprise Award 2018.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties
4.	Definitions
4A.	Contract of Employment
5.	Intent of the Enterprise Award
6.	Commitment to Improving Productivity, Efficiency and Flexibility
7.	Measures to Achieve Gains in Productivity, Efficiency and Flexibility
8.	Hours of Work
9.	Rostered Days Off
10.	Apprentices
11.	Annual Leave
12.	Sick Leave
13.	Long Service Leave
14.	Parental Leave
15.	Bereavement Leave
16.	Jury Service
17.	Induction/Training
18.	Wage Rates
19.	Allowances
20.	No Extra Claims
21.	Payment of Wages
22.	Superannuation
23.	Public Holidays
24.	Consultative Committee
25.	Work Health and Safety
26.	Contracting of Works
27.	Trust Uniform and Personal Identification

28. Tools
29. Posting of Notices
30. Union Delegate
31. Fares and Travel Time
32. Income Protection Insurance
33. Grievance and Dispute Procedures
34. Termination of Employment
35. Redundancy
36. Relationship to Parent Awards
37. Anti-Discrimination
38. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

3. Parties

3.1 The parties to this enterprise award are:

3.1.1 The Sydney Cricket and Sports Ground Trust; and

3.1.2 the following industrial organisations of employees that represent persons employed, or intending to be employed, in this enterprise:

3.1.2.1 The New South Wales Plumbers and Gasfitters Employees' Union

3.1.2.2 The Construction, Forestry, Mining and Energy Union (New South Wales Branch);
and

3.1.2.3 The Electrical Trades Union of Australia, New South Wales Branch.

4. Definitions

4.1 "Enterprise Award" means this enterprise award.

4.2 "Operative Date" means the first full pay period on or after the date of the approval of the award.

4.3 "Enterprise" and "Trust" means the Sydney Cricket and Sports Ground Trust

4.4 "Union(s)" means:

4.4.1 The New South Wales Plumbers and Gasfitters Employees' Union

4.4.2 Construction, Forestry, Mining and Energy Union (New South Wales Branch) (CFMEU)

4.4.3 Electrical Trades Union of Australia, New South Wales Branch (ETU)

4.5 "TAFE" means the NSW Technical and Further Education Commission

4A. Contract of Employment

4A.1 "Full Time Employee" means a permanent employee engaged to work an average of 38 hours per week.

4A.2 "Casual Employee" means:

4A.2.1 an employee engaged and paid as such. Casual employees shall be paid an hourly rate equivalent to 1/38th of the weekly rate plus a loading of 20%. This loading is inclusive of the 1/12th annual holiday component. Casual employees shall not accrue leave entitlements under this Enterprise Award.

4A.2.2 Casual Employees shall be engaged to facilitate permanent employees accessing leave entitlements, or to meet operational requirements as necessary.

4A.2.3 A casual employee may be engaged by the Trust on a regular and systematic basis for a period not exceeding 13 weeks, provided that such time restriction will not apply in circumstances where a casual is engaged to replace an employee on long term sick leave or workers compensation.

5. Intent of the Enterprise Award

5.1 This Enterprise Award has been negotiated to provide the vehicle by which the repair and maintenance operations of the Trust can be established in an efficient, flexible and productive manner.

5.2 The Trust, the unions and the employees each recognise that the work methods which were used in the past may not be consistent with the current needs of the enterprise. It is, therefore, important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of the enterprise and hence the long-term job security of the employees, together with fair and equitable working conditions.

5.3 The parties therefore commit to co-operate in their collective efforts to achieve significant, lasting improvements in productivity, efficiency and flexibility, together with fair and equitable working conditions.

5.4 The parties anticipate that the Enterprise Award shall:

5.4.1 increase job satisfaction and security;

5.4.2 increase the skill levels of all members of the workforce with the implementation of the training program, tailored to meet the requirements of the work program;

5.4.3 increase Trust efficiency and profitability;

5.4.4 establish a management system that generates informed and democratic input from employees on all work-related issues;

5.4.5 ensure the development of a decisive, committed and responsive Trust decision-making structure that resources and supports the contributions of employees to workplace reform;

5.4.6 achieve change and progress through a process of communications, agreements and team work;

5.4.7 improve the competitive position of the Trust in the market;

5.4.8 protect and enhance the quality of the environment;

5.4.9 realistically ensure and promote equality of employment and shall preclude discrimination on the basis of sex, marital status, ethnic background, religious or political beliefs.

6. Commitment to Improving Productivity, Efficiency and Flexibility

6.1 The parties to this Enterprise Award are committed to the continual development of flexibility regarding the functions performed by Trust maintenance staff. The flexibility should be consistent with agreed

productivity objectives and the removal of artificial demarcation work barriers by agreement, subject to competence and training.

- 6.2 The commitment extends to individual employees performing tasks which, while primarily involving the skills of the employee's classification, are incidental or peripheral to the primary task and enables the completion of the whole task. Such incidental or peripheral tasks would be carried out giving due consideration to it being safe, legal, sensible and within the employee's competence.
- 6.3 Employees shall be required to perform all duties required by the Trust within their skill and competence. This clause is designed to ensure the elimination of demarcation barriers preventing an employee from performing the whole job.
- 6.4 In light of the commitment to productivity, efficiency and flexibility, employees agree to perform other works, such as preventative maintenance within the employees own trade area, on event days.
- 6.5 During the term of this Enterprise Award, the parties agree to confer on other productivity improvements.

7. Measures to Achieve Gains in Productivity, Efficiency and Flexibility

The parties commit to using their best endeavours to achieve the following:

- 7.1 Monthly preventative maintenance checks are to be completed within the scheduled months;
- 7.2 An agreed percentage of breakdown work orders are to be completed within the given period; and
- 7.3 All pre-event inspections are to be completed by midday, the business day before the event, and event day maintenance requests are to be completed within the agreed time.

8. Hours of Work

- 8.1 Ordinary hours of work
 - 8.1.1 The ordinary hours of work shall be an average of 38 hours per week over a four-week cycle which allows for the accrual of a rostered day off in accordance with clause 9 of this Enterprise Award. Such ordinary hours may be worked between the hours of 6.00am and 6.00 pm.
 - 8.1.2 Notwithstanding 8.1.1, the parties acknowledge that the ordinary hours of work will generally be worked between the hours of 7.00 a.m. and 3.30 p.m. Such hours may be varied to accommodate operational requirements by agreement between the Trust and an employee, provided that such hours shall not be worked outside the span of hours specified in 8.1.1 without the payment of overtime.
- 8.2 During such hours employees shall be entitled to two paid rest breaks of ten minutes duration. It is agreed that the current afternoon "smoko" will be taken at the end of the ordinary working hours each day.
- 8.3 In addition to the breaks specified in subclause 8.2, employees shall be allowed one unpaid meal break each day of 30 minutes duration. Such break shall not count as time worked
- 8.4 Overtime
 - 8.4.1 Subject to subclause 8.1, all time worked at the direction of the Trust in excess of the ordinary hours provided for in clause 8, Hours of Work shall be overtime and paid at the rate of time and one half for the first two hours and double time thereafter.

- 8.5 All time worked at the direction of the Trust on weekends shall be paid as follows:
- 8.5.1 Prior to 12 noon on Saturday at the rate of time and one half for the first two hours and double time thereafter.
 - 8.5.2 After 12 noon on Saturday at the rate of double time.
 - 8.5.3 An employee required to work overtime on a Saturday shall be afforded at least 4 hours' work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on Friday.
 - 8.5.4 On Sunday at the rate of double time.
- 8.6 In computing overtime and weekend penalties each day shall stand alone.
- 8.7 Crib Break
- 8.7.1 An employee working overtime shall be allowed a crib break of 20 minutes at the appropriate rate without deduction of pay after the completion of a minimum of 4 hours work provided that the employee continues work after such crib break. The crib break is to be given and taken at a mutually agreeable time as soon as practicable after the completion of the 4 hours worked.
 - 8.7.2 The provision of 8.7.2 shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU and to those employees engaged as Plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award, and who are eligible to be members of The New South Wales Plumbers and Gasfitters Employees' Union:

Unless the period of overtime is less than 1 ½ hours an employee before starting overtime after working ordinary hours shall be allowed the crib break of 20 minutes which shall be paid for at ordinary rates. The Trust and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Trust shall not be required to make any payment in respect of any time allowed in excess of 20 minutes. Subject to any agreement reached in accordance with this provision, this crib break will be taken immediately after the afternoon smoko prior to starting overtime.
 - 8.7.3 The provision of 8.7.3 shall only apply to employees employed as carpenter, painter and labourer, and who are eligible to be members of the CFMEU:

When an employee is required to work overtime after the usual ceasing time for the day for two hours or more, the employee shall be allowed to take at the employees ordinary rate of pay a crib break of 20 minutes in duration immediately after ceasing time. This crib break will be taken immediately after the afternoon smoko prior to starting overtime.
- 8.8 Rest Period After Overtime
- 8.8.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have a rest period of at least 10 consecutive hours following the completion of such duty.
 - 8.8.2 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work the following day that he/she has not had at least the rest period specified in 8.8.1 off duty between those times, shall subject to this subclause, be released after the completion of such overtime until he/she has had the rest period specified in 8.8.1 off duty without loss of pay for ordinary working time occurring during such absence.

8.8.3 If on the instruction of the Trust, an employee resumes or continues to work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary time rates until the employee is released from duty for such period, and shall be entitled to be absent from duty without loss of pay for ordinary hours until the employee has had ten consecutive hours off duty.

8.9 Call Back

8.9.1 An employee recalled to work overtime after leaving the Trust's premises (whether notified before or after leaving the premises) shall be paid a minimum of 4 hours' work at the appropriate rate for each time he/she is so recalled.

8.9.2 Overtime worked in the circumstances specified in 8.9.1 shall not be regarded as overtime for the purposes of subclause 8.8, rest period after overtime, when the actual time worked is less than a total of 3 hours.

8.9.3 The provision of 8.9.3 shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU and to those employees engaged as Plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award, and who are eligible to be members of The New South Wales Plumbers and Gasfitters Employees' Union.

In the case of an unforeseen circumstance arising resulting in an employee being called back, the employee shall not be required to work the full 4 hours if the job he/she was recalled to perform is completed in a shorter period.

8.10 Transport home from work

The provisions of 8.10 of this Enterprise Award shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU and to those employees engaged as Plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award, and who are eligible to be members of The New South Wales Plumbers and Gasfitters Employees' Union.

Where an employee, after having worked overtime, or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available immediately upon completion of that overtime or shift, the Trust shall provide him/her with a conveyance to his/her home or pay him/her his/her current wage rate for the time reasonably occupied in reaching his/her home.

8.11 Standing By

The provisions of 8.11 of this Enterprise Award shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU:

Subject to any custom now prevailing under which an employee is required regularly to hold him/herself in readiness for a call back, an employee required to hold him/herself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates for the time from which he/she is told to hold him/herself in readiness.

9. Rostered Days Off

9.1 The parties acknowledge and agree that the following provisions shall apply in respect of rostered days off:

9.1.1 Employees shall be entitled to accrue one rostered day off in the nominated work cycle;

9.1.2 Where circumstances prevent the taking of rostered days off within the nominated work cycle in accordance with 9.1.1 above, employees may not accumulate more than a maximum of 5 rostered days off at any one time;

9.1.3 The rostered day off shall be taken at a time mutually agreed to between the Trust and the employee; and

9.1.4 An employee who is required to work on their rostered day off shall be entitled to take an alternative day off agreed between the Trust and the employee.

10. Apprentices

10.1 Term of Apprenticeship

10.1.1 The period of apprenticeship for the trades referred to in this Enterprise Award shall not exceed four years.

10.1.2 Apprentices shall for every day of absence from their work during any year of the term of apprenticeship without the consent of the Trust serve one day at the end of the calendar period of any such year of their apprenticeship if required so to do by the Trust and the calendar period of the next succeeding year of apprenticeship shall be deemed not to begin until the said additional day or days have been served: Provided that in calculating the extra time to be so served the apprentice shall be credited with time which the employee has worked during the relevant year in excess of their ordinary hours of service.

10.2 Limitation of Overtime

10.2.1 No apprentice under the age of 18 years shall be required to work overtime unless the employee so desires.

10.2.2 No apprentice shall, except in an emergency work or be required to work overtime at times which would prevent their attendance at technical school as required by any statute, award or regulation application to the apprentice.

10.2.3 An apprentice shall not work overtime except under the direction of a tradesperson.

10.3 Prohibition of Labouring Work

10.3.1 An apprentice shall be deemed to be working at the trade when working in association with a tradesperson upon the material and with the tools of trade usually used by a tradesperson, as the case may be.

10.3.2 An apprentice shall not perform any other work than with the materials and tools of trade usually used by a tradesperson, as the case may be.

10.4 Termination of Employment of Trainee Apprentices

10.4.1 Two weeks' notice of the termination of employment shall be given by either party.

10.5 TAFE Fees

10.5.1 The fees for attending such school or correspondence class shall be paid by the Trust by whom the apprentice is employed. Such fees shall be paid at the beginning of each school year. The obligation of the Trust in regard to fees payable in respect of apprentices undergoing studying the certificate diploma or degree courses shall be limited to those prescribed for the appropriate trade course.

10.6 School Based Apprentices

10.6.1 Progression through Wage Structure

10.6.1.1 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice, provided that such

apprentice satisfies the requirements of the Vocational Training Order issued by the NSW Department of Education and Training (DET) relevant to the trade being undertaken by the school based apprentice.

- 10.6.1.2 The rates of pay are based on a standard apprenticeship of four years (unless the apprenticeship is of three years duration). 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.

10.6.2 Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Enterprise Award. This progression applies in addition to the progression achieved as a school based apprentice.

10.6.3 Conditions of employment

- 10.6.3.1 Except as provided by this Enterprise Award, school based apprentices are entitled to pro-rata entitlements and all other conditions of employment contained in this Enterprise Award.
- 10.6.3.2 The school based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- 10.6.3.3 For the purposes of this sub-clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- 10.6.3.4 The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed 6 years.

10.7 Disputes and disciplinary matters

The Settlement of Dispute provisions of this Enterprise Award, subject to the provisions of the *Apprenticeship and Traineeship Act 2001*, shall apply for the resolution of disputes and disciplinary matters. This means that in the event that a dispute cannot be resolved at the enterprise level in accordance with the Settlement of Dispute provisions of this Enterprise Award, it will be first referred to the Vocational Training Tribunal in accordance with the *Apprenticeship and Traineeship Act 2001*. Then if necessary it will be referred to the Industrial Relations Commission of NSW.

10.8 Rate of Pay for school based apprentice

- 10.8.1 The hourly rates for full time apprentices as set out in this Enterprise Award shall apply to school based apprentices for total hours worked including time deemed to be spent off-the-job Training.
- 10.8.2 Where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- 10.8.3 Where this Enterprise Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

11. Annual Leave

11.1 Annual leave

- 11.1.1 Subject to the *Annual Holidays Act 1944*; Annual leave accrues at 4 weeks per year, with such leave to be taken in accordance with the *Annual Holidays Act 1944*, within six months of the leave becoming an entitlement. The Trust sees annual leave as being important to the health and well being of the employees and their families and therefore encourages employees to take their annual leave each year.
- 11.1.2 The parties commit to reducing annual leave accruals in accordance with the *Annual Holidays Act 1944* by end of the nominal term of this Enterprise Award, specifically ensuring that annual leave accruals are maintained in accordance with the provisions of the Act.

11.2 Annual Leave Loading

- 11.2.1 In this subclause the *Annual Holidays Act 1944*, is referred to as "the Act".
- 11.2.2 Before an employee is given and takes his/her annual holiday, or, where by agreement between the Trust and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the Trust shall pay the employee a loading determined in accordance with this subclause.
- 11.2.3 The loading is payable in addition to the pay for the period of annual holiday given and taken and due to the employee under the Act and this Enterprise Award.
- 11.2.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this Enterprise Award and where such annual holiday is given and taken in separate periods, then in relation to each such separate period.
- 11.2.5 The loading is the amount payable for the period or the separate period, as the case may be, stated in paragraph 11.2.2 of this subclause at the rate per week of 17½ per cent of the appropriate ordinary wage rate calculated in accordance with the provisions of subclause 18.1 for the classification in which the employee was employed immediately before commencing his/her annual holiday but shall not include any other allowances, penalty or disability rates, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this Enterprise Award.
- 11.2.6 No loading is payable to an employee who takes an annual holiday wholly or partly in advance: Provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such annual holiday and is to be calculated in accordance with 11.2.5 applying the Enterprise Award rates of wages payable on that day.
- 11.2.7 Where in accordance with the Act the Trust's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employee concerned:
- (1) an employee who is entitled under the Act to an annual holiday and who is given and takes such annual holiday shall be paid the loading calculated in accordance with paragraph 11.2.5.
 - (2) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him under the Act such proportion of the loading that would have been payable to him under this subclause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks proportionate to 52 weeks.

11.3 Annual Leave Loading on Termination of Employment

11.3.1 When the employment of an employee is terminated by the Trust for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled he/she shall be paid a loading calculated in accordance with subclause 11.2.5 for the period not taken.

11.3.2 Except as provided by paragraph 11.3.1 of this subclause no loading is payable on the termination of an employee's employment.

12. Sick Leave

12.1 Sick leave entitlement

12.1.1 A full-time employee who has been employed for less than five years shall be entitled to 10 days sick leave per annum.

12.1.2 A full-time employee who has been employed for more than five years shall be entitled to 20 days sick leave per annum during the sixth and subsequent years of service.

12.2.3 A full-time employee in the first year of employment with the Trust shall be entitled to 2.5 days sick leave every three months.

12.2 Conditions of sick leave

12.2.1 Employees are committed to reducing the amount of sick leave.

12.2.2 Where an employee is absent for more than one consecutive day, or more than five days in an anniversary year, the employee may be required to provide the Trust with a doctor's certificate or statutory declaration, stating the nature of the illness and the expected duration of the absence

12.2.3 Where an employee is absent on the day before or the day after a weekend and/or a public holiday, the employee may be required to provide the Trust with a doctor's certificate or statutory declaration, stating the nature of the illness and the expected duration of the absence.

12.3 Untaken sick leave is cumulative from year to year, however such leave is not payable on termination of employment.

12.4 Workers Compensation and Sick Leave

12.4.1 If an employee is suffering from an illness or injury for which a workers' compensation claim is made, the employee shall be paid sick leave while waiting for the claim to be approved provided that:

12.4.1.1 An appropriate medical certificate is produced.

12.4.1.2 The employee has sick leave accrued.

12.4.1.3 And further provided that:

12.4.1.3.1 There shall be no double counting of workers' compensation and sick leave.

12.4.1.3.2 If the claim is approved the employee's sick leave entitlements will be re-credited.

12.5 Personal/Carers Leave

12.5.1 Use of Sick Leave for the Purpose of Personal Carers Leave

12.5.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 12.5.1.3 of subclause 12.5, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 12

12.5.1.2 The 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 Trust 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, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

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

12.5.1.3.1 the employee being responsible for the care of the person concerned; and

12.5.1.3.2 the person concerned being:

- (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 purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

12.5.1.4 An employee shall, wherever practicable, give the Trust 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 Trust by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the Trust and employee shall discuss appropriate arrangements which, as far as practicable, take account of the Trust's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 33 should be followed.

12.6 Unpaid Leave for Family Purpose

12.6.1 An employee may elect, with the consent of the Trust, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 12.5.1.3.2 who is ill or who requires care due to an unexpected emergency.

12.7 Annual Leave for the Purpose of Personal/Carers Leave

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

12.7.2 Access to annual leave, as prescribed in paragraph 12.7.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Enterprise Award.

12.7.3 An employee and the Trust 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.

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

12.8 Time Off in Lieu of Payment for Overtime for the Purpose of Personal/Carers Leave

12.8.1 An employee may elect, with the consent of the Trust, to take time off in lieu of payment for overtime at a time or times agreed with the Trust within 12 months of the said election.

12.8.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

12.8.3 If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

12.8.4 Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with this Enterprise Award.

13. Long Service Leave

13.1 For long service leave refer to the *Long Service Leave Act 1955* (NSW).

14. Parental Leave

14.1 For unpaid parental leave and related entitlements refer to the *Fair Work Act 2009* (Cth) as extended by Chapter 6, Part 6-3, Division 2.

15. Bereavement Leave

- 15.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subparagraph 12.5.1.3.2.
- 15.2 The employee must notify the Trust as soon as practicable of the intention to take bereavement leave and will, if required by the Trust, provide to the satisfaction of the Trust proof of death.
- 15.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 12.5.1.3.2 of subclause 12.5 - Personal/Carer's Leave of this Enterprise Award, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 15.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 15.5 Bereavement leave may be taken in conjunction with other leave available under this Enterprise Award. In determining such a request the Trust will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 15.6 Bereavement Entitlement for Casual Employees
- (a) Subject to the evidentiary and notice requirements in subclause 15.2 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 subparagraph 12.5.1.3.2 of subclause 12.5 - Personal/Carer's Leave of this Enterprise Award.
 - (b) The Trust 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) The Trust must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The right of the Trust to engage or not engage a casual employee are otherwise not affected.

16. Jury Service

- 16.1 A full time employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Trust an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have been paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 16.2 An employee shall notify the Trust as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide the Trust with proof of his/her attendance, the duration of such attendance, and the amount received in respect thereof.

17. Induction/Training

- 17.1 All new employees of the Trust will attend an induction course. The purpose of the induction is to ensure each new employee is familiar with the Trust's operations, methods of work and to ensure that they are clearly instructed in and fully understand the Trust's expectations of them in regard to safety, quality, work performance, flexibility and attitude.
- 17.2 The induction shall include information of the following:
scope, purpose and general briefing on the contract;

familiarisation with, and adherence to, the terms of employment contained within the agreement governing each employee's contract of employment;
adherence to legislative, site and employer safety standards and requirements;

co-operative objectives regarding goals that the Trust has while carrying out the contract;

specific reference to the application of the Avoidance of Disputes -grievance procedure and continuous operations clauses;

outline of House Rules, including disciplinary procedures;

industrial organisations represented on site.

17.3 Trade Union Training Leave

The provisions of this subclause shall only apply to those employees previously falling within the scope of the Building Employees Mixed Industries (State) Award and who are eligible to be members of the CFMEU and those employees previously falling within the scope of the Plumbers and Gasfitters (State) Award and who are eligible to be members of The New South Wales Plumbers and Gasfitters Employees' Union.

17.3.1 Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of the union [as defined] to which he/she belongs shall, upon application in writing to the Trust, be granted up to [5] five days leave with pay each calendar year non-cumulative to attend courses conducted or approved by an accredited training provider as agreed by the parties.

17.3.2 Such Courses shall be designed and structured with the objective of promoting good industrial relations within the offsite building and construction industry associated with mixed enterprises.

17.3.3 Consultation may take place between the parties and the accredited training provider as agreed by the parties, where appropriate, in the furtherance of this objective.

17.3.4 For the purpose of this clause an "accredited" representative of the union shall mean a steward/delegate recognised by the Trust.

17.3.5 The following scale shall apply:

No. of Employees Covered by this Enterprise Award	Maximum Number of Employees Eligible to Attend Per Year	Maximum No. of Days Permitted
Up to 15	1	5
16 - 30	2	10
31 - 50	3	15
51 - 100	4	20
101 and over	5	25

17.3.6 The application for leave shall be given to the Trust at least 6 weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:

- (a) The name of employee seeking the leave;
- (b) The period of time for which the leave is sought [including course dates and the daily commencing and finishing times]; and
- (c) The title, general description and structure of the course to be attended and the location of where the course is conducted.

17.3.7 The Trust shall advise the union within seven clear working days [Monday to Friday] of receiving the application as to whether or not the application for leave has been approved.

- 17.3.8 The time of taking leave shall be arranged so as to minimise any adverse effect on the Trusts operations. The onus shall rest with the Trust to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.
- 17.3.9 The Trust shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant Enterprise Award classification rate including supplementary payments, shift work loadings where relevant plus over-award payments where applicable.
- 17.3.10 Leave rights granted in accordance with this clause shall not result in additional payment or alternative time off to the extent that the course attended coincides with an employee's day off in the 19 day month work cycle or with any concessional leave.
- 17.3.11 An employee on request by the Trust shall provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof the Trust may deduct any amount already paid for attendance from the next week's pay or from any other monies due to the employee.
- 17.3.12 Where an employee is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the employee shall receive payment, if entitled, under the provisions of Clause 12 of this Enterprise Award.
- 17.3.13 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Enterprise Award.

18. Wage Rates & Employee Related Cost Savings

- 18.1 The rates of pay for employees covered by this Enterprise Award are set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 18.2 Employees covered by this Enterprise Award shall be paid the rates of pay as set out in Column One of Table 1 of Part B from the first full pay period on or after the approval of this award.
- 18.3 Employees covered by this Enterprise Award shall be paid the rates of pay as set out in Column Two of Table 1 of Part B from the first pay period on or after one year from the approval of this award.
- 18.4 Employees covered by this Enterprise Award shall be paid the rates of pay as set out in Column Three of Table 1 of Part B from the first pay period on or after two years from the approval of this award.

19. Allowances

- 19.1 Sewer Choke Allowance
 - 19.1.1 If an employee is employed upon any chokage or oil chokage (other than domestic) and is required to open up any soil pipe, waste pipe or drain pipe conveying offensive material, or scupper containing sewerage, he/she shall be paid an additional amount of \$6.14 per day or part of a day.
- 19.2 Height Allowance
 - 19.2.1 An employee working on a building or structure of a height of 15 metres or more directly above a substantial level surface shall be paid a height allowance 0.54 cents per hour and an additional 0.54 cents per hour for each further 15 metres increase in the height at which he/she is working.
 - 19.2.2 An employee working on any building or structure in a bosun's chair or swinging scaffold at a height up to 15 metres directly above a substantial level surface shall be paid a height allowance

0.54 cents per hour and an additional amount 0.54 cents per hour for each further 15 metres increase in the height at which he/she is working.

The allowances specified in subclauses 19.1 and 19.2 shall be increased annually in accordance with the State Wage Case Decision of the Industrial Relations Commission of New South Wales. No other rate or allowance specified in this Enterprise Award shall be subject to variation in accordance with this decision.

19.3 Higher Duties Allowance

19.3.1 In the event of the leading hand employee being absent for a period of 5 consecutive days or more, a replacement employee may be appointed as the acting leading hand by the Trust and shall receive the leading hand rate for all work performed Monday - Friday falling within the ordinary hours of work.

19.3.2 All work performed on weekends or as overtime shall be paid at the employee's ordinary rate of pay plus the appropriate loadings prescribed by this Enterprise Award.

19.3.3 In the event of a supervisory employee other than a leading hand being absent for a period of 5 or more consecutive days, a replacement employee may be appointed by the Trust and this employee shall receive an allowance of \$2.05 per hour for all ordinary hours of work.

19.3.4 All work performed on weekends or as overtime shall be paid at the employee's ordinary rate of pay plus the appropriate loadings prescribed by this Enterprise Award.

19.4 Living Away From Home

19.4.1 Trust employees shall be paid an allowance for all meals, travel and accommodation expenses incurred when required to perform work away from home. Such allowances shall be paid in accordance with the rates specified in circulars released by the Department of Premier and Cabinet. The rates shall be based on the most recent circular released.

19.5 No additional special rates or allowances shall be applicable other than those specified by this clause.

20. No Extra Claims

20.1 The parties agree that, during the term of this Enterprise Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Enterprise Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

20.2 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 Enterprise Award provisions.

21. Payment of Wages

21.1 Wages shall be paid fortnightly into the employee's account by means of electronic funds transfer.

21.2 Employees are required to nominate an appropriate account held with a bank, building society or credit union for the purpose of payment of wages.

21.3 The pay period shall commence on a Wednesday and end at the end of usual time on a Tuesday the following fortnight.

21.4 On the commencement of this Enterprise Award, the Trust shall notify the employee of the day of the fortnight upon which the employee is to be paid his/her wages and allowances and such day shall be recorded in the employees wages and/or service record as pay day.

- 21.5 Pay day is usually Thursday each fortnight. Payments shall be paid and available to the employee not later than the cessation of ordinary hours of work on Thursday of each working fortnight.
- 21.6 Upon termination of employment, wages and allowances due to an employee shall be paid to the employee on the day of such termination by electronic funds transfer
- 21.7 If wages are not paid on pay day, except where the default has not been caused by the Trust, a penalty of payment of 2 hours at ordinary rates shall be incurred and shall be paid together with the normal pay by midday on the next working day after pay day.

22. Superannuation

- 22.1 The subject of superannuation legislation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)*, the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, and s124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

23. Public Holidays

- 23.1 The following days shall be observed as public holidays; New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day that is gazetted and proclaimed to operate throughout the State.
- 23.2 An employee who is not required to work on such day shall be paid a day's ordinary wages for each gazetted public holiday proclaimed to operate throughout the State and which falls on a day on which they would have ordinarily worked.

Employees shall receive an additional day in recognition of the union picnic day. This day shall be observed on the relevant date in December each year or an alternate date in December may be substituted by mutual agreement.

- 23.3 Employees required to work on such a public holiday specified in clause 23.1 and 23.2 shall be paid at the rate of double time and one half for a minimum of 4 hours for all time worked.

24. Consultative Committee

- 24.1 Composition of Consultative Committee

24.1.1 A Consultative Committee shall continue to assist management in the implementation of initiatives consistent with the intent of this Enterprise Award.

24.1.2 The Consultative Committee shall consist of three representatives of the workforce, elected by the workforce, and two representatives of management, who shall meet as frequently as the Committee determines is necessary. It is intended that the members of the Committee would be from a broad cross-section of the workforce.

24.1.3 The Consultative Committee shall appoint a suitable person to keep minutes of meetings and to provide an agenda for each meeting.

24.1.4 In an effort to provide further input into the Committee from time to time, the Committee may invite other representatives to attend the Consultative Committee meetings.

- 24.2 Scope of Tasks of the Consultative Committee -

24.2.1 The tasks to be undertaken by the Consultative Committee shall be broad and shall be in the best interests of the quality and task execution for the enterprise, consistent with this Enterprise Award. The tasks to be undertaken shall include, but shall not necessarily be limited to, the following:

oversee the training programme content and evaluation criteria to suit the requirements of the Trust for the maintenance servicing of the Trust's assets;

facilitate the resolution of difficulties and problems which may arise;

contribute to the development of work rosters;

create feasible work methods to enhance productivity and efficiency;

develop concepts for productivity and efficiency improvements within the enterprise;

develop an open, participative and co-operative management approach;

promote team-based work methods;

assist with communication, participative and training programmes to bring about attitudinal and cultural change;

ensure propagation of experience, knowledge and skills at all levels.

25. Work Health and Safety

25.1 Scope

25.1.1 Consistent with the Trust's obligations under the relevant Work Health and Safety legislation, prospective employees may be required to attend a duly qualified medical practitioner for examination at the Trust's expense prior to commencement of employment at the Trust.

25.1.2 The Trust shall comply with all the provisions of the Work Health and Safety legislation in New South Wales, which includes the provision of personal protective equipment for employees when utilising hazardous chemicals or working with noxious materials.

25.2 Work Health and Safety Committee

25.2.1 A Work Health and Safety Committee has been established pursuant to the relevant provisions of the *Work Health and Safety Act 2011*. This Committee shall endeavour to reach consensus on all aspects of the Trust's Work Health and Safety Policy. The Work Health and Safety Committee shall be separate and distinct from the Consultative Committee and shall not deal with matters of an industrial relations nature.

25.3 Employee Obligation

Employees are to comply with the Trust's Work Health and Safety Policy, comply with Safe Work Method Statements (SWMS) and ensure no injuries occur consistent with the *Work Health and Safety Act 2011*.

25.4 First Aid

In the event of any serious accident happening to any employee whilst at work the Trust shall, at their expense, provide transport facilities to the nearest hospital or doctor.

26. Contracting of Works

26.1 The Trust may require additional resources to meet the requirements of an increased workload. The Trust may therefore engage the services of contractors to assist in meeting its contractual obligations.

26.2 The level of work undertaken by contractors in accordance with this clause shall be monitored in conjunction with the Consultative Committee.

- 26.3 The Trust shall take all steps to insure full utilisation of all staff employed under this Enterprise Award, and shall not engage contract services that will impact on the availability of work to full-time employees.

27. Trust Uniform and Personal Identification

27.1 Trust Uniform

27.1.1 The Trust shall supply, free of charge to each employee, a uniform which shall be identified by the Trust logo. The uniform supplied shall be worn at all times whilst on duty.

27.1.2 Each employee shall be issued with a set of clothing, on commencement of duty or at a suitable time afterwards, consisting of one pair of appropriate safety footwear; two pairs of shorts; two pairs of long pants; four shirts; one jumper or sloppy joe; one winter jacket; one set of wet weather gear; and personal protective equipment.

Such clothing shall be replaced on a fair wear and tear basis.

27.1.3 Employee's must maintain a neat appearance at all times consistent with operational requirements.

27.2 Personal Identification

27.2.1 Due to the requirement to liaise with members of the public and visitors, all employees shall be issued with a personal identity card which shall include the employee's name and photograph.

27.2.2 This card must be produced while on duty if required and must be returned to the Trust should the employee cease to be employed by the Trust for any reason.

28. Tools

28.1 An employee shall apply due diligence towards the care of tools and equipment supplied by the Trust. An employee will, as soon as possible, report any lost or damaged tools on the appropriate report form. Periodic checks will be made by stores personnel of the tools and equipment issued.

28.2 The provisions of subclause 28.3 and subclause 28.4 shall only apply to those employees engaged as carpenters, painters and sign writers previously falling within the scope of the Building Employees Mixed Industries (State) Award and who are eligible to be members of the CFMEU and those employees engaged as plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award and who are eligible to be members of The New South Wales Plumbers and Gasfitters Employees' Union.

28.3 An employee whose spectacles or hearing aids are genuinely damaged or destroyed by fire or spoiled by acids or sulphur or other deleterious substances due to the circumstances of the employee's employment shall be recompensed by the Trust to the extent of the loss. The Trust will not recompense an employee whose spectacles or hearing aids are damaged as a result of negligence or mishap on the part of an employee, for example, in situations where such items are dropped by the employee or where the employee has failed to wear the appropriate personal protective equipment to prevent such damage.

28.4 An employee shall be reimbursed by the Trust to a maximum of 150% of that employee's weekly wage for the loss of tools or equipment by fire or breaking and entering whilst securely stored at the Trust's direction in a room or building on the Trust's premises, job or workshop or in a lock-up, or if the tools are lost or stolen whilst being transported by the employee at the Trust's direction between or on job sites, or if the tools are lost over water during such transit or if the tools are lost or stolen from the Trusts premises during an employee's absence after leaving the job because of injury or illness. No reimbursement shall be made to an employee in the event that there tools or equipment are damaged or stolen whilst stored at the employee's premises or in the employee's vehicle with the exception of when such vehicle may be used as transportation at the Trust's request between jobsites.

28.5 Sharpening Tools

28.5.1 The Trust shall supply suitable grinding stone or carborundum stone for the use of the employees. Where such grindstone or carborundum stone is not driven by mechanical power the Trust shall provide assistance in turning the grindstone and/or carborundum stone.

28.5.2 Saw sharpening and tool grinding may be done by the employee during the progress of the work or the Trust shall pay or shall provide the same.

28.6 The following provisions shall only apply to employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award and who are eligible to be members of the Electrical Trades Union (ETU):

28.6.1 Provision of tools

The Trust shall continue to provide such tools of trade as we customarily provided to them at the time of the making of this Enterprise Award.

28.6.2 Power tools

The Trust shall provide for the use of tradespersons and apprentices all power tools, special purpose tools, precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.

28.6.3 Carrying tools

An employee shall not be required to carry tools and/or materials exceeding 20 kilograms in weight to or from the job.

28.6.4 Storing employees' tools

At each workshop or depot and at each job site, the Trust shall provide suitable free storage accommodation for employee's tools. The Trust shall ensure that such tool storage and accommodation is as secure as practicable against unauthorised entry outside working hours.

28.6.5 Damage to tools

Compensation to the extent of the damage sustained shall be made where, in the course of the work, tools are damaged or destroyed by fire, or molten metal or through the use of corrosive substances; provided that the Trust's liability shall be limited to such tools of trade as are ordinarily required for the performance of the employees duties.

29. Posting of Notices

29.1 The Trust shall not prevent an official of the union at any reasonable time from posting or keeping posted a copy of this Enterprise Award or any notice of the union, not exceeding 35cm by 22cm, in a suitable place on any job.

30. Union Delegate

30.1 An employee appointed as a job delegate shall upon notification by the union to the Trust be recognised as the accredited representative of the union to which the employee belongs and shall be allowed all necessary time during working hours to submit to the Trust matters affecting the employees the employee represents and further shall be allowed reasonable time during working hours to attend to job matters affecting their union. A job delegate shall notify the Trust's representative and the union prior to the calling of any stop work meeting.

- 30.2 Prior to transfer or dismissal, excluding summary dismissal, 2 days' notice shall be given to any job delegate and their appropriate union. In the event of the union disputing the decision of management to transfer or terminate the services of the job delegate the employee shall remain on the job during which time the Industrial Relations Commission shall deal with the matter.

31. Fares and Travelling Time

- 31.1 When an employee, after reporting to the usual place of work, is required to perform work at another place the employee shall be paid all fares and travelling time incurred. When an employee is required to report for work at a place other than the usual place of work the employee shall be paid all fares reasonably incurred in excess of those the employee normally would incur attending at the usual place of work and shall be paid all travelling time in excess of that taken to reach the usual place of work.
- 31.2 Such allowances shall be paid in accordance with the rates specified in circulars released by the Department of Premier and Cabinet. The rates shall be based on the most recent circular released.

32. Income Protection Insurance

- 32.1 Persons employed in accordance with this Enterprise Award shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the Union parties to this Enterprise Award. It is a term of this Enterprise Award that the Trust will bear the costs of 1.27% (inclusive of GST) of gross weekly pay per week per member towards providing income protection insurance.

33. Grievance and Dispute Procedures

- 33.1 The aim of this procedure is to ensure that during the life of this Enterprise Award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:
- 33.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
- 33.1.2 The employee may be required to provide in writing the substance of the grievance and state the remedy sought.
- 33.1.3 The matter is discussed between the staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
- 33.1.4 The matter is discussed between staff member(s), the union delegate or staff member's representative and the supervisor and/or manager. If the matter remains unresolved, then:
- 33.1.5 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- 33.2 Each of the steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
- 33.3 If the matter remains unresolved, then, it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the *Industrial Relations Act 1996*. The parties agree to exhaust the conciliation process before considering this step.
- 33.4 At any stage of this procedure, the Trust may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- 33.5 It is agreed that the parties will not deliberately frustrate or delay these procedures.
- 33.6 Normal work will continue without disruption while these procedures are followed.

34. Termination of Employment

- 34.1 In order to terminate the employment of an employee the Trust shall give to the employee the following notice or pay in lieu of notice except where the circumstances of termination of employment fall within the provisions of clause 35 - Redundancy, of this Enterprise Award:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, employees over 45 years of age at the time notice is given with not less than two years continuous service, shall be entitled to an additional week's notice.

Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- 34.2 In order to terminate their employment an employee shall give the Trust two weeks notice or forfeiture of two week's wage,
- 34.3 Notwithstanding the provisions of subclause 34.1 the Trust shall have the right to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.

35. Redundancy

35.1 Application

35.1.1 This clause shall apply in respect of persons employed in the classifications contained in this Enterprise Award.

35.1.2 If the Trust employs 15 employees or more immediately prior to the termination of employment of employees, see subclause 35.4 - Termination of Employment of this clause.

35.1.3 Notwithstanding anything contained elsewhere in this Enterprise Award, this Enterprise Award shall not apply to employees with less than one year's continuous service and the general obligation on the Trust shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

35.1.4 Notwithstanding anything contained elsewhere in this Enterprise Award, this Enterprise Award shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

35.2 Introduction of Change

35.2.1 Trusts Duty to Notify

- (1) Where the Trust has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Trust shall notify the employees who may be affected by the proposed changes and the union to which they belong.

- (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Trusts workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or location and the restructuring of jobs.

35.2.2 Trust's Duty to Discuss Change

- (1) The Trust shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subparagraph 35.2.1(1) the effects the changes are likely to have on employees and measures 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 union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the Trust to make the changes referred to in subparagraph 35.2.1(1) of this paragraph.
- (3) For the purpose of such discussion, the Trust shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. Provided that the Trust shall not be required to disclose confidential information, the disclosure of which would adversely affect the Trust.

35.3 Redundancy

35.3.1 Discussions Before Terminations

- (1) Where the Trust has made a definite decision that the Trust no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph 35.2.1(1) and that decision may lead to the termination of employment, the Trust shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the Trust has made a definite decision which will invoke the provision of subparagraph (1) of this paragraph and shall cover, inter alia, any reasons for the proposed termination and measures to mitigate any adverse effects of any termination of the employees concerned.
- (3) For the purposes of the discussion the Trust shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Trust shall not be required to disclose confidential information, the disclosure of which would adversely affect the Trust.

35.4 Termination of Employment

35.4.1 Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the Trust for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subparagraph 35.2.1(1) of this Enterprise Award.

- (1) In order to terminate the employment of an employee the Trust shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

35.4.2 Notice for Technological Change

This subclause sets out the notice to be applied to terminations by the Trust for reasons arising from "technology" in accordance with subparagraph 35.2.1(1) of this Enterprise Award:

- (1) In order to terminate the employment of an employee the Trust shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the Trust for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

35.4.3 Time Off During the Notice Period

- (1) During the period of notice of termination given by the Trust, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Trust, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

35.4.4 Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Trust until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

35.4.5 Statement of Employment

The Trust shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

35.4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the Trust shall notify Centrelink thereof as soon as possible giving relevant information including the number of categories of the

employees likely to be affected and the period over which the terminations are intended to be carried out.

35.4.7 Centrelink Separation Certificate

The Trust shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink

35.4.8 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph 35.2.1 of subclause 35.2 above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment has been terminated, and the Trust may at the Trust's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

35.5 Severance Pay

35.5.1 Where an employee is to be terminated pursuant to subclause 35.4 of this clause, subject to further order of the Industrial Relations Commission, the Trust shall pay the employee the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the Trust shall pay in accordance with the following scale:

Years of Service Entitlement	Under 45 Years of Age
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service Entitlement	45 Years of Age and Over
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) "Weeks pay" means the all purpose rate for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances paid in accordance with clauses 18 - Wage Rates and Employee Related Cost Savings; 19 - Allowances, 28 - Tools of this Enterprise Award.

35.5.2 Incapacity to Pay

Subject to an application by the Trust and further order of the Industrial Relations Commission, the Trust may pay a lesser amount (or no amount) of severance pay than that contained in subclause 35.5 above.

The Commission shall have regard to such financial and other resources of the Trust concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 35.5 above will have on the Trust.

35.5.3 Alternative Employment

Subject to an application by the Trust and further order of the Commission, the Trust may pay a lesser amount (or no amount) of severance pay than that contained in subclause 35.5 above if the Trust obtains acceptable alternative employment for an employee.

36. Relationship to Parent Awards

- 36.1 It is agreed that this Enterprise Award shall supersede and operate to the exclusion of any other industrial instrument, including any parent award that may have previously applied to employees covered by this Enterprise Award. To avoid doubt, this Enterprise Award will prevail in the event of any inconsistency between this Enterprise Award and the previous Enterprise and parent awards. Accordingly, it shall be read and interpreted as a stand-alone Enterprise Award.

37. Anti-Discrimination

- 37.1 It is the intention of the parties bound by this Enterprise Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identify, age and responsibilities as a carer.
- 37.2 Accordingly, in fulfilling their obligations under the dispute resolution procedures, the parties must take all reasonable steps to ensure that neither the Enterprise Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 37.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 37.4 Nothing in this clause is to be taken to affect:
- 37.4.1 any conduct or act which is specially exempted from anti-discrimination legislation;
 - 37.4.2 offering or providing junior rates of pay to person under 21 years of age;
 - 37.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977* (NSW)
 - 37.4.4 a party to this Enterprise Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 37.5 This clause does not create legal rights or obligations in addition to those imposed upon by the parties by the legislation referred to in this clause.

NOTES:

- (a) The Trust and employees may also be subject to Commonwealth Anti-Discrimination legislation

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

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

38. Area, Incidence and Duration

- 38.1 This Enterprise Award rescinds and replaces the Sydney Cricket and Sports Ground Trust (Maintenance Staff) Enterprise Award 2014 published 31 October 2014 (376 I.G. 1254)
- 38.2 This Enterprise Award shall operate from the first full pay period on or after the approval of this award for a nominal period of three years.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Current rate of pay	Rates operative on and from the first full pay period on or after the approval of this award	Rates operative on and from the first full pay period on or after the approval of this award	Rates operative on and from the first full pay period on or after the approval of this award
Annual increase		2.00%	2.00%	2.00%
Carpenter Leading Hand	\$35.0038	\$35.7039	\$36.4180	\$37.1463
Carpenter	\$33.3974	\$34.0653	\$34.7467	\$35.4416
Electrician Leading Hand	\$38.5824	\$39.3540	\$40.1411	\$40.9440
Electrician	\$36.5270	\$37.2575	\$38.0027	\$38.7627
Electrician Apprentice 1st Year	\$12.8750	\$13.1325	\$13.3952	\$13.6631
Electrician Apprentice 2nd Year	\$16.8015	\$17.1375	\$17.4803	\$17.8299
Electrician Apprentice 3rd Year	\$24.1178	\$24.6002	\$25.0922	\$25.5940
Electrician Apprentice 4th Year	\$27.6106	\$28.1628	\$28.7261	\$29.3006
Plumber Leading Hand	\$38.7310	\$39.5056	\$40.2957	\$41.1016
Plumber	\$37.4829	\$38.2326	\$38.9972	\$39.7772

Painter Leading Hand	\$35.0534	\$35.7545	\$36.4696	\$37.1989
Painter	\$33.1355	\$33.7982	\$34.4742	\$35.1637
Painter Apprentice 1st Year	\$12.1201	\$12.3625	\$12.6098	\$12.8619
Painter Apprentice 2nd Year	\$17.2079	\$17.5521	\$17.9031	\$18.2612
Painter Apprentice 3rd Year	\$22.3902	\$22.8380	\$23.2948	\$23.7607
Painter Apprentice 4th Year	\$25.1093	\$25.6115	\$26.1237	\$26.6462
Labourer Grade 2	\$29.3210	\$29.9074	\$30.5056	\$31.1157
Labourer Grade 3	\$31.3122	\$31.9384	\$32.5772	\$33.2288

P. KITE ,Chief Commissioner.

Printed by the authority of the Industrial Registrar.

TARONGA CONSERVATION SOCIETY AUSTRALIA RETAIL AND RESTAURANT EMPLOYEES' AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Taronga Conservation Society Australia.

(Case No. 2018/191060)

Before Chief Commissioner Kite

29 June 2018

AWARD

1. Title

The Award is called the Taronga Conservation Society Australia Retail and Restaurant Employees' Award

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Application
5.	Area, Incidence and Duration
6.	No Extra Claims
7.	General Conditions of Employment
8.	Availability of Award
9.	Dispute Resolution
10.	Workplace Flexibility and Multi-skilling
11.	Types of Employment
12.	Multiple Contracts
13.	Leave
14.	Wage Increases and Wage Rates
15.	Payment of Wages
16.	Wage Sacrifice for Superannuation
17.	Classification Requirements
18.	Allowances
19.	Insurance of Tools
20.	Rosters
21.	Ordinary Hours of Work
22.	Rest Period
23.	Shift Loadings
24.	Overtime
25.	Call Back
26.	Starting and Finishing Work
27.	Annual Leave
28.	Annual Leave Loading
29.	Sick Leave
30.	Parental Leave
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35. Contractors and Volunteers
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Schedule 1 - Wage Rates (Weekly)

Schedule 2 - Allowances

Appendix A - Classifications

Appendix B - Additional Leave Entitlements - Taronga Retail and Restaurant Award

3. Definitions

"Award" means the Taronga Conservation Society Australia Retail and Restaurant Employees' Award.

"Supervisor" means a person who supervises an employee or employees covered by the Award.

"Employer" shall mean the Office of Environment and Heritage at Taronga Conservation Society Australia (Taronga).

"Employee" means a person employed by the Office of Environment and Heritage at Taronga Conservation Society Australia (Taronga) within the scope of this Award.

"Restaurant" means any restaurant or food outlet.

"Retail" means any retail outlet.

"Taronga" means any site operated by the Taronga Conservation Society Australia.

"TZ" means Taronga Zoo, Bradleys Head Road, Mosman, New South Wales.

"TWPZ" means Taronga Western Plains Zoo, Obley Road, Dubbo, New South Wales.

"Union" means the United Voice.

4. Application

4.1 The parties to the Award are Taronga and the United Voice.

4.2 The Award applies to and is binding on the parties to the Award and all ongoing, temporary, casual and apprentice employees, employed by the Office of Environment and Heritage at Taronga in the classifications of: Retail Sales Assistant, Retail Sales Supervisor, Retail Sales Coordinator, Wait Staff, Kitchen Hand, Cook, Apprentice Chef, Chef, Senior Chef and Duty Officer.

4.3 The Award will regulate the terms and conditions of employment which were previously regulated by the Restaurant & Employees (State) Award 2015 and the Shop Employees (State) Award 2015.

4.4 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.

5. Area, Incidence and Duration

5.1 This Award has effect from the beginning of the first full pay period on or after 1 July 2018 and will remain in force until 30 June 2019.

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

6. No Extra Claims

- 6.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 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. General Conditions of Employment

- 7.1 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 *Government Sector Employment Act 2013* and the *Government Sector Employment Regulation 2013* as amended from time to time.

8. Availability of Award

- 8.1 A copy of the Award will be made available on the Taronga intranet. A printed copy can be obtained from the Human Resources area if required.

9. Dispute Resolution

- 9.1 A dispute under this clause is a dispute about the interpretation or application of the Award.
- 9.2 The Vocational Training Order for Apprentices made under the *Apprenticeship and Traineeship Act 2001* will override any conflicting steps contained in this clause.
- 9.3 The objective of the procedures contained in this clause is the timely resolution of disputes at the level they occur in the workplace.
- 9.4 Every effort will be made to resolve a dispute as quickly as is practicably possible.
- 9.5 Without prejudice to any party, while the procedures contained in this clause are being followed, no stoppage of work or other form of limitation or work ban will be applied.
- 9.6 Where a bona fide and critical work health or safety issue exists, an employee will not work in an unsafe environment and where appropriate will accept alternative suitable work while the procedures contained in this clause are being applied.
- 9.7 An employee who is a member of a Union may seek the advice or assistance of their Union at any stage of the application of procedures contained in this clause.
- 9.8 A Union, Taronga or an employee must receive reasonable notice, of not less than 24 hours, of any meeting they are required to attend as part of the application of the procedures contained in this clause.
- 9.9 A matter in dispute will first be discussed between an employee and their Supervisor with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level, or is of such a nature that it cannot be dealt with at this level, the following subclause will apply.
- 9.10 The matter in dispute will be discussed between the employee and/or their Union representative and the relevant manager with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level the following subclause will apply.
- 9.11 The matter in dispute will be discussed with the employee and/or their Union representative and representatives of the relevant manager and/or the Director People, Culture and Learning or their delegate with the aim of trying to resolve the matter within 5 working days.

- 9.12 Only when all the above procedures contained in this clause have been exhausted and the dispute remains unresolved, a Union or Taronga may submit the dispute to the Industrial Relations Commission of New South Wales.

10. Workplace Flexibility and Multi-Skilling

- 10.1 The Union and Taronga are committed to workplace flexibility and multi-skilling so that employees may perform a wide range of work, including work that is incidental or peripheral to their main tasks or function, and/or requested by Taronga to contribute to the development of a more strategic and visitor-oriented operation. Taronga may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award.
- 10.2 Employees will be trained in basic skills that were previously regarded as the work of the various trades. Regard will be had for the training requirements of Apprentices. Taronga will also support employees obtaining transferable accreditation and recognised certificates when this is relevant to their work and to Taronga Conservation Society Australia operational requirements.
- 10.3 Employees will perform work that is within their skill, competence and training, provided that such work is not designed to promote deskilling.
- 10.4 Employees will fully co-operate with all other employees (including those not covered by the Award) to ensure there are no artificial demarcations in work and will communicate and consult with one another in a timely and open manner in an endeavour to achieve this.
- 10.5 Taronga may direct employees to perform duties and use the required tools and equipment, if they have been properly trained in their use, provided that the direction is consistent with the provision of a safe and healthy working environment.
- 10.6 Employees will not impose any limitation on supervisors or technical personnel, who are qualified to do so, demonstrating the use of new equipment or machinery.
- 10.7 Employees in one classification may be required by Taronga to temporarily perform the duties of another classification, provided they have been suitably trained to do so, and subject to the temporary assignment provisions of the Award.

11. Types of Employment

- 11.1 An employee will be engaged as an ongoing, temporary, casual or apprentice employee.
- 11.2 An employee may be required by Taronga to perform their duties on sites other than Taronga Conservation Society Australia premises.
- 11.3 Taronga may dismiss an employee without notice for serious misconduct or wilful disobedience.
- 11.4 If Taronga terminates an employee's employment, Taronga will supply the employee with a statement of service if they request it.

Ongoing Employment

- 11.5 An ongoing employee is an employee engaged for a continuing period of time subject to a probationary period on appointment.
- 11.6 A probationary period may be for a period of up to 6 months and may be extended for a further period not exceeding 12 months.
- 11.7 During a probationary period, Taronga may terminate the employment of an ongoing employee giving one week's notice.

- 11.8 An ongoing employee may terminate their employment giving 2 weeks' notice or the payment/forfeiture of 2 weeks wages in lieu of notice.
- 11.9 If an ongoing employee's role becomes redundant, New South Wales Government policy will apply.
- 11.10 After the probationary period, Taronga may terminate the employment of an ongoing employee in accordance with the Dealing with Misconduct and Dealing with Unsatisfactory Performance clauses in this Award.

Temporary Employment

- 11.11 A temporary employee is an employee engaged for a specified term fixed at the outset of their employment.
- 11.12 A temporary employee will be advised in writing that their employment is temporary.
- 11.13 Taronga or the employee may terminate the employment of a temporary employee giving one week's notice.

Casual Employment

- 11.14 A casual employee is an employee engaged to perform work by the hour and paid on an hourly basis, employed by Taronga on a short or irregular basis, where Taronga has no intention of continuing the employment and the employee has no reasonable expectation of the employment continuing.
- 11.15 A casual Retail employee will receive a 15% casual loading in addition to the relevant wage rate prescribed in Schedule 1 of the Award to compensate them for the casual nature of their employment and leave, except long service leave and annual leave. A casual Retail employee will also receive an allowance of 1/12th of the ordinary hourly rate to compensate for annual leave.
- 11.16 A casual Restaurant employee will receive a 20% casual loading in addition to the relevant wage rate prescribed in Schedule 1 of the Award to compensate them for the casual nature of their employment and leave, except long service leave and annual leave. A casual Restaurant employee will also receive an allowance of 1/12th of the ordinary hourly rate to compensate for annual leave.
- 11.17 The casual loading and casual annual leave allowance will not be paid on overtime.
- 11.18 Casual employees will be engaged for a minimum shift of 3 hours. A shift may be terminated at or after 3 hours due to operational requirements.
- 11.19 Taronga or the employee may terminate the employment of a casual employee by giving one hour's notice.
- 11.20 Where practicable, Taronga will provide casual employees with reasonable notice for cancellation of a shift. However due to the unforeseen circumstances and the nature of the tourism industry, shifts may need to be varied or cancelled within this timeframe. A minimum of 2 hours notice is required by an employee to cancel a shift.

Apprentices and Trainees

- 11.21 The Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001* will override any conditions of employment for an Apprentice or Trainee otherwise prescribed in the Award.
- 11.22 An apprentice will be paid in accordance with Schedule 1 of the Award.
- 11.23 Progression within the rates prescribed for the years of service for Apprentices and Trainees will be in accordance with the Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001*.

Adult Apprentice

- 11.24 An adult apprentice is an Apprentice engaged by Taronga Conservation Society Australia after turning 21 years of age.
- 11.25 An adult apprentice is to be paid the higher of the following rates:
- (a) Year 1 80% of the level 3 adult minimum wage (Miscellaneous Award 2010 MA000104, Apprentice Minimum Wages)
 - (b) Years 2, 3 and 4 to be paid under the adult minimum wage outlined in the above mentioned Miscellaneous Award.

12. Multiple Contracts

- 12.1 An employee may be engaged by Taronga in more than one type of employment or the same type of employment but in a different classification under the Award (multiple contracts).
- 12.2 Multiple contracts are separate and distinct contracts of employment where each stands alone in relation to the application of the Award or other relevant industrial instruments, including for the purposes of payment of ordinary hours, overtime and penalties. Employees working in multiple roles cannot claim payment of the same allowance across different roles. The conditions for employees working under multiple contracts can be no less favourable than the applicable Award.
- 12.3 An employee will not be engaged under multiple contracts for work relating to the employee's area of expertise where such work would normally attract the payment of overtime rates or shift loadings.
- 12.4 When rostering employees under multiple contracts consideration will be given to fatigue management.

13. Leave

- 13.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within this Award, the GSE Act and Regulations and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave).
- 13.2 Employees employed on a part-time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

14. Wage Increases and Wage Rates

- 14.1 This increase in remuneration or other conditions of employment will be processed as soon as practicable after the finalisation of the award negotiations and on the certification of the new award by the IRC.
- 14.2 Schedule 1 of the Award sets out the weekly wage rates for employees engaged full-time in each classification and grade according to the wage increases prescribed in this clause. The hourly wage rate for employees engaged part-time will be calculated by dividing the relevant weekly wage rate by 38.
- 14.3 The wage increases provided for in the Award, insofar as they apply will only be paid to those employees who are employed at the date of the making of the Award.

15. Payment of Wages

- 15.1 Wages will be paid fortnightly to employees on a day specified by Taronga and paid by direct deposit into a recognised financial institution account nominated by the employee.
- 15.2 Taronga will provide employees with pay advice electronically. An employee may, on application to Taronga, be provided with the advice in paper form.

- 15.3 When a Public Holiday occurs in the lead up to pay day, payment of additional monies such as overtime, shift loadings and allowances may be paid in the following pay period.
- 15.4 Where there is an overpayment of wages, shift loadings or allowances, the employee will be notified and consulted about repayment. The following factors will be considered in determining the period over which repayment is to be made:
- (a) the employee's financial circumstances and commitments;
 - (b) the circumstances involved in the overpayment; and
 - (c) the amount of the overpayment.

16. Wage Sacrifice for Superannuation

- 16.1 If Taronga agrees, an employee may elect to sacrifice part of their wages payable under Schedule 1 of the Award, for additional employer superannuation contributions.
- 16.2 The election is subject to the rules of the employees' superannuation fund allowing Taronga to pay additional employer contribution and the payment not attracting Fringe Benefit or any other tax.
- 16.3 The election must be made before the period of service to which the earnings relate.
- 16.4 Additional employer contributions are subject to the age based limits set by the Australian Taxation Office.
- 16.5 Any allowance, loading, payment for unused leave, weekly worker's compensation or other payment based on an employee's wage, except payment for leave taken in service, to which an employee is entitled under the Award or an Act, will be calculated by reference to the wage which would have applied had the election not been made.

17. Classification Requirements

- 17.1 Refer to Appendix A for full coverage of classifications and rates of pay.

18. Allowances

- 18.1 The allowances provided for in this clause are set out in Schedule 2 of the Award.
- 18.2 Where an allowance is specified as a weekly rate and an employee who is entitled to the allowance is engaged part time, the allowance will be paid on a pro rata basis by dividing the weekly rate by 38 for an hourly rate to a maximum of the weekly allowance.

Tool Allowance

- 18.3 A weekly tool allowance will be paid to a Chef and an Apprentice for providing and maintaining their own hand tools. All tools owned by employees and Apprentices need to comply with WHS regulations and meet Taronga's WHS processes.

Temporary Assignment Allowance

- 18.4 Temporary assignment is the process of assigning an employee to a role for a defined period with a specified end date. Temporary assignment may be at level, or to a higher or lower classification.
- 18.5 Above-level temporary assignment

Above-level temporary assignments may attract payment of a temporary assignment allowance.

Above-level temporary assignments of up to 12 months may be made on the basis of a suitability assessment which includes

Pre-screening for essential requirements such as a qualification or licence

Resume

At least two capability-based assessments, one of which is an interview and

Referee checks against the pre-established standards for the role

Above-level temporary assignments for longer than 12 months must be based on a comparative assessment resulting from external advertising across the NSW Public Service. Comparative assessments require a minimum of three capability based assessments, one of which is an interview.

The amount of the allowance payable to the employee who is temporarily assigned to another role is the difference between the salary of the employee's usual role and the point in the salary range of the other role.

The proportionate temporary assignment allowance paid is proportionate to the duties to be performed. This is to be determined by the agency head and by mutual agreement with the employee before the employee starts the temporary assignment.

First Aid Allowances

- 18.6 A weekly senior first aid allowance will be paid to an employee who holds a current Senior First Aid Certificate and who is appointed by Taronga to carry out the duties of a Senior First Aid Officer.
- 18.7 A weekly Occupational First Aid allowance will be paid to an employee who holds a current Occupational First Aid Certificate and is appointed by Taronga as an Occupational First Aid Officer.
- 18.8 An employee who is temporarily appointed by Taronga to perform the duties of a First Aid Officer while the appointed First Aid Officer is on leave for one week or more, will be paid the relevant first aid allowance for the period appointed.
- 18.9 The allowances will be paid as a flat rate on all ordinary hours worked.

Laundry Allowance

- 18.10 A weekly laundry allowance will be paid to an employee when they are required by Taronga to wear a uniform, including overalls, and where the cost of any laundering is not borne by Taronga.
- 18.11 The laundry allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week or as a pro rata allowance for any part time or casual employees.
- 18.12 The laundry allowance is not payable when an employee is on leave.

Overnight Allowance

- 18.13 An overnight allowance will be paid where Taronga requests, and an employee agrees to stay overnight on Taronga premises for a period outside/between the employee's normal rostered hours of duty.

The overnight allowance is deemed to provide compensation for the overnight stay and also includes compensation for being on call during the period and any work required to be completed up to a total of 1 hour duration. Additional work required outside a total of 1 hour will be paid at overtime rates.

This allowance is payable when employees stay overnight such as, but not limited to Roar and Snore, Billabong Camp and Zoofari.

The allowance applicable is only when required to sleep over.

Bus Allowance

- 18.14 A bus allowance will be paid on a per shift basis where an employee is appropriately licensed and is required to drive a passenger bus on a rostered shift.

19. Insurance of Tools

- 19.1 Taronga will insure an employee's tools, used by them in the course of their employment, against loss or damage by fire while on Taronga Conservation Society Australia premises.
- 19.2 An employee will provide a list of the tools insured if requested by Taronga.
- 19.3 An employee will ensure that their tools are cared for and kept safely.
- 19.4 Taronga will reimburse an employee for loss of tools, if the tools are lost by theft from breaking and entering while they are being stored on the job at the direction of Taronga.

20. Rosters

- 20.1 Employees may be rostered to suit Taronga Conservation Society Australia operational requirements.
- 20.2 Taronga will prepare rosters that are fair and equitable and meet work health and safety requirements.
- 20.3 In rostering employees, consideration will be given to the preferences and personal commitments of individuals, wherever possible.
- 20.4 In developing a roster for the next period, Taronga and employees will have regard to the roster for the previous and subsequent periods.
- 20.5 Rosters will be prepared 7 days in advance.
- 20.6 Rosters may be changed as long as they comply with the terms set out in Clause 21 - Ordinary Hours of Work of the Award.
- 20.7 Changes to published rosters may be made inside 7 days by agreement between the Manager and an employee.
- 20.8 An employee will not be rostered to work more than one shift in any period of 24 hours, except by mutual agreement.
- 20.9 Taronga requires employees to provide a minimum availability to meet operational requirements and business needs. These requirements will be communicated to employees during the recruitment and selection process and will form part of the employment contract. Availability requirements may change over time in accordance with operational requirements.

21. Ordinary Hours of Work

- 21.1 The ordinary hours of work of full time employees are 152 hours in a 28 day period. Part time employees will be contracted to work less than 152 hours in a four week period however may be rostered up to 152 hours in any four week period.
- 21.2 All full-time and part-time employees shall be rostered their ordinary hours of work on the following basis:
- (a) At least once every two weeks an employee shall be granted two consecutive days off

- (b) Full-time and part-time employees will work not more than 5 days per week or, by agreement between the employer and the employee, not more than 20 days in a 4 week period.
 - (c) By agreement between the employer and the employee, the maximum number of ordinary hours which may be worked on any one day shall be 12 hours (inclusive of meal breaks).
 - (d) There shall be not less than a ten-hour break between finishing work (including overtime) one day or shift and the commencement of work on the next day or shift.
- 21.3 Where a Restaurant employee works a broken shift, Taronga will pay the employee for not less than 8 hours worked on any one shift. The shift will be spread over not more than 2 periods within a span of not more than 14 hours inclusive of meal breaks.
- 21.4 Restaurant employees working a broken shift shall be paid an allowance of one half of the hourly ordinary rate of pay at the Wait Staff classification.

22. Rest Period - Restaurant Employees

- 22.1 An employee will be given a meal break of between 30 minutes and 1 hour after working not more than 5 hours. The first meal break taken on any shift shall be unpaid. The second meal break will be a paid break, and the employee will be paid a meal allowance for the second break the amount of which is set out in the Allowances Table or given a meal.
- 22.2 If, because the work the employee is doing means that the employee cannot take a meal break by the end of 5 hours, the employer can ask the employee to work up to a further hour before the employee takes the break, and that break will become a paid break.
- 22.2 In addition to the employee's meal break(s), an employee will be given a paid rest break of ten minutes once during each work period of 5 hours.

22A. Rest Period - Retail Employees

- 22A.1 When and where it can be conveniently arranged by Taronga, an employee who works more than four ordinary hours on any day shall be allowed a paid rest break of ten minutes.
- 22A.2 No rest break shall be given or taken within one hour of the employee's commencing or ceasing time or within one hour before or after any meal break.
- 22A.3 An unpaid meal break of between 30 minutes and one hour shall be given to employees who are rostered for more than five hours.
- 22A.4 An employee who works nine hours or more on any day shall be allowed two rest breaks (each of ten minutes duration) if only one meal break is taken; or one rest break of ten minutes if two meal breaks are taken.

23. Shift Loadings

- 23.1 If Taronga requires an employee to work, the employee will be paid the following shift loadings:
- (a) on a Saturday time and a quarter of the ordinary rate of pay for all ordinary hours worked (except if the Restaurant employee works a regular night shift referred to in clause 23.2, or if the employee is a casual Retail employee referred to in clause 23.3),
 - (b) on a Sunday time and a half of the ordinary rate of pay for all ordinary hours worked,
 - (c) on a Public Holiday two and a half times the ordinary rate of pay for all ordinary hours worked.

- 23.2 Where a Restaurant employee works ordinary hours between midnight and 6.00am, they are to be paid an extra 30% penalty for all time worked during these hours. If the hours worked between midnight and 6.00am is greater than 50% of the total shift, the employee will be paid a loading of 30% for all hours worked. This loading excludes shifts worked on a Sunday or Public Holiday.
- 23.3 Retail casual employees working on a Saturday will be paid an applicable allowance as outlined in the Allowances Table in addition to the day's pay.
- 23.4 The penalties and loadings prescribed in this clause shall not be taken into consideration in calculating any payment for overtime or public holidays, or for any period of leave including sick leave, annual leave and long service leave.

24. Overtime

- 24.1 Hours worked at the direction of Taronga outside ordinary hours of work as set out in this Award, will be overtime.
- 24.2 Taronga may direct an employee to work a reasonable amount of overtime taking into account:
- (a) an employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations and study arrangements; and
 - (b) the urgency of the work required to be performed, the impact on Taronga's operational requirements and the effect on customer services.
- 24.3 Overtime rates of pay for Retail employees will be time and one-half for the first two hours on any one day and at the rate of double time thereafter, except on a Sunday which shall be paid for at the rate of double time.
- 24.4 Overtime rates of pay for Restaurant employees will be time and one half of the ordinary rate of pay for the first 2 hours worked and after that double time.
- 24.5 If their manager agrees, an ongoing or temporary employee who works overtime may elect to take time off work in lieu of payment for all or part of the overtime. The time off will be calculated at the same rate as would have applied to the payment of the overtime. The following provisions will apply to time off in lieu:
- (a) Before the overtime is worked, or as soon as practicable on completion of overtime, the employee will advise their manager, or the manager's delegate, that they intend to take time off in lieu of payment.
 - (b) The time off in lieu must be taken at the convenience of Taronga, except when it is being taken to look after a sick family member in accordance with Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave).
 - (c) Time off in lieu accrued for overtime worked on days other than Public Holidays, will be given and taken within three months of accrual. At the employee's election, time off in lieu for overtime worked on a Public Holiday may be added to the employee's annual leave credits and may be taken in conjunction with annual leave.
 - (d) An employee will be paid for the balance of any overtime entitlement not taken as time off in lieu.

25. Call Back

- 25.1 An employee recalled to work overtime for any reason after leaving the premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours.

- 25.2 For employees, where the recall is for the purpose of a disciplinary and/or counselling interview and/or administrative procedures, an employee will be paid a minimum of 2 hours at the relevant rate for each recall.
- 25.3 Where the actual time worked is less than 3 hours on each recall, overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of Clause 22 Rest Period - Restaurant Employees and Clause 22A - Retail Employees.
- 25.4 Time worked will be calculated as one continuous period when an employee returns to the workplace on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call out period. Payment will be calculated from the start of the first recall until either the end of work, or the minimum pay period from the start of the last recall, whichever is the greater.
- 25.5 A recall to work starts when the employee starts work and finishes when the work is completed i.e. it does not include time spent travelling to and from the place at which work is to be done.
- 25.6 This clause does not apply if an employee is regularly required to return to Taronga premises to perform a specific job outside rostered hours or if overtime is continuous (subject to a reasonable meal break) with the end or the beginning of a rostered shift.

26. Starting and Finishing Work

- 26.1 An employee's starting and finishing times of ordinary hours of work will be calculated from the time they arrive at the actual job or work station or signing on point, or from the time they are rostered to commence work.
- 26.2 If an employee is required to collect Taronga equipment before going to the work site or return Taronga equipment at the end of work from a location other than the actual work site or sites, then the starting and finishing times will operate from the point of collection or return.

27. Annual Leave

- 27.1 Taronga employees are entitled to 4 weeks annual leave for working a whole year or pro rata for part time employees.

28. Annual Leave Loading

- 28.1 Employees are entitled to an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year.
- 28.2 For the purpose of calculating annual leave loading, the leave year will start on 1 December of each year and end on 30 November of the following year.
- 28.3 Payment of annual leave loading will not be made on any annual leave taken in the first leave year of employment, i.e. from the date of employment to the following 30 November. The loading accrued in the first leave year will be paid during the second leave year of employment.
- 28.4 Leave loading will be paid on the first occasion in a leave year (other than the first leave year) when at least 2 consecutive weeks of annual leave is taken.
- 28.5 In the event that a 2 week period of annual leave is not taken by 30 November each year, then the monetary value of the annual leave loading accrued over the previous year will be paid as soon as practicable.
- 28.6 An annual leave loading will not be paid on resignation/dismissal arising from misconduct.
- 28.7 Annual leave loading will be paid on retirement or termination by Taronga, except for misconduct, if the loading would have been due had the employee taken 2 weeks annual leave.

29. Sick Leave

- 29.1 Taronga employees are entitled to sick leave provisions in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave).

30. Parental Leave

- 30.1 Taronga employees are entitled to parental leave provisions in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave).

31. Long Service Leave

- 31.1 Taronga employees are entitled to long service leave provisions in accordance with *NSW Long Service Leave Act 1955*.

32. Public Holidays and Picnic Days

- 32.1 Public Holidays are: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any such other holiday that may be proclaimed as a Public Holiday applicable to the operation of the Award.
- 32.3 The first Monday in August each year will be a Picnic Day (in lieu of the Public Service Holiday) and will be treated as a Public Holiday.
- 32.4 For an employee who works according to an ordinary hours roster that covers every day of the week, if a Public Holiday occurs on a rostered day off they will be paid for an additional 7 hours and 36 minutes ordinary hours. Employees who do not work the seven-day roster will not be entitled to this payment.

33. Uniforms, Personal Protective Clothing and Equipment

- 33.1 Where an employee is required to wear a uniform, Taronga will provide employees with appropriate uniforms that will be allocated in accordance with the work patterns of employees.
- 33.2 Allocations to employees engaged part-time, and/or who are casual employees, will be determined by Taronga according to the employee's work patterns.
- 33.3 Employees are required to wear uniforms provided by Taronga at all times when performing their functions and will maintain their uniforms in a neat, clean and presentable manner.
- 33.6 Protective equipment and clothing, together with replacement uniform items, are provided as needed. Unserviceable uniforms and equipment must be returned when a request for replacement is made.
- 33.7 Uniforms, protective clothing and other equipment issued by Taronga to employees will remain the property of Taronga.
- 33.8 An employee will return all items of protective equipment and clothing together with any keys, identification cards and other items issued to them by Taronga when they cease employment with Taronga.
- 33.9 If an employee fails to return any uniform or protective clothing issued to them by Taronga when they cease employment, Taronga may deduct the monetary value of the uniform or protective clothing from the employee's separation pay if the employee has given Taronga prior written authority to do so. Taronga may require an employee to sign a written authority on engagement or on receipt of the next issue of uniform and protective clothing.

34. Secure Employment

34.1 Objective of this clause

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

34.2 Casual Conversion:

- (a) A casual employee engaged by Taronga on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of 6 months shall thereafter have the right to elect to have his or her casual contract of employment converted to ongoing full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Taronga shall give the casual employee notice in writing of the provisions of this subclause within 4 weeks of the employee having attained such period of 6 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 34.2(a), upon receiving notice under subclause 34.2(b) or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to Taronga that he or she seeks to elect to convert his or her casual contract of employment to ongoing full-time or part-time employment, and within 4 weeks of receiving such notice from the employee, Taronga shall consent to or refuse the election, but shall not unreasonably so refuse. Where Taronga 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 4 weeks of receiving written notice from Taronga, elect to convert his or her casual contract of employment to ongoing 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 Taronga.
- (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 34.2(c), Taronga and the employee shall, in accordance with this subclause, and subject to subclause 34.2(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 Taronga and the employee.

- (g) Following an agreement being reached pursuant to subclause 34.2(f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

35. Contractors and Volunteers

- 35.1 Contractors may be engaged to perform work if it is impracticable for the work to be carried out by employees because specialist skills and/or tools, plant or equipment are unavailable; or the timeframe is unacceptable; or there are competing priorities.
- 35.4 Where contractors are engaged, Taronga will ensure that all relevant awards and agreements are observed.
- 35.5 Employees may be required to work cooperatively with contractors and such work will not give rise to any claims for extra payments.
- 35.6 Taronga will continue to support the efforts of volunteers whose services aim to enhance the public's experience while visiting Taronga.
- 35.7 Employees may be required to work co-operatively with volunteers and/or students and such work will not give rise to any claims for extra payments.

36. Anti-Discrimination

- 36.1 The parties bound by the Award respect and value equity and diversity in the workplace.
- 36.2 It is the intention of the parties bound by the 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, pregnancy, physical or mental disability, homosexuality, transgender identity, age, and carer's responsibilities.
- 36.3 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in the Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of the Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award that, by its terms or operation, has a direct or indirect discriminatory effect.
- 36.4 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.
- 36.5 Nothing in this clause is to be taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (a) offering or providing junior rates of pay to persons under 21 years of age;
 - (b) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (c) a party to the Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 36.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

37. Delegates and Trade Union Activities

Right of Entry of Union Officials

- 37.1 A Union official or officer may enter Taronga property at any time during working hours for the purposes of conducting Union business provided that prior to an anticipated visit they make contact with the nominated manager, or other senior manager, to outline the reason for and timing of the visit.
- 37.2 A Union official or officer has the right to meet with their members when they are not working. Where they request to meet with their members during work time this is subject to the needs of Taronga operations and must be approved by the relevant manager.
- 37.3 A Union official or officer will at all times be bound by the rules and standards of Taronga whilst on Taronga property including undertaking site inductions when they intend to visit the site on a regular or ongoing basis, and complying with security procedures for admission onto the property.
- 37.4 A Union official will have regard for the provisions of the New South Wales *Industrial Relations Act* 1996.

Delegates

- 37.5 A delegate is an employee who has been elected by fellow employees to be their Union representative and whose name has been registered with Taronga by the relevant Union.
- 37.6 A Union official may contact a delegate at work if they first contact the relevant manager, or other Taronga nominated representative, to make arrangements for the contact with the delegate at a convenient time.
- 37.7 Taronga will cooperate with a Union to release and pay delegates, at ordinary hours rates of pay, for up to 12 days over two years per union, to attend agreed Union courses in cases where
- (a) there is prior consultation with Taronga about the course content and the ability to release particular employees from the job;
 - (b) the course is aimed at improving industrial relations and deals with relevant matters including SafeWork NSW and Work Health and Safety; and
 - (c) where relevant, there is an opportunity for Taronga participation in or contribution to the course.

Payroll Deductions for Union Membership Subscriptions

- 37.8 Taronga will make fortnightly deductions of the fortnightly union membership fee from the pay of an employee who is a member of a Union in accordance with the Union's rules, provided that
- (a) the employee has authorised Taronga to make such deduction;
 - (b) a Union has provided Taronga with a schedule setting out union fortnightly membership fees payable by members of the Union in accordance with the Union's rule
 - (c) the Union has advised Taronga of any change of the fortnightly membership fee, consequent upon a variation of the annual union membership fee as provided in the Union rules, at least one month in advance of the variation taking effect, with no more than two variations to be effected in any financial year;
 - (d) deduction of the fortnightly membership fee will only occur in each pay period in which payment has or is to be made to an employee;
 - (e) as soon as practicable after the fortnightly pay period has been processed, monies deducted from employees' pay will be forwarded fortnightly to the Union by way of electronic funds transfer,

together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts;

- (f) no fortnightly membership fee will be deducted for periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave;
- (g) for casual employees the fortnightly membership fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period; and
- (h) where an employee has already authorised the deduction of union membership fees from their pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

SCHEDULE 1

Wage Rates (Weekly)	Current Salary effective on or after 1 July 2018
Retail Sales Assistant	779.89
Retail Sales Supervisor	805.85
Retail Coordinator - TWPZ	819.82
Retail Coordinator - TZ	1025.25
Kitchen Hand	711.07
Wait Staff	733.57
Duty Officer	893.30
Cook	768.13
Apprentice Chef (% of Level 1 Chef wage)	
Year 1 - 46%	386.02
Year 2 - 54%	453.16
Year 3 - 67%	562.25
Chef	
Level 1	839.18
Level 2	893.30
Level 3	921.87
Senior Chef	1001.15
Applicable Junior rates for Retail Sales Assistant, Wait Staff and Kitchen Hand: Age:	
17 years and under	62%
18 years of age	70%
19 years of age	80%
20 years of age	90%

SCHEDULE 2

Allowances

Laundry Allowance	\$12.88 per week
Meal Allowance	\$14.74 per meal
Apprentice's Tool Allowance	\$0.92 per week
First Aid Allowance	\$16.63 per week
Overnight Allowance	30.84 per shift
Bus Allowance	5.38 per shift
Insurance of Tools	\$1495.00

Retail Employees Saturday allowance	
Under 21 years - shift length up to 4 hours	\$5.36 per week
Adult - shift length up to 4 hours	\$8.20 per week
Under 21 years - shift length 4 hours and over	\$9.14 per week
Adult - shift length 4 hours and over	\$16.81 per week

APPENDIX A: CLASSIFICATIONS

The provisions of this clause will not limit Taronga from allocating to an employee other duties consistent with Clause 10 - Workplace Flexibility and Multi-skilling of the Award or changing with written advice, the expected nature and mix of duties consistent with the classification requirements. The classification requirements outlined below list key duties employees are expected to perform or have the ability to perform. All employees are expected to comply with Taronga's policies and procedures, Customer Service Charter and Work, Health and Safety Charter.

Retail Sales Assistant

The role of the Retail Sales Assistant is to enhance the guest experience and maximise retail sales by providing excellent customer service in Taronga's retail stores and animal experience stations. Key duties include but are not limited to:

Greeting guests who enter the retail outlet

Having strong product knowledge of Taronga's retail offerings to be able to up sell and explain the link with Taronga's vision

Responsible for cash and card payments

Receiving and preparing sale and display of goods including maintaining store presentation (including prams), light cleaning and stocking shelves

Enhancing guest experience by providing photography opportunities with animal encounters

Retail Sales Supervisor

The role of the Retail Sales Supervisor is to lead the retail sales team to maximise retail sales and enhance the visitor experience through high level customer service. In addition to the duties of the Retail Sales Assistant, key duties include but are not limited to:

Leading, mentoring and coaching the Retail Sales team to deliver high quality customer service experiences.

Demonstrating high levels of store operational management including cash management, balancing cash registers, receipts and daily takings, visual merchandising, stock level management, housekeeping, staff direction and daily briefings, customer service and end of day reporting,

Retail Sales Coordinator TWPZ

The role of the Retail Sales Coordinator TWPZ is to lead the retail sales team to maximise retail sales and enhance the guest experience through high levels of customer service. In addition to the duties of the Retail Sales Supervisor, key duties include but are not limited to:

Maintaining and coordinating the retail outlet to maximise sales and ensure efficient day to day operations

Supervising and rostering the Retail Sales team to deliver high quality customer service experiences in order to provide excellent guest experience and promote repeat visitation

Managing the stock deliveries, stock taking and store merchandising

Retail Sales Coordinator TZ

The role of the Retail Sales Coordinator TWPZ is to lead the retail sales team to maximise retail sales and enhance the guest experience through high levels of customer service. In addition to the duties of the Retail Sales Supervisor, key duties include but are not limited to:

- Daily coordination and operational communication of all TZ shops
- Operational management of the TZ Top Shop
- Coordination of operations of retail outlets during events
- Support the Retail Sales Manager with recruitment and staff management as required
- Possess and maintain a current Senior First Aid Certificate or Occupational First Aid Certificate;

Kitchen Hand

The role of the Kitchen Hand is to provide support for kitchen staff in all areas of kitchen operation by maintaining high levels of quality customer service with all stakeholders. The duties of the Kitchen Hand include but are not limited to:

- Obtaining and maintaining a NSW Statement of Attainment in Food Handling
- Cleaning, tidying and setting up of kitchen, food preparation and customer service areas
- Washing and cleaning equipment, crockery and utensils
- Assembly and preparation of ingredients for cooking
- Setting, clearing and wiping down tables
- Handling, sorting, storing and distributing food items
- Maintaining a high level of food safety by following all food safety processes

Wait Staff

In addition to the duties of the Kitchen Hand, the role of the Wait Staff is to deliver high quality customer service to provide excellent guest experience and promote repeat visitation by providing excellent front-of-house waiting and bar services. The duties of the Wait Staff include but are not limited to:

- Undertaking general waiting food and beverage duties, including preparing and clearing tables, greeting and seating guests, taking orders, serving food and beverages and general cleaning
- Heating pre prepared meals and/or preparing simple food items such as sandwiches and salads
- Receipting of monies (cash and electronic), giving change and operating cash registers
- Supplying, dispensing or mixing of liquor, including cleaning of bar areas and equipment, preparing the bar for service, taking orders and serving drinks and assisting in the cellar
- Obtaining and maintaining a NSW Responsible Service of Alcohol when required to supply, dispense or mix liquor, including cleaning of bar areas and equipment, preparing the bar for service, taking orders and serving drinks and assisting in the cellar
- Receiving, storing and distributing goods

Maintaining a high level of food safety

Cook

The role of the Cook is to prepare, cook and present a range of food items that are of the highest quality at all times to provide a first class culinary guest experience. The duties of the Cook include but are not limited to:

Obtaining and maintaining a NSW Statement of Attainment in Food Handling

Preparing and cooking a range of food items such as breakfasts, grills and snacks for guests, whilst delivering high quality customer service.

Maintaining a high level of food safety.

Maintaining consistently high levels of guest satisfaction ensuring a high quality cost effective service is provided

Providing instruction to the Apprentice chef, Kitchen Hand and Wait Staff

Apprentice Chef

The role of the apprentice chef is to assist the chef in providing a high standard of food by way of preparation, cooking and presentation whilst ensuring best practice food and kitchen hygiene practices are met. The duties of the apprentice chef include but are not limited to:

Obtaining and maintaining a NSW Statement of Attainment in Food Handling

Undertaking and learning all the different aspects of Commercial Cookery that is required as part of the Chef Apprenticeship including appropriate TAFE role requirements, training and assessments

Ensuring work carried out meets Taronga stakeholder needs and legislative and statutory requirements.

Identifying and communicating issues impacting on operations and guests

Chef

The role of the Chef is to manage the day to day operational activities within the Kitchens of Taronga by providing a high standard of food preparation, cooking and presentation whilst ensuring best practice food and kitchen hygiene practices are met. Progression between Chef Level 1 to Chef Level 2 to Chef Level 3 will be based on merit selection processes when vacancies arise or on an operation requirements and business needs basis. The duties of a Chef include but are not limited to:

Obtaining and maintaining a NSW Food Safety Supervisor Certificate

Completion of an apprenticeship or appropriate trade qualifications in cookery, butchery, baking or pastry cooking

Establishing and maintaining a first class culinary experience across multiple food outlets including preparing and cooking food as per Taronga menus

Planning menus and determining food and labour costs in consultation with stakeholders

Demonstrating techniques to apprentices and advising on cooking procedures

Maintaining and enforcing a high level of food safety

Manage complex stakeholder relations, expectations and competing priorities in a busy hospitality environment.

Maintain professionalism, tact and diplomacy when working within a high paced environment.

Supervising and training staff

Senior Chef

In addition to the duties of Chef, the key duties of the Senior Chef include but are not limited to:

Completion of appropriate additional training

Supervising other trade qualified cooks, recruitment, training and rostering

Coordinate stocktake across all departments

Purchase and maintain equipment kitchen items including cooking utensils, dishwashers

Budgeting including raising purchase orders, investigating Profit/Loss

Liaising with internal and external stakeholders including current and potential suppliers and contractors

Create and implement policies and best practices for food safety, hygiene and Work Health Safety

Possess and maintain a current Senior First Aid Certificate or Occupational First Aid Certificate;

Duty Officer

The role of the Duty Officer is to provide and maintain high quality customer service standards. Key duties include but are not limited to:

Managing complex stakeholder relations, competing priorities and visitor expectations

Delivering a high quality customer service experience to guests at Taronga

Assisting in coordinating, training and supervising employees

Resolving guest issues to ensure that complaints are dealt with effectively and complex issues are escalated accordingly.

Ensuring the smooth operation of the day-to-day operations of the three accommodation outlets in the absence of senior management and assisting the frontline teams in these areas to address, report, and escalate any issues.

Responding to emergencies and initiating the appropriate response in accordance with Taronga Emergency and after-hours procedures.

Obtain and maintain a Senior First Aid or Occupational First Aid Certificate

Monitoring and ensuring compliance with RSA regulations during bar service.

Be responsible for the daily reconciliation of in-house and departing guest accounts across the accommodation outlets, ensuring compliance with Taronga cash handling and finance procedures.

APPENDIX B: ADDITIONAL LEAVE ENTITLEMENTS - TARONGA RETAIL AND RESTAURANT AWARD

The table below outlines all the leave provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave) which employees covered by the Taronga Retail and Restaurant Award have access to.

The Taronga Retail and Restaurant Award outlines entitlements to Annual Leave, Annual Leave Loading, Long Service Leave and Public Holidays.

Leave Type (from Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
Family and Community Service Leave
Leave Without Pay
Military Leave
Observance of Essential Religious or Cultural Obligations
Parental Leave (including maternity leave, adoption leave and other parent leave)
Purchased Leave
Sick Leave
Sick Leave - Requirements for Evidence of Illness
Sick Leave to care for a family member
Sick Leave - Workers Compensation
Sick Leave - Claims other than Workers Compensation
Special Leave (including Jury Service, Witness at Court, Examination Leave, Union Activities)
Leave for Matters Arising from Domestic Violence

P. M. Kite, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**TARONGA CONSERVATION SOCIETY AUSTRALIA WAGES
EMPLOYEES' AWARD 2018 - 2020**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Taronga Conservation Society Australia.

(Case No. 2018/191069)

Before Chief Commissioner Kite

29 June 2018

AWARD

1. Title

The Award is called the Taronga Conservation Society Australia Wages Employees' Award 2018-2020.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Application
5.	Area, Incidence and Duration
6.	No Extra Claims
7.	General Conditions of Employment
8.	Availability of Award
9.	Dispute Resolution
10.	Workplace Flexibility and Multi-skilling
11.	Types of Employment
12.	Multiple Contracts
13.	Dealing with Misconduct
14.	Dealing with Unsatisfactory Performance
15.	Leave
16.	TZ Cleaner, Security, Guest Experience and Sky Safari- Special Conditions
17.	Wage Increases and Wage Rates
18.	Payment of Wages
19.	Wage Sacrifice for Superannuation
20.	Classification Requirements
21.	Appointment and Progression
22.	Allowances
23.	Insurance of Tools
24.	Rosters
25.	Ordinary Hours of Work
26.	Rest Period
27.	Shift Loadings
28.	Overtime
29.	Call Back
30.	Starting and Finishing Work
31.	Annual Leave
32.	Annual Leave Loading
33.	Public Holidays and Picnic Days

34. Uniforms, Personal Protective Clothing and Equipment
35. Secure Employment
36. Contractors and Volunteers
37. Anti-discrimination
38. Delegates and Trade Union Activities

Schedule 1 - Wage Rates (Weekly)

Schedule 2 - Allowances

Appendix A - Classifications

Appendix B - Leave Provisions

3. Definitions

"Award" means the Taronga Conservation Society Australia Wages Employees' Award 2018 - 2020.

"Supervisor" means a person who supervises an employee or employees covered by the Award

"Employer" shall mean the Office of Environment and Heritage at Taronga Conservation Society Australia (Taronga) as defined in Part 2 of Schedule 1 Division of the Government Service in the *Government Sector Employment Act 2013*.

"Employee" means a person employed by the Office of Environment and Heritage at Taronga Conservation Society Australia (Taronga) within the scope of this Award.

"Tradesperson" means a skilled worker engaged in a trade as defined by NSW Fair Trading.

"TZ" means Taronga Zoo, Bradleys Head Road, Mosman, New South Wales.

"TWPZ" means Taronga Western Plains Zoo, Obley Road, Dubbo, New South Wales.

"Union/s" means;

United Voice, New South Wales Branch;

The Australian Workers' Union, New South Wales;

New South Wales Plumbers and Gasfitters Employees Union;

Construction, Forestry, Mining and Energy Union, New South Wales Branch;

Electrical Trades Union, New South Wales Branch;

Transport Workers' Union of New South Wales.

4. Application

4.1 The parties to the Award are Taronga and the Unions.

4.2 The Award applies to and is binding on the parties to the Award and all ongoing, temporary, casual and apprentice employees, employed by the Taronga Conservation Society Australia in the classifications of: Apprentice; TZ Labourer/Driver/Operator; TZ Labourer/Driver/Operator (Leading Hand); TWPZ Labourer; TWPZ Labourer (Leading Hand); Water Systems Operator; Water Systems Operator (Leading Hand); TZ Tradesperson; TZ Tradesperson (Leading Hand); TZ Tradesperson - Plumber; TZ Tradesperson - Plumber (Leading Hand); Tradesperson - Electrician; Tradesperson - Electrician (Leading Hand); TWPZ Tradesperson; TWPZ Tradesperson - Leading Hand; TWPZ Tradesperson - Plumber; TWPZ Tradesperson - Leading Hand; Senior Technician/Trades Specialist; Works and Trades Supervisor; Sky Safari Attendant; Sky Safari Operator; Senior Sky Safari Operator; Cleaner; Cleaner (Leading Hand); Cleaning Supervisor; Guest Experience Attendant; Guest Experience Officer; Guest

Experience Coordinator; Gatekeeper; Security Officer; Senior Security Officer; Assistant Security Manager and Security Manager.

- 4.3 The Award will regulate the terms and conditions of employment which were previously regulated by the Taronga Conservation Society Australia Wages Employees' Award 2017-2018.
- 4.4 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees. This includes but is not limited to, quarterly Joint Consultative Committee meetings.

5. Area, Incidence and Duration

- 5.1 This Award has effect from the beginning of the first full pay period on or after 1 July 2018 and will remain in force until 30 June 2020, and rescinds and replaces the Taronga Conservation Society Australia Wages Employees' Award 2017-2018.
- 5.2 This award remains in force until varied or rescinded, the period for which it was made having already expired.

6. No Extra Claims

- 6.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 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. General Conditions of Employment

- 7.1 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 (only Section 6 - Leave applies), *Government Sector Employment Act 2013* and the *Government Sector Employment Regulation 2013* as amended from time to time.

8. Availability of Award

- 8.1 A copy of the Award will be made available on the Taronga intranet for all staff. A printed copy can be obtained from the Human Resources area if required.

9. Dispute Resolution

- 9.1 A dispute under this clause is a dispute about the interpretation or application of the Award.
- 9.2 The Vocational Training Order for Apprentices made under the Apprenticeship and Traineeship Act 2001 will override any conflicting steps contained in this clause.
- 9.3 The objective of the procedures contained in this clause is the timely resolution of disputes at the level they occur in the workplace.
- 9.4 Every effort will be made to resolve a dispute as quickly as is practicably possible.
- 9.5 Without prejudice to any party, while the procedures contained in this clause are being followed, no stoppage of work or other form of limitation or work ban will be applied.

- 9.6 Where a bona fide and critical work health or safety issue exists, an employee will not work in an unsafe environment and where appropriate will accept alternative suitable work while the procedures contained in this clause are being applied.
- 9.7 An employee who is a member of a Union may seek the advice or assistance of their Union at any stage of the application of procedures contained in this clause.
- 9.8 A Union, Taronga or an employee must receive reasonable notice, of not less than 24 hours, of any meeting they are required to attend as part of the application of the procedures contained in this clause.
- 9.9 A matter in dispute will first be discussed between an employee and their Supervisor with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level, or is of such a nature that it cannot be dealt with at this level, the following subclause will apply.
- 9.10 The matter in dispute will be discussed between the employee and/or their Union representative and the relevant manager with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level the following subclause will apply.
- 9.11 The matter in dispute will be discussed with the employee and/or their Union representative and representatives of the relevant manager and/or the Director People, Culture and Learning or their delegate with the aim of trying to resolve the matter within 5 working days.
- 9.12 Only when all the above procedures contained in this clause have been exhausted and the dispute remains unresolved, a Union or Taronga may submit the dispute to the Industrial Relations Commission of New South Wales.

10. Workplace Flexibility and Multi-Skilling

- 10.1 The Unions and Taronga are committed to workplace flexibility and multi-skilling so that employees may perform a wide range of work, including work that is incidental or peripheral to their main tasks or function, and/or requested by Taronga to contribute to the development of a more strategic and guest-oriented operation. Taronga may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award.
- 10.2 Employees will be trained in basic skills that were previously regarded as the work of the various trades. Regard will be had for the training requirements of Apprentices. Taronga will also support employees obtaining transferable accreditation and recognised certificates when this is relevant to their work and to Taronga's operational requirements.
- 10.3 Employees will perform work that is within their skill, role requirement, competence and training, provided that such work is not designed to promote deskilling.
- 10.4 Employees will fully co-operate with all other employees (including those not covered by the Award) to ensure there are no artificial demarcations in work and will communicate and consult with one another in a timely and open manner in an endeavour to achieve this.
- 10.5 Taronga may direct employees to perform duties and use the required tools and equipment, if they have been properly trained in their use, provided that the direction is consistent with the provision of a safe and healthy working environment.
- 10.6 Employees will not impose any limitation on supervisors or technical personnel, who are qualified to do so, demonstrating the use of new equipment or machinery.
- 10.7 TWPZ or TZ Cleaner, Security, Guest Experience and Sky Safari employees in one classification may be required by Taronga to temporarily perform the duties of another classification, provided they have been suitably trained to do so, and subject to the temporary assignment provisions of the Award.
- 10.8 Labourers and Labourer/Driver/Operators who have the skills may perform minor maintenance work, which is approved beforehand by the relevant manager where practicable.

- 10.9 Transportation of animals or any other cargo will be allocated to employees based on driver licensing requirements, vehicle size, work health and safety requirements, animal welfare requirements and any legislative or regulatory requirements for the type of animal involved. Determination of the method of transport to be used for movement of animals and cargo will reflect the understanding between Taronga and the Unions that professional drivers will be used in animal transportation where considered appropriate by the relevant managers.
- 10.10 A series of policy guidelines for animal transportation will be reviewed in consultation with the Transport Workers Union.

11. Types of Employment

- 11.1 An employee will be engaged as an ongoing, temporary, casual, apprentice or trainee employee.
- 11.2 An employee may be required by Taronga to perform their duties on sites other than Taronga Conservation Society Australia premises.
- 11.3 Taronga may dismiss an employee without notice for serious misconduct or wilful disobedience.
- 11.4 If Taronga terminates an employee's employment, Taronga will supply the employee with a statement of service if they request it.

Ongoing Employment

- 11.5 An ongoing employee is an employee engaged for a continuing period of time subject to a probationary period on appointment.
- 11.6 A probationary period may be for a period of up to 6 months and may be extended for a further period not exceeding 12 months.
- 11.7 During a probationary period, Taronga may terminate the employment of an ongoing employee giving one week's notice.
- 11.8 An ongoing employee may terminate their employment giving 2 weeks' notice or the payment/forfeiture of 2 weeks wages in lieu of notice.
- 11.9 If an ongoing employee's role becomes redundant, New South Wales Government policy will apply.
- 11.10 After the probationary period, Taronga may terminate the employment of an ongoing employee in accordance with the Dealing with Misconduct and Dealing with Unsatisfactory Performance clauses in this Award, the Government Sector Employment Act, Rules and Regulations and any policy implemented by the Public Service Commission.

Temporary Employment

- 11.11 A temporary employee is an employee engaged for a specified term fixed at the outset of their employment.
- 11.12 A temporary employee will be advised in writing that their employment is temporary.
- 11.13 By agreement between the employee and Taronga, a temporary employee may be paid an allowance of 1/12th of their base salary in lieu of annual leave.
- 11.14 Taronga or the employee may terminate the employment of a temporary employee giving one week's notice.

Casual Employment

- 11.15 A casual employee is an employee engaged to perform work by the hour and paid on an hourly basis, employed by Taronga on a short or irregular basis, where Taronga has no intention of continuing the employment and the employee has no reasonable expectation of the employment continuing.
- 11.16 A casual employee will receive a 15% casual loading in addition to the relevant wage rate prescribed in Schedule 1 of the Award to compensate them for the casual nature of their employment and leave, except long service leave and annual leave. A casual employee will also receive an allowance of 1/12th of the ordinary hourly rate to compensate for annual leave. The NSW *Long Service Leave Act* will cover long service leave.
- 11.17 The casual loading and casual annual leave allowance will not be paid on overtime. A casual TWPZ employee and TZ Works and Trades employee will be engaged for a minimum shift of 3 hours.
- 11.18 A casual employee, except for Sky Safari rescue team members, will be engaged for a minimum of 3 hours.
- 11.19 Taronga or the employee may terminate the employment of a casual employee giving one hour's notice.

Apprentices and Trainees

- 11.21 The Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001* will override any conditions of employment for an Apprentice or Trainee otherwise prescribed in the Award.
- 11.22 An apprentice will be paid in accordance with Schedule 1 of the Award.
- 11.23 Progression within the rates prescribed for the years of service for Apprentices and Trainees will be in accordance with the Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001*.

Adult Apprentice

- 11.24 An adult apprentice is an Apprentice engaged by Taronga after turning 21 years of age.
- 11.25 An adult apprentice are to be paid the higher of the following rates:
- (a) Year 1 80% of the level 3 adult minimum wage (Miscellaneous Award 2010 MA000104, Apprentice Minimum Wages)
 - (b) Year 2 to be paid as year 3 under the TSCA Wages Employees Award
 - (c) Years 3 and 4 to be paid under the TSCA Wages Employees Award

12. Multiple Contracts

- 12.1 An employee may be engaged by Taronga in more than one type of employment or the same type of employment but in a different classification under the Award (multiple contracts).
- 12.2 Multiple contracts are separate and distinct contracts of employment where each stands alone in relation to the application of the Award or other relevant industrial instrument including for the purposes of payment of ordinary hours, overtime and penalties. Employees working in multiple roles cannot claim payment of the same allowance across different roles. The conditions for employees working under multiple contracts can be no less favourable than the applicable Award.
- 12.3 An employee will not be engaged under multiple contracts for work relating to the employee's area of expertise where such work would normally attract the payment of overtime rates or shift loadings.
- 12.4 When rostering employees under multiple contracts consideration will be given to fatigue management.

13. Dealing with Misconduct

13.1 The management of misconduct will be conducted in accordance with Taronga's policy on Managing Misconduct and the Government Sector Employment Rules 2014 (Part 8), Clauses 37-41.

13.2 The procedural requirements for dealing with misconduct include:

An allegation of misconduct is reported

An initial assessment is made to determine the validity of the allegation

If allegation is determined to be valid, the employee is advised of the allegation of misconduct and given a reasonable opportunity to respond

The employee is advised in writing whether the determination is misconduct has or has not occurred

The employee is advised of the proposed action and given a reasonable opportunity to make a submission in relation to the proposed action

The employee is advised in writing of the final decision and the action to be taken

Taronga is required to keep a written record of proceedings and action taken

The outcomes for dealing with substantiated misconduct are:

- (a) terminate the employment of the employee (without the opportunity to resign)
- (b) terminate the employment of the employee (with the opportunity to resign)
- (c) impose a fine on the employee (which may be deducted from the employee's pay)
- (d) reduce the remuneration payable to the employee
- (e) reduce the classification or grade of the employee
- (f) assign the employee to a different role
- (g) caution or reprimand the employee

13.3 Where the employee disagrees with the process in dealing with misconduct or the outcome reached, they may have an opportunity to lodge a dispute in accordance with clause 8 of this Award.

14. Dealing with Unsatisfactory Performance

14.1 The management of unsatisfactory performance will be conducted in accordance with Taronga's policy on Managing Unsatisfactory Performance and the Government Sector Employment Rules 2014 (Part 7), Clauses 35-36.

14.2 The procedural requirements for dealing with unsatisfactory performance include:

The employee's performance is determined by Taronga to be unsatisfactory in accordance with Taronga's performance management system

Reasonable steps have been taken to advise the employee that the employee's performance is unsatisfactory and the basis on which it is unsatisfactory

The employee is notified that the employer is proposing to take specified action

The employee is given a reasonable opportunity to respond

The employer has taken any such response into consideration.

The outcomes for dealing with unsatisfactory performance following a formal performance improvement plan are:

- (a) terminate the employment of the employee (after giving the employee an opportunity to resign)
- (b) reduce the remuneration payable to the employee
- (c) reduce the classification or grade of the employee
- (d) assign the employee to a different role

14.3 Where the employee disagrees with the process in dealing with unsatisfactory performance or the outcome reached, they may have an opportunity to lodge a dispute in accordance with clause 8 of this Award.

15. Leave

15.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within: the Act and Regulation, and Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (only Section 6 - Leave applies) or any successor instrument to that Award, and OEH's policies as agreed and reviewed from time to time.

15.2 Employees employed on a part-time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

16. TZ Cleaner, Security, Guest Experience and Sky Safari- Special Conditions

Accommodation for Meals

16.1 Where practicable Taronga will allow employees to have their meal and tea breaks in a suitable place protected from the weather.

16.2 Taronga will provide employees with adequate facilities for tea making and for heating food.

16.3 Taronga will advise employees of the accommodation available at the work site before work starts at that site.

Dressing Accommodation

16.4 Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers will be provided by Taronga.

Work Materials

16.5 All materials required for cleaning, including soap and/or detergent and materials for washing up purposes, will be supplied by Taronga.

Expenses for Attendance at Court

16.6 Where it is necessary for an employee to attend a court hearing on behalf of Taronga or a client of Taronga in relation to any matter arising out of or in connection with the employee's duties, the time taken will count as time worked.

16.7 An employee will be reimbursed for all reasonable expenses incurred in attending court.

17. Wage Increases and Wage Rates

- 17.1 Employees are awarded an increase in remuneration or other conditions of employment of 2.5 per cent payable from the first full pay period on or after 1 July 2018 and applicable annual increases thereafter.
- 17.2 This increase in remuneration or other conditions of employment will be processed as soon as practicable after the finalisation of the award negotiations and on the certification of the new award by the IRC.
- 17.3 Schedule 1 of the Award sets out the weekly wage rates for employees engaged full-time in each classification and grade according to the wage increases prescribed in this clause. The hourly wage rate for employees engaged part-time will be calculated by dividing the relevant weekly wage rate by 38.
- 17.4 The Junior Guest Experience Officer rates of pay contained in Schedule 1 of this Award apply only to Guest Experience Officers who are employed after the making of this Award and are under 18 years of age.
- 17.5 The wage increases provided for in the Award, insofar as they apply from the first full pay period on or after 1 July 2018, will only be paid to those employees who are employed at the date of the making of the Award.

18. Payment of Wages

- 18.1 Wages will be paid fortnightly to employees on a day specified by Taronga and paid by direct deposit into a recognised financial institution account nominated by the employee.
- 18.2 Taronga will provide employees with pay advice electronically, however they may, on application to Taronga, be provided with the advice in paper form.
- 18.3 When a Public Holiday occurs in the lead up to pay day, payment of additional monies such as overtime, shift loadings and allowances may be paid in the following pay period.
- 18.4 Where there is an overpayment of wages, shift loadings or allowances, the employee will be notified and consulted about repayment. The following factors will be considered in determining the period over which repayment is to be made:
 - (a) the employee's financial circumstances and commitments;
 - (b) the circumstances involved in the overpayment; and
 - (c) the amount of the overpayment.

19. Wage Sacrifice for Superannuation

- 19.1 If Taronga agrees, an employee may elect to sacrifice part of their wages payable under Schedule 1 of the Award, for additional employer superannuation contributions.
- 19.2 The election is subject to the rules of the employees' superannuation fund allowing Taronga to pay additional employer contribution and the payment not attracting Fringe Benefit or any other tax.
- 19.3 The election must be made before the period of service to which the earnings relate.
- 19.4 Additional employer contributions are subject to the age based limits set by the Australian Taxation Office.
- 19.5 Any allowance, loading, payment for unused leave, weekly worker's compensation or other payment based on an employee's wage, except payment for leave taken in service, to which an employee is entitled under the Award or an Act, will be calculated by reference to the wage which would have applied had the election not been made.

20. Classification Requirements

20.1 Refer to Appendix A for full coverage of classifications and rates of pay.

21. Appointment and Progression

- 21.1 Relevant experience will be considered in determining the level to which an employee is appointed.
- 21.2 Progression within a classification will be considered on the anniversary of an employee's progression to their current grade, unless specified otherwise in the relevant classification requirements.
- 21.3 Progression within a classification is subject to a satisfactory performance review at the employee's current grade in accordance with Taronga performance management procedures and the requirements of the current grade being achieved.

22. Allowances

- 22.1 The allowances provided for in this clause are set out in Schedule 2 of the Award.
- 22.2 Where an Allowance is specified as a weekly rate and an employee who is entitled to the allowance is engaged on a part time or casual basis, the allowance will be paid on a pro rata basis by dividing the weekly rate by 38 for an hourly rate to a maximum of the weekly allowance.

Tool Allowance

- 22.3 A weekly tool allowances will be paid to a Tradesperson and an Apprentice for providing and maintaining their own hand tools. All tools owned by Tradespersons and Apprentices need to comply with WHS regulations and meet Taronga's WHS processes.
- 22.4 The allowance will be paid for all purposes, except separation.

Tradespersons Licence Allowance

- 22.5 A weekly licence allowance will be paid to a Tradesperson, except a plumber, gasfitter and drainer, when required by Taronga to hold the prescribed licence/s. The allowance will be paid for all purposes, except separation.
- 22.6 An hourly licence allowance will be paid as a flat rate for all hours worked to a plumber, gasfitter or drainer when the relevant licence is held and acted upon.
- 22.7 All tradespersons required to hold prescribed licences, are required to maintain relevant licences and ensure all WHS requirements are met. Certified copies of licences are to be supplied to Taronga prior to engagement.

Security Licence Allowance

- 22.8 On production of the original licence, Taronga will reimburse an employee for the cost of the licence fee and application fee if they are required to hold a Class 1 licence under the *Security Industry Act 1997*.
- 22.9 Should the employment of an employee required to hold a Class 1 licence cease during the life of the licence, the employee will have the pro rata value of the licence and application fee for the years of licence remaining deducted from their separation payments.

Plumber Tradesperson Certificate Allowance

- 22.10 An hourly allowance will be paid to a plumber who holds a Tradesperson certificate. Tradesperson's certificates are issued for drainers, gasfitters, plumbers, roof plumbers and water plumbers who are required to work with minimum supervision. Proof of registration with NSW Services must be presented

to Human Resources to be eligible for the allowance. The allowance will be paid for all purposes, except separation.

- 22.11 This allowance is not applicable if the employee receives a plumber, gasfitter or drainer licence allowance.

Chokage Allowance

- 22.12 A daily chokage allowance will be paid as a flat rate, to a TZ Plumber when required to work on a chokage, and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material, or a scupper containing sewage; or is required to work in a septic tank in operation.

Fouled Equipment Allowance

- 22.13 A daily fouled equipment allowance will be paid as a flat rate, to a TZ Works and Trades employee when required to work on any pipeline or equipment containing body fluids or body wastes and encounters same, except when they are already receiving a chokage allowance.

Labourer/Driver/Operator Travel Allowance

- 22.14 A weekly travel allowance will be paid to a TZ Labourer/Driver/Operator in lieu of the travel and fares entitlement previously paid to Labourers under the General Construction and Maintenance, Civil and Mechanical Engineering Etc (State) Award.

Temporary Assignment

- 22.15 Temporary assignment is the process of assigning an employee to a role for a defined period with a specified end date. Temporary assignment may be at level, or to a higher or lower classification.

- 22.16 Above-level temporary assignment

Above-level temporary assignments may attract payment of a temporary assignment allowance.

Above-level temporary assignments of up to 12 months may be made on the basis of a suitability assessment which includes

Pre-screening for essential requirements such as a qualification or licence

Resume

At least two capability-based assessments, one of which is an interview and

Referee checks against the pre-established standards for the role

Above-level temporary assignments for longer than 12 months must be based on a comparative assessment resulting from external advertising across the NSW Public Service. Comparative assessments require a minimum of three capability based assessments, one of which is an interview.

The amount of the allowance payable to the employee who is temporarily assigned to another role is the difference between the salary of the employee's usual role and the point in the salary range of the other role.

The proportionate temporary assignment allowance paid is proportionate to the duties to be performed. This is to be determined by the agency head and by mutual agreement with the employee before the employee starts the temporary assignment.

First Aid Allowances

- 22.17 A weekly senior first aid allowance will be paid to an employee who holds a current Senior First Aid Certificate and who is appointed by Taronga to carry out the duties of a Senior First Aid Officer.
- 22.18 A weekly Occupational First Aid allowance will be paid to an employee who holds a current Occupational First Aid Certificate and is appointed by Taronga as an Occupational First Aid Officer.
- 22.19 An employee who is temporarily appointed by Taronga to perform the duties of a First Aid Officer while the appointed First Aid Officer is on leave for one week or more, will be paid the relevant first aid allowance for the period appointed.
- 22.20 The allowances will be paid as a flat rate on all ordinary hours worked.

Laundry Allowance

- 22.21 A weekly laundry allowance will be paid to an employee when they are required by Taronga to wear a uniform, including overalls, and where the cost of any laundering is not borne by Taronga.
- 22.22 The laundry allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week.

Disability Allowance

- 22.23 TWPZ employees will be paid a disability allowance, which compensates for working conditions at TWPZ particularly where employees are often required to work in the field without ready access to amenities.
- 22.24 The disability allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week.

Overnight allowance

- 22.25 An overnight allowance will be paid where Taronga requests, and an employee agrees to stay overnight on Taronga premises for a period outside/between the employee's normal rostered hours of duty.

The overnight allowance is deemed to provide compensation for the overnight stay and also includes compensation for being on call during the period and any work required to be completed up to a total of 1 hour duration. Additional work required outside a total of 1 hour will be paid at overtime rates.

This allowance is payable when employees stay overnight such as, but not limited to Roar and Snore, Billabong Camp and Zoofari.

The allowance applicable is only when required to sleep over.

Bus Allowance - TWPZ

- 22.26 A TWPZ bus allowance will be paid on a per shift basis where an employee is appropriately licensed and is required to drive a TWPZ passenger bus on a rostered shift.

On Call (Standby) Allowance

- 22.27 An hourly allowance will be paid to a Taronga employee when they are directed to be on call or on stand-by for a possible recall to work.

Overtime Meal Allowance

22.28 If a meal is not provided by Taronga, an overtime meal allowance will be paid:

- (a) when an employee works more than 2 hours of overtime before or after an ordinary hours rostered shift; or
- (b) after every 5 hours of overtime worked when an employee works on a rostered day off.

Allowances absorbed into the wage rates of the relevant classifications

22.29 Built into the wages of TZ Labourer/Driver/Operator and Tradesperson classifications is a component that is paid in lieu of dirt money, height money, and wet work allowances.

22.30 Built into the wages of TWPZ Labourer and Tradesperson classifications is a component that is paid in lieu of dirt money, height money, wet work, chokage and fouled equipment allowances.

22.31 Built into the wages of Apprentices is a weekly component in lieu of receiving an apprentice examination allowance for passing the prescribed annual technical college examinations for the preceding year and the Supervisor receiving a satisfactory report as to conduct, punctuality and workshop progress for the Apprentice.

22.32 Built into the wages of Cleaners is a component that is paid in lieu of any claims for special rates not covered by the Award, including Refuse, Multi-Purpose Machine and Toilet Allowances.

22.33 Built into the wage rates for TWPZ Labourer and Tradespersons is the works allowance that was compensation for the isolated environment of the construction work undertaken at TWPZ.

22.34 Built into the wage rates for Leading Hands is a component that is paid in lieu of all Leading Hand Allowances.

23. Insurance of Tools

23.1 Taronga will insure an employee's tools, used by them in the course of their employment, against loss or damage by fire while on Taronga premises.

23.2 An employee will provide a list of the tools insured if requested by Taronga.

23.3 An employee will ensure that their tools are cared for and kept safely.

23.4 Taronga will reimburse an employee for loss of tools insured up to the value set out in Schedule 2 of the Award, if the tools are lost by theft from breaking and entering while they are being stored on the job at the direction of Taronga.

24. Rosters

24.1 Employees may be rostered to suit Taronga's operational requirements.

24.2 Taronga will prepare rosters that are fair and equitable and meet work health and safety requirements.

24.3 In rostering employees, consideration will be given to the preferences and personal commitments of individuals, wherever possible.

24.4 In developing a roster for the next period, Taronga and employees will have regard to the roster for the previous and subsequent periods.

24.5 Rosters will be prepared 7 days in advance.

- 24.6 Rosters may be changed as long as they comply with the terms set out in Clause 25 - Ordinary Hours of Work of the Award.
- 24.7 Changes to published rosters may be made inside 7 days by agreement between a Supervisor and an employee.
- 24.8 An employee will not be rostered to work more than one shift in any period of 24 hours, except by mutual agreement.
- 24.9 An employee will be paid overtime if they are required to work on their rostered day off.

25. Ordinary Hours of Work

Number of ordinary hours of work

- 25.1 The number of ordinary hours of work for employees engaged full-time are 152 hours worked over a designated period of 28 consecutive days.

Patterns of ordinary hours of work

- 25.2 Ordinary hours will be worked:
- (a) in at least 16 and up to 19 shifts in each designated period of 28 consecutive days;
 - (b) in shifts of between 6 and 10 hours, or of between 10 and 12 hours by agreement between Taronga and the employee;
 - (c) with a minimum of 9 and a maximum of 12 rostered days off in each designated period of 28 consecutive days;
 - (d) with at least one occasion of at least 3 consecutive days and a second occasion of at least 2 consecutive days rostered off in each designated period of 28 consecutive days; and
 - (e) over not more than 6 consecutive days, except by agreement between the employee and their Supervisor.
- 25.3 Taronga will consult with the relevant union/s with the aim of reaching consensus on any proposed change to existing shift patterns for TWPZ or TZ Works and Trades employees. If consensus cannot be reached on a proposed change, then the matter may be dealt with under the dispute settlement procedures of the Award.
- 25.4 The existing shift pattern for TWPZ Works and Trades employees, except for those engaged on relief cleaning work is 19 shifts of 8 hours, Monday to Friday (inclusive), between 5:00am and 7:00pm.

Meal and tea breaks

- 25.5 Employees, except Security employees, are entitled to an unpaid meal break of not less than 30 minutes, and not more than 1 hour, the length of time depending on operational requirements, to be taken no later than after every 5 hours worked within each ordinary hours rostered shift.
- 25.6 Security employees, including casual employees, may take a paid meal break of not less than 20 minutes not earlier than 4 hours nor later than 5 hours after the start of each shift, where it is reasonably practicable to do so.
- 25.7 All employees except those in security classifications may take a paid tea break of 20 minutes (or two 10 minute breaks) in each ordinary hours rostered shift of 4 hours or more, at a time determined by operational needs, without loss of pay for any ordinary hours rostered during such absence.

Employees engaged part-time

- 25.8 The ordinary hours of work for employees engaged part-time will be the same as those for employees engaged full-time except that:
- (a) the number of ordinary hours of work per week will be agreed between the employee and Taronga, provided that they are not less than 32 hours over a designated period of 28 consecutive days;
 - (b) hours worked up to 152 hours over a designated period of 28 consecutive days, within the pattern of hours prescribed by the Award for a comparable employee engaged full-time, will be paid as ordinary hours;
 - (c) ordinary hours may be worked in shifts of not less than 3 hours duration, unless agreed otherwise by the employee and Taronga;
 - (d) the pattern of hours may be varied, within the pattern of hours prescribed by the Award for a comparable employee engaged full time, by agreement between the employee and their Supervisor; and
 - (e) Taronga may vary the pattern of hours, within the pattern of hours prescribed by the Award for a comparable employee engaged full time, giving 7 days notice.

26. Rest Period

- 26.1 Work will be rostered so that employees have at least 8 consecutive hours off work, or 10 consecutive hours off work in the case of TZ Works and Trades employees, between the work of successive shifts when it is reasonably practicable to do so.
- 26.2 If an employee does not have the prescribed hours off between finishing one shift and being rostered to start another shift, they will be released from work after completion of the shift until they have had the prescribed consecutive hours off work, without loss of pay for ordinary hours rostered during the absence.
- 26.3 If Taronga instructs an employee to resume or continue work without having had the prescribed consecutive hours off work, the employee will be paid at double time rates of pay until released from work and able to take the prescribed break.

27. Shift Loadings

- 27.1 Guest Experience Attendants and the Security Manager will not receive the shift loadings set out in this clause, except for the shift loading for a Public Holiday.
- 27.2 Where an employee is entitled to an additional day in lieu of part of the loading for working a Public Holiday, the timing of the day will be agreed between the employee and their Supervisor but must be taken before the end of the designated period of 28 consecutive days following the period in which the Public Holiday fell.

All employees engaged after 26 May 2004

- 27.3 Ordinary hours of work will attract the following shift loadings:

(a)	Monday to Friday 5:00 am to 7:00 pm	Nil
(b)	Monday to Friday after 7:00 pm before 5:00 am	15%
(c)	Saturday	50%
(d)	Sunday	100%
(e)	Public Holidays	150%
(f)	Public Holidays where an additional day is taken off in lieu of the loading	50%

27.4 Where an employee commences a shift in one time period and concludes it in a different time period, then the hours worked will attract the relevant loading for the period during which the time was worked.

TZ Cleaner, Security, Guest Experience and Sky Safari employees engaged before 26 May 2004

27.5 Ordinary hours of work will attract the following shift loadings:

(a)	Monday to Friday 6:00 am to 7:00 pm	Nil
(b)	Commencing at or after 5.00am and before 6.00am	10%
(c)	Finishing after 7:00 pm and at or before midnight	15%
(d)	Finishing after midnight and at or before 8:00am (night shift)	17.5%
(e)	Non rotating night shift roster (i.e. where night shifts are worked which do not rotate or alternate with another shift so as to give an employee at least one-third of their working time off night shift in each roster cycle)	30%
(f)	Saturday	50%
(g)	Sunday	100%
(h)	Public Holidays	150%
(i)	Public Holidays where an additional day is taken off in lieu of the loading	50%

28. Overtime

28.1 Hours worked at the direction of Taronga outside ordinary hours of work as set out in this Award, will be overtime.

28.2 Taronga may direct an employee to work a reasonable amount of overtime taking into account:

- (a) an employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations and study arrangements; and
- (b) the urgency of the work required to be performed, the impact on Taronga's operational requirements and the effect on customer services.

28.3 Overtime rates of pay will be:

- (a) Monday to Saturday - time and a half for the first 2 hours and double time thereafter;
- (b) Sunday - double time;
- (c) Public Holidays - double time and a half; and
- (d) No 8 or 10 hour break - double time.

28.4 If their manager agrees, an employee who works overtime may elect to take time off work in lieu of payment for all or part of the overtime. The time off will be calculated at the same rate as would have applied to the payment of the overtime. The following provisions will apply to time off in lieu:

- (a) Before the overtime is worked, or as soon as practicable on completion of overtime, the employee will advise their manager, or the manager's delegate, that they intend to take time off in lieu of payment.
- (b) The time off in lieu must be taken at the convenience of Taronga, except when it is being taken to look after a sick family member in accordance with the provisions under Section 6 - Leave of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009,
- (c) Time off in lieu accrued for overtime worked on days other than Public Holidays, will be given and taken within three months of accrual.
- (d) At the employee's election, time off in lieu for overtime worked on a Public Holiday may be added to the employee's annual leave credits and may be taken in conjunction with annual leave.

- (e) An employee will be paid for the balance of any overtime entitlement not taken as time off in lieu.

28.5 Overtime will not attract shift loadings, except as provided under this clause for ongoing Security employees who work "Elective Overtime".

Meal breaks

28.6 An employee required to work overtime for more than 2 hours after an ordinary hours rostered shift will be allowed a 30 minute unpaid meal break and then a further 30 minute unpaid break after every 5 hours of overtime worked thereafter.

28.7 An employee required to work overtime on a rostered day off will be allowed a 30 minute unpaid meal break after every 5 hours of overtime worked.

Elective Overtime for ongoing Security Employees

28.8 Ongoing Security employees, including the Security Manager, may request to work hours in addition to their ordinary hours as "elective overtime" under the following conditions:

- (a) elective overtime is overtime requested by the employee not directed by Taronga;
- (b) Taronga will have regard for the wellbeing of an employee in scheduling elective overtime;
- (c) elective overtime will be paid at the employees' classification and grade to a maximum of a Security Officer Grade 2 wage with a 15% loading in addition to any weekend, Public Holiday or other shift loading; and
- (d) the provisions of Clause 26, Rest Period and Subclause 22.28 Overtime Meal Allowance of the Award will not apply.

28.9 The provisions of this clause, except in relation to elective overtime, do not apply to the classification of Security Manager.

29. Call Back

29.1 An employee recalled to work overtime to attend Taronga premises and/or the premises of a client or clients of Taronga (the workplace) for any reason after leaving the premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours.

29.2 For TZ Cleaner, Security, Guest Experience and Sky Safari employees, where the recall is for the purpose of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Workers' Compensation forms, incident reports or break/entry reports, an employee will be paid a minimum of 2 hours at the relevant rate for each recall.

29.3 Where the actual time worked is less than 3 hours on each recall, overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of Clause 26 Rest Period.

29.4 Time worked will be calculated as one continuous period when an employee returns to the workplace on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call out period. Payment will be calculated from the start of the first recall until either the end of work, or the minimum pay period from the start of the last recall, whichever is the greater.

29.5 A recall to work starts when the employee starts work and finishes when the work is completed i.e. it does not include time spent travelling to and from the place at which work is to be done.

29.6 This clause does not apply if an employee is regularly required to return to Taronga premises to perform a specific job outside rostered hours or if overtime is continuous (subject to a reasonable meal break) with the end or the beginning of a rostered shift.

29.7 This clause does not apply to the classification of Security Manager.

30. Starting and Finishing Work

- 30.1 An employee's starting and finishing times of ordinary hours of work will be calculated from the time they arrive at the actual job or work station or signing on point, or from the time they are rostered to commence work. However if an employee is required to collect Taronga equipment before going to the work site or return Taronga equipment at the end of work from a location other than the actual work site or sites, then the starting and finishing times will operate from the point of collection or return.
- 30.2 Employees will be entitled to 10 minutes paid time immediately before finishing a shift, for washing and for changing their clothes at change room facilities provided by Taronga.

31. Annual Leave

- 31.1 Full time TZ employees are entitled to 4 weeks annual leave for working a whole year. Part time TZ employees are entitled to the equivalent pro rata rate.
- 31.2 Full time TWPZ employees are entitled to 5 weeks annual leave for working a whole year. Part time TWPZ employees are entitled to the equivalent pro rata rate.
- 31.3 In addition to the annual leave entitlements provided by this clause, ongoing employees who are rostered to work their ordinary hours on Sundays or Public Holidays, during the period 1 December of one year to 30 November of the following year (or part thereof), are entitled to additional annual leave on the following basis.

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional Annual Leave Entitlement
4 - 10	1 additional days leave
11 - 17	2 additional days leave
18 - 24	3 additional days leave
25 - 31	4 additional days leave
32 or more	5 additional days leave

32. Annual Leave Loading

- 32.1 Employees, except for TZ Cleaner, Security, Guest Experience and Sky Safari employees engaged before 26 May 2004 who are rostered as shift workers, are entitled to an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year.
- 32.2 TZ Cleaner, Security, Guest Experience and Sky Safari employees engaged before 26 May 2004 who are rostered as shift workers will be entitled to either an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year or the averaged shift loadings for the previous leave year (excluding Public Holidays), whichever is the greater.
- 32.3 For the purpose of calculating annual leave loading, the leave year will start on 1 December of each year and end on 30 November of the following year.
- 32.4 Payment of annual leave loading will not be made on any annual leave taken in the first leave year of employment, i.e. from the date of employment to the following 30 November. The loading accrued in the first leave year will be paid during the second leave year of employment.
- 32.5 Leave loading will be paid on the first occasion in a leave year (other than the first leave year) when at least 2 consecutive weeks of annual leave is taken.
- 32.6 In the event that a 2 week period of annual leave is not taken by 30 November each year, then the monetary value of the annual leave loading accrued over the previous year will be paid as soon as practicable.

- 32.7 An annual leave loading will not be paid on resignation/termination arising from misconduct.
- 32.8 Annual leave loading will be paid on retirement or termination by Taronga, except for misconduct, if the loading would have been due had the employee taken 2 weeks annual leave.

33. Public Holidays and Picnic Days

- 33.1 Public Holidays are: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any such other holiday that may be proclaimed as a Public Holiday applicable to the operation of the Award.
- 33.2 For TWPZ and TZ Works and Trades employees, the first Monday in December each year will be a Union Picnic Day and will be treated as a Public Holiday.
- 33.3 For TZ Cleaner, Security, Guest Experience and Sky Safari employees the first Monday in August each year will be a Picnic Day and will be treated as a Public Holiday.
- 33.4 For an employee who works according to an ordinary hours roster that covers every day of the week, if a Public Holiday occurs on a rostered day off they will be paid for an additional 7 hours and 36 minutes ordinary hours. Employees who do not work the seven-day roster will not be entitled to this payment.

34. Uniforms, Personal Protective Clothing and Equipment

- 34.1 Where an employee is required to wear a uniform, Taronga will provide employees with appropriate uniforms that will be allocated in accordance with the work patterns of employees.
- 34.2 Taronga will provide ongoing TZ Works and Trades employees engaged full-time with an initial allocation of the following protective clothing:
- (a) 5 shirts
 - (b) 3 pairs of shorts/trousers
 - (c) 1 belt (if required)
 - (d) 1 sweatshirt
 - (e) 1 jacket
 - (f) 5 pairs of socks
 - (g) a pair of boots
 - (h) 1 wide brimmed hat
 - (i) 1 pair of safety glasses
 - (j) 1 set of wet weather gear.

Allocations to employees engaged part-time, and/or who are casual employees, will be determined by Taronga according to the employee's work patterns.

- 34.3 Employees are required to wear uniforms provided by Taronga at all times when performing their functions and will maintain their uniforms in a neat, clean and presentable manner.
- 34.4 Taronga will supply an employee who is required to work in wet weather with suitable wet weather clothing including a waterproof coat or cape, waterproof hat, trousers and rubber boots.

- 34.5 Where an employee is required to clean toilets or to use acids or other hazardous substances, they will be supplied with personal protective equipment by Taronga.
- 34.6 Protective equipment and clothing, together with replacement uniform items, are provided as needed. Unserviceable uniforms and equipment must be returned when a request for replacement is made.
- 34.7 Uniforms, protective clothing and other equipment issued by Taronga to employees will remain the property of Taronga.
- 34.8 An employee will return all items of protective equipment and clothing together with any keys, identification cards and other items issued to them by Taronga when they cease employment with Taronga.
- 34.9 If an employee fails to return any uniform or protective clothing issued to them by Taronga when they cease employment with Taronga, Taronga may deduct the monetary value of the uniform or protective clothing from the employee's separation pay if the employee has given Taronga prior written authority to do so. Taronga may require an employee to sign a written authority on engagement or on receipt of the next issue of uniform and protective clothing.

Firearms

- 34.10 An employee must not carry firearms unless they are required to do so by Taronga.
- 34.11 If an employee is required by Taronga to carry firearms:
- (a) Taronga will train the employee in the use of the firearms with refresher courses every 12 months and the time taken for the training will be counted as time worked;
 - (b) the firearms will be provided by Taronga; and
 - (c) the firearms will be maintained in a reasonable condition by Taronga.

35. Secure Employment

35.1 Objective of this clause

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

35.2 Casual Conversion

- (a) A casual employee engaged by Taronga on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of 6 months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to ongoing 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 subclause within 4 weeks of the employee having attained such period of 6 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 33.2(a), upon receiving notice under subclause 33.2(b) or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to Taronga 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 4 weeks of receiving such notice from the employee, Taronga shall consent to or refuse the election, but shall not unreasonably so refuse. Where Taronga 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 4 weeks of receiving written notice from Taronga, 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 Taronga.
- (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 33.2(c), Taronga and the employee shall, in accordance with this subclause, and subject to subclause 33.2(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 Taronga and the employee.

- (g) Following an agreement being reached pursuant to subclause 33.2(f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

36. Contractors and Volunteers

- 36.1 Subject to the provisions of this clause, wherever possible work carried out at either TWPZ or by a TZ Works and Trades areas, will be performed by employees of Taronga.
- 36.2 Where work requires specialist skills, tools, plant or equipment, Taronga will consider the training of and/or hiring of such tools, plant and equipment to enable employees to carry out the work.
- 36.3 Contractors may be engaged to perform work if it is impracticable for the work to be carried out by employees because specialist skills and/or tools, plant or equipment are unavailable; or the timeframe is unacceptable; or there are competing priorities. (e.g. waste management).
- 36.4 Where contractors are engaged, Taronga will ensure that all relevant awards and agreements are observed.
- 36.5 Employees may be required to work cooperatively with contractors and such work will not give rise to any claims for extra payments.

- 36.6 Taronga will continue to support the efforts of volunteers whose services aim to enhance the public's experience while visiting Taronga.
- 36.7 Employees may be required to work co-operatively with volunteers and/or students and such work will not give rise to any claims for extra payments.

37. Anti-Discrimination

- 37.1 The parties bound by the Award respect and value equity and diversity in the workplace.
- 37.2 It is the intention of the parties bound by the 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, pregnancy, physical or mental disability, homosexuality, transgender identity, age, and carer's responsibilities.
- 37.3 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in the Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of the Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award that, by its terms or operation, has a direct or indirect discriminatory effect.
- 37.4 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.
- 37.5 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 the Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 37.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

38. Delegates and Trade Union Activities

Right of Entry of Union Officials

- 38.1 A Union official or officer may enter Taronga premises at any time during working hours for the purposes of conducting Union business provided that prior to an anticipated visit they make contact with Human Resources, the nominated manager, or other senior manager, to outline the reason for and timing of the visit.
- 38.2 A Union official or officer has the right to meet with their members when they are not working. Where they request to meet with their members during work time this is subject to the needs of Taronga operations and must be approved by the relevant manager.
- 38.3 A Union official or officer will at all times be bound by the rules and standards of Taronga whilst on Taronga property including undertaking site inductions when they intend to visit the site on a regular or ongoing basis, and complying with security procedures for admission onto the property.
- 38.4 A Union official will have regard for the provisions of the New South Wales *Industrial Relations Act 1996*.

Delegates

- 38.5 A delegate is an employee who has been elected by fellow employees to be their Union representative and whose name has been registered with Taronga by the relevant Union.
- 38.6 A Union official may contact a delegate at work if they first contact the relevant manager, or other Taronga nominated representative, to make arrangements for the contact with the delegate at a convenient time.
- 38.7 Taronga will cooperate with a Union to release and pay delegates, at ordinary hours rates of pay, for up to 12 days over two years per union, to attend agreed Union courses in cases where:
- (a) there is prior consultation with Taronga about the course content and the ability to release particular employees from the job;
 - (b) the course is aimed at improving industrial relations and deals with relevant matters including SafeWork NSW and Work Health and Safety; and
 - (c) where relevant, there is an opportunity for Taronga participation in or contribution to the course.

Payroll Deductions for Union Membership Subscriptions

- 38.8 Taronga will make fortnightly deductions of the fortnightly union membership fee from the pay of an employee who is a member of a Union in accordance with the Union's rules, provided that:
- (a) the employee has authorised Taronga to make such deduction;
 - (b) a Union has provided Taronga with a schedule setting out union fortnightly membership fees payable by members of the Union in accordance with the Union's rules;
 - (c) the Union has advised Taronga of any change of the fortnightly membership fee, consequent upon a variation of the annual union membership fee as provided in the Union rules, at least one month in advance of the variation taking effect, with no more than two variations to be effected in any financial year;
 - (d) deduction of the fortnightly membership fee will only occur in each pay period in which payment has or is to be made to an employee;
 - (e) as soon as practicable after the fortnightly pay period has been processed, monies deducted from employees' pay will be forwarded fortnightly to the Union by way of electronic funds transfer, together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts;
 - (f) no fortnightly membership fee will be deducted for periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave;
 - (g) for casual employees the fortnightly membership fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period; and
 - (h) where an employee has already authorised the deduction of union membership fees from their pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

SCHEDULE 1

Wage Rates (Weekly)

Classification	Weekly 9 July 2018	Weekly 8 July 2019
Apprentice		
Apprentice - 1st year	485.50	497.64
Apprentice - 2nd year	633.61	649.45
Apprentice - 3rd year	806.89	827.06
Apprentice - 4th year	928.42	951.63
TZ Labourer/Driver/Operator		
Grade 1	1011.96	1037.26
Grade 2	1064.38	1090.99
Grade 3	1085.17	1112.30
TZ Labourer/Driver/Operator (Leading Hand)	1126.58	1154.75
TWPZ Labourer		
Grade 1	1027.63	1053.32
Grade 2	1102.54	1130.11
Grade 3	1123.84	1151.93
Grade 4	1140.02	1168.52
TWPZ Labourer (Leading Hand)	1199.90	1229.90
Water Systems Operator	1178.92	1208.39
Water Systems Operator (Leading Hand)	1208.16	1238.36
TZ Tradesperson		
Grade 1	1093.58	1120.92
Grade 2	1114.72	1142.59
TZ Tradesperson (Leading Hand)	1166.62	1195.79
TZ Tradesperson - Plumber		
Grade 1	1104.51	1132.12
Grade 2	1126.30	1154.45
TZ Tradesperson - Plumber (Leading Hand)	1178.22	1207.68
Tradesperson - Electrician		
Grade 1	1164.83	1193.95
Grade 2	1187.53	1217.21
Tradesperson - Electrician (Leading Hand)	1239.45	1270.44
TWPZ Tradesperson	1149.19	1177.92
TWPZ Tradesperson (Leading Hand)	1201.27	1231.30
TWPZ Tradesperson - Plumber	1159.72	1188.71
TWPZ Tradesperson - Plumber (Leading Hand)	1212.87	1243.19
Senior Tradesperson/Technician/Specialist		
Grade 1	1277.22	1309.15
Grade 2	1409.44	1444.67
Works and Trades Supervisor		
Grade 1	1452.70	1489.01
Grade 2	1566.12	1605.28
Grade 3	1615.56	1655.95
Sky Safari Attendant		
Grade 1	829.71	850.46
Grade 2	862.29	883.84
Sky Safari Operator	927.00	950.18
Senior Sky Safari Operator	1053.67	1080.01

TWPZ Cleaners employed before the beginning of the first full pay period commencing on or after 3 March 2006		
Grade 1	847.05	868.23
Grade 2	945.37	969.01
Grade 3	1000.39	1025.40
Cleaner (Leading Hand)	1043.82	1069.92
Cleaning Supervisor	1087.81	1115.00
TZ Cleaners and TWPZ Cleaners employed after the beginning of the first full pay period commencing on or after 3 March 2006		
Grade 1	847.05	868.23
Grade 2	945.37	969.01
Grade 3	975.62	1000.01
Cleaner (Leading Hand)	1019.06	1044.54
Cleaning Supervisor	1063.05	1089.63
TWPZ Guest Experience Attendant		
Under 16 years	498.39	510.85
16 years	581.48	596.01
17 years	664.53	681.14
18 years and over	747.59	766.28
Junior Guest Experience Officers		
Under 16 years	553.18	567.01
16 years	645.36	661.49
17 years	737.53	755.97
Guest Experience Officer	829.71	850.46
Senior Guest Experience Officer	862.29	883.84
Guest Experience Coordinator	1025.25	1050.88
Gatekeeper	935.97	959.37
Security Officer		
Grade 1	935.97	959.37
Grade 2	966.23	990.39
Senior Security Officer	999.48	1024.47
Assistant Security Manager	1053.67	1080.01
Security Manager		
Year 1	1564.48	1603.59
Year 2	1698.78	1741.25
Year 3	1833.07	1878.90

SCHEDULE 2

Allowances

Description	
The following allowances will be payable on commencement of this Award and will be increased in line with any State Wage Case decisions.	
Tool Allowance	Per week
Carpenter	31.95
Electrician Tool Allowance	19.94
Motor Mechanic	31.95
Painter	7.68
Plasterer	26.33
Plumber	31.95
Welder (First Class)	31.95
The following allowances will apply from the first full pay period on or after 1 July 2018 and will be increased in line with the increases to the wage rates contained in the Award	
Licence Allowance (Payable once approved by NSW Fair Trading)	Per hour
Plumber, Gasfitter and Drainer when required to act on: - Plumber licence	1.28

- Gasfitter licence	1.28
- Drainer licence	1.09
- Plumber and gasfitter licence	1.72
- Plumber and drainer licence	1.72
- Gasfitter and drainer licence	1.72
- Plumber, gasfitter and drainer licence	2.37
Electricians Licence	49.44 per week
Plumber Tradesperson Certificate Allowance (Payable once approved by Service NSW)	0.98 per week
Chokage Allowance	9.35 per day
Fouled Equipment Allowance	9.35 per day
Senior First Aid Allowance	17.06 per week
Occupational First Aid Allowance	25.67 per week
The following allowances will apply from the first full pay period on or after 1 July 2018 and will not be varied during the life of the Award	
Labourer/Driver/Operator Travel Allowance	10.20 per week
TWPZ Disability Allowance	15.50 per week
Insurance of Tools	1495.00
The following allowance will apply from the first full pay period on or after 1 July 2018 and will be varied thereafter so as to remain consistent with reasonable allowances for the appropriate income year as published by the Australian Taxation Office	
Overtime Meal Allowance	Treasury Circular
On Call (Standby Allowance)	0.97 per hour
The following allowance will apply from the first full pay period on or after 1 July 2018 and will be varied thereafter on July 1 of each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).	
Laundry Allowance	4.95 per week
Bus Allowance - TWPZ only	5.43 per shift
Overnight Allowance	33.68 per overnight shift

APPENDIX A: CLASSIFICATIONS

The provisions of this clause will not limit Taronga from allocating to an employee other duties consistent with Clause 9 - Workplace Flexibility and Multi-skilling of the Award or changing, with written advice, the expected nature and mix of duties consistent with the classification requirements.

TZ Labourer/Driver/Operator

20.2 A TZ Labourer/Driver/Operator will undertake duties as directed by their Supervisor.

20.3 The requirements for a TZ Labourer/Driver/Operator Grade 1 are:

- (a) have less than 12 months relevant experience;
- (b) to be able to perform basic tasks in maintenance, construction and transport;
- (c) to operate relevant machinery and tools;
- (d) to have their performance monitored by close supervision;
- (e) to carry out tasks in conjunction with other workers as required;
- (f) to possess and maintain the NSW Accredited General Construction Induction Card;
- (g) to possess and maintain a NSW (Class C) Drivers licence;

- (h) to undertake training in heavy rigid or medium rigid if required;
- (i) to undertake forklift training or other operator training if required;
- (j) to be prepared to undertake training to develop skills relevant to Taronga.

20.4 The requirements of a TZ Labourer/Driver/Operator Grade 2, in addition to the requirements of TZ Labourer/Driver/Operator Grade 1, are:

- (a) minimum 12 months relevant experience;
- (b) to perform tasks in maintenance, construction and transport under general supervision and direction;

20.5 The requirements of a TZ Labourer/Driver/Operator Grade 3, in addition to the requirements of TZ Labourer/Driver/Operator Grade 2, are:

- (a) preparedness to fully integrate the duties of Driver, Labourer and Operator;
- (b) to have 2 years or more relevant experience;
- (c) to perform tasks without supervision;
- (d) to perform some complex tasks within the range of duties required by Taronga exercising some initiative in the application of established work practices;
- (e) to contribute to decision-making processes via relevant manager;
- (f) to be able to supervise employees;
- (g) to undertake on-the-job training in basic tradespersons skills as required by Taronga.

TZ Labourer/Driver/Operator (Leading Hand)

20.6 The requirements of a TZ Labourer/Driver/Operator (Leading Hand) in addition to the requirements of TZ Labourer/Driver/Operator Grade 3, are:

- (a) to supervise workers, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
- (b) to be responsible for conducting training (including induction) and assessing competency;
- (c) to be able to perform a wide range of complex tasks;
- (d) may work independently and be responsible for a section of work following established priorities and work practices.

TWPZ Labourer

20.7 The requirements of a TWPZ Labourer Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to perform basic tasks in landscaping, horticulture, maintenance and construction;
- (c) to have performance monitored by close direction and/or continual performance assessment;
- (d) to operate relevant machinery and tools;

- (e) to carry out tasks in conjunction with other workers as required;
 - (f) to possess and maintain the NSW Accredited General Construction Induction Card;
 - (g) to possess and maintain a NSW (Class C) Drivers licence;
 - (h) to undertake training in heavy rigid or medium rigid if required;
 - (i) to undertake forklift training or other operator training if required;
 - (j) to be prepared to undertake training to develop skills relevant to Taronga.
- 20.8 The requirements of a TWPZ Labourer Grade 2, in addition to the requirements of TWPZ Labourer Grade 1, are:
- (a) minimum 12 months relevant experience;
 - (b) to have performance monitored by general supervision and direction.
- 20.9 The requirements of a TWPZ Labourer Grade 3, in addition to the requirements of TWPZ Labourer Grade 2 are:
- (a) minimum 2 years or more relevant experience;
 - (b) to perform tasks without supervision;
 - (d) to perform some complex tasks within the range of duties required by Taronga exercising some initiative in the application of established work practices;
 - (d) to exercise appropriate decision-making including exercising some initiative in the application of established work practices;
- 20.10 The requirements of a TWPZ Labourer Grade 4, in addition to the requirements of TWPZ Labourer Grade 3 are:
- (a) minimum 3 years relevant experience;
 - (b) to be able to perform a wide range of complex tasks;
 - (c) the ability to supervise workers, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
 - (d) to assist in conducting training (including induction) and assessing competency;
 - (e) may work independently and be responsible for a section of work following established priorities and work practices.

TWPZ Labourer (Leading Hand)

- 20.11 The requirements of a TWPZ Labourer (Leading Hand), in addition to the requirements of TWPZ (Labourer) Grade 4 are:
- (a) to supervise workers, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
 - (b) to work independently and be responsible for a section of work following established priorities and work practices;
 - (c) to be responsible for conducting training (including induction) and assessing competency.

Water Systems Operator

20.12 The requirements of a Water Systems Operator are:

- (a) to ensure plant operation and maintenance is performed in accordance with operational licensing requirements of the plant;
- (b) to ensure the plant is maintained in a clean, presentable and operational manner, including using any additives as necessary;
- (c) to administer plant documentation including the provision of reports regarding plant conditions, testing and licensing status to the relevant manager;
- (d) to operate and maintain Taronga water systems to satisfy approved stakeholder requirements;
- (e) to record all maintenance activities as required by Taronga;
- (f) to ensure appropriate management and storage of chemicals;
- (g) to possess and maintain the NSW Accredited General Construction Induction Card;
- (h) to possess and maintain a NSW (Class C) Drivers licence.

Water Systems Operator (Leading Hand)

20.13 The requirements of a Water Systems Operator (Leading Hand) in addition to the requirements of Water Systems Operator are:

- (a) have demonstrated experience in monitoring and optimising the performance of water systems to ensure water quality requirements are met and maintained;
- (b) have high level of experience in the maintenance and operations of water treatment systems;
- (c) to be able to identify and coordinate maintenance tasks associated with all water treatment systems liaising with external service providers;
- (d) to ensure that all works associated with water systems is carried out in a safe and efficient manner;
- (e) have the ability to train workers and document processes and procedures related to all water systems;
- (f) to ensure that all records are maintained to meet the requirements of all stakeholders and statutory authorities;
- (g) to supervise other workers, allocate duties, monitor performance and provide direction on work to be performed, as required;
- (h) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade;
- (i) to exercise independent action;
- (j) to undertake on-the-job training in basic skills of other trades; and
- (k) to be responsible for conducting training (including induction) and assessing competency.

TZ Tradesperson

20.14 The requirements of a TZ Tradesperson Grade 1 are:

- (a) to possess and maintain the NSW Accredited General Construction Induction Card;
- (b) to possess and maintain a NSW Class C Drivers licence;
- (c) to undertake a full range of tradespersons duties;
- (d) to be able to work without supervision;
- (e) may work independently and be responsible for a section of work following established priorities and work practices;
- (f) to have completed relevant Trade qualification/s as determined by Taronga; and
- (g) to undertake on-the-job training in basic skills of other trades, as required.

20.15 The requirements of a TZ Tradesperson Grade 2, in addition to the requirements of TZ Tradesperson Grade 1, are:

- (a) 12 months or more relevant experience;
- (b) to exercise independent action;
- (c) to be capable of and may be required to supervise employees;
- (d) to contribute to decision-making processes via relevant management;
- (e) to assist in conducting training (including induction) and assessing competency;
- (f) to undertake on-the-job training in basic skills of other trades, as a minimum.

TZ Tradesperson (Leading Hand)

20.16 The requirements of a TZ Tradesperson (Leading Hand) in addition to the requirements of TZ Tradesperson Grade 2 are:

- (a) to supervise other staff, allocate duties, monitor performance and provide direction on work to be performed, as required;
- (b) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade;
- (c) to be responsible for conducting training (including induction) and assessing competency.

TZ Tradesperson - Plumber

20.17 The requirements of a TZ Tradesperson - Plumber are:

- (a) to be capable of full range of tradespersons' duties;
- (b) to be able to work without supervision;
- (c) to be capable of supervising staff;
- (d) to have the ability to work independently;

- (e) to be responsible for a section of work following established priorities and work practices;
- (f) to possess and maintain the NSW Accredited General Construction Induction Card;
- (g) to possess and maintain a NSW (Class C) Drivers licence;
- (h) to have completed Trades Qualification as determined by Taronga;
- (j) to obtain and maintain a Tradesperson Certificate/Licence, as determined by Taronga, with relevant governing body i.e. NSW Fair Trading;
- (k) to undertake on the job training in the basic skills of other trades; and
- (l) to assist in conducting training (including induction) and assessing competency;

TZ Tradesperson - Plumber (Leading Hand)

20.18 The requirements of a TZ Tradesperson - Plumber (Leading Hand) in addition to the TZ Tradesperson - Plumber are:

- (a) to supervise staff including allocating duties, monitoring performance and providing direction on work to be performed;
- (b) to be responsible for planning, coordinating and ordering of stores;
- (c) to be responsible for general management of all work within a specified trade;
- (d) to obtain and maintain valid licence as per NSW Fair Trading and Taronga's requirements;
- (e) to be responsible for conducting training (including induction) and assessing competency.

Tradesperson - Electrician

20.19 The requirements of a Tradesperson - Electrician are:

- (a) to be capable of full range of tradespersons' duties;
- (b) to be able to work without supervision;
- (c) to be capable of supervising staff;
- (d) to have the ability to work independently;
- (e) to be responsible for a section of work following established priorities and work practices;
- (f) to have completed Trades Qualifications as determined by Taronga;
- (g) to obtain and maintain a Tradesperson Certificate/Licence, as determined by Taronga, with relevant governing body i.e. NSW Fair Trading;
- (h) to undertake on the job training in the basic skills of other trades; and
- (i) to possess and maintain the NSW Accredited General Construction Induction Card;
- (j) to possess and maintain a NSW (Class C) Drivers licence;
- (k) to assist in conducting training (including induction) and assessing competency;

Tradesperson - Electrician (Leading Hand)

20.20 The requirements of a Tradesperson - Electrician (Leading Hand) in addition to the requirements of a Tradesperson - Electrician the duties are:

- (a) to supervise staff including allocating duties, monitoring performance and providing direction on work to be performed;
- (b) to be responsible for planning, coordinating and ordering of stores;
- (c) to be responsible for general management of all work within a specified trade;
- (d) to obtain and maintain valid licence as per NSW Fair Trading requirements;
- (e) to be responsible for conducting training (including induction) and assessing competency.

TWPZ Tradesperson

20.21 The requirements of a TWPZ Tradesperson are:

- (a) to be capable of full range of tradespersons' duties;
- (b) to be able to work without supervision;
- (c) to be capable of supervising staff;
- (d) to have the ability to work independently;
- (e) to be responsible for a section of work following established priorities and work practices;
- (f) to have completed Trade/s Qualification as determined by Taronga;
- (g) to possess and maintain the NSW Accredited General Construction Induction Card;
- (h) to possess and maintain a NSW (Class C) Drivers licence;
- (i) to undertake on the job training in the basic skills of other trades; and
- (j) to assist in conducting training (including induction) and assessing competency;

TWPZ Tradesperson (Leading Hand)

20.22 The requirements of a TWPZ Tradesperson (Leading Hand) in addition to the requirements of a TWPZ Tradesperson are:

- (a) to supervise staff including allocating duties, monitoring performance and providing direction on work to be performed;
- (b) to be responsible for planning, coordinating and ordering of stores and general management of all work within a specific trade;
- (c) to be responsible for conducting training (including induction) and assessing competency.

TWPZ Tradesperson - Plumber

20.23 The requirements of a TWPZ Tradesperson - Plumber are:

- (a) to be capable of full range of tradespersons' duties;

- (b) to be able to work without supervision;
- (c) to be capable of supervising staff;
- (d) to possess and maintain the NSW Accredited General Construction Induction Card;
- (e) to possess and maintain a NSW Class C Drivers licence;
- (f) to have the ability to work independently;
- (g) to be responsible for a section of work following established priorities and work practices;
- (h) to have completed Trades Qualification as determined by Taronga;
- (i) to obtain and maintain a Tradesperson Certificate/Licence, as determined by Taronga, with relevant governing body i.e. NSW Fair Trading;
- (j) to undertake on the job training in the basic skills of other trades; and
- (k) to assist in conducting training (including induction) and assessing competency;

TWPZ Tradesperson - Plumber (Leading Hand)

20.24 The requirements of a TWPZ Tradesperson - Plumber (Leading Hand) in addition to the requirements of a TWPZ Tradesperson - Plumber are:

- (a) to supervise staff including allocating duties, monitoring performance and providing direction on work to be performed;
- (b) to be responsible for planning, coordinating and ordering of stores and general management of all work within a specified trade;
- (c) to exercise independent action;
- (d) To obtain and maintain valid licence as per NSW Fair Trading requirements;
- (e) to be responsible for conducting training (including induction) and assessing competency.

Senior Technician/Trades Specialist Grade 1

20.25 The requirements of a Senior Technician/Trades Specialist Grade 1 are:

- (a) Experience and competency in multiple trades;
- (b) Trade Qualification or equivalent experience as determined by Taronga;
- (c) to be responsible for conducting training (including induction) and assessing competency.
- (d) to supervise staff, allocate duties, monitor performance, provide direction on work to be performed;
- (e) to exercise independent action;
- (f) to possess and maintain the NSW Accredited General Construction Induction Card;
- (g) to possess and maintain a NSW (Class C) Drivers licence;

Senior Technician/Trades Specialist Grade 2

20.26 The requirements of a Senior Technician/Trades Specialist Grade 2 in addition to the requirements of a Senior Technician/Trades Specialist Grade 1 are:

- (a) to liaise with senior staff in other sections to ensure a co-ordinated approach to work;
- (b) to undertake available management courses and training;
- (c) to manage, guide, develop and support allocated team members to achieve individual and Taronga goals;
- (d) to drive the team's adoption of an enhanced customer focused approach; and

Works and Trades Supervisor

20.27 The requirements of a Works and Trades Supervisor are:

- (a) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within the section;
- (b) to ensure asset maintenance work contributes to the presentation, safety, operation and maintenance of facilities, grounds and exhibits;
- (c) verify the work is completed relevantly and achieves Taronga standards;
- (d) to ensure employees under their leadership adhere to all Taronga policies, including work health, safety and environment requirements and the Code of Conduct.

Sky Safari Attendant

20.28 A casual employee, including nominated members of the Sky Safari rescue team, will be employed as a Sky Safari Attendant Grade 1.

20.29 The requirements of a Sky Safari Attendant Grade 1 are:

- (a) have less than 12 months relevant experience;
- (b) to assist with ensuring the good order and safe operation of Sky Safari cable cars;
- (c) to provide high levels of customer service including greeting, directing and assisting with entry and exit of Sky Safari passengers;
- (d) to perform general cleaning and tidying of Sky Safari cabins and platforms;
- (e) to work closely with other departments of Taronga to ensure a seamless experience for guests;
- (f) have performance monitored by close supervision; and
- (g) to undertake training as required and provided by Taronga, including Sky Safari Attendants training program.

20.30 The requirements of a Sky Safari Attendant Grade 2, in addition to the requirements of Sky Safari Attendant Grade 1, are:

- (a) more than 12 months relevant experience;

Sky Safari Operator

20.23 The requirements of a Sky Safari Operator, in addition to the requirements of Sky Safari Attendant Grade 2 are:

- (a) have a minimum 6 months relevant experience;
- (b) completion of Sky Safari Operator training and rescue team training;
- (c) to be fully conversant with the Sky Safari Evacuation Manual and all evacuation procedures;
- (d) to provide maintenance assistance as required;
- (e) to have performance monitored by supervision;
- (f) to complete relevant and required training as provided by Taronga,
- (g) possess and maintain a current Senior First Aid qualification; and

Senior Sky Safari Operator

20.24 The requirements of a Senior Sky Safari Operator, in addition to the requirements of Sky Safari Operator, are:

- (a) 2 years relevant experience;
- (b) to be fully conversant with the Sky Safari Evacuation Manual and all evacuation procedures;
- (c) to take operational control of Sky Safari terminal/s including the performance of regular safety checks and inspections; and
- (d) to provide maintenance assistance as required.

Cleaner

20.25 A casual Cleaner will be employed as a Cleaner Grade 1.

20.26 The requirements of a Cleaner Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to perform cleaning work of any description on Taronga premises for the greater part of any shift worked, including any of the following tasks, or combination of tasks as directed by Taronga, including the operation of mechanical or other forms of cleaning equipment for which the employee possesses relevant experience or training;
- (c) to distribute and maintain toilet and other requisites and cleaning materials in buildings or establishments including appropriate management of chemicals.
- (d) to clean carpets including operating equipment used in powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly referred to as 'steam cleaning');
- (e) to clean windows and other glass panels and doors, as required;
- (f) to operate 'ride-on' powered sweeping machines, where relevant training has been provided;
- (g) to operate steam cleaning and pressure washing equipment on the exterior of buildings no higher than 2.5 metres on one level;

- (h) to perform customer service as required;
- (i) to have performance monitored by close supervision; and
- (j) to undertake relevant training as provided and required by Taronga.
- (k) to possess and maintain a NSW (Class C) Drivers licence

20.27 The requirements of a Cleaner Grade 2, in addition to the requirements of Cleaner Grade 1 are:

- (a) more than 12 months relevant experience;
- (b) to have performance monitored by general supervision and direction; and

20.28 The requirements of a Cleaner Grade 3, in addition to the requirements of Cleaner Grade 2, are:

- (a) to be able to work unsupervised and usually without detailed instructions;
- (e) to exercise independent action within established work practices;
- (f) to be able to supervise other workers within same classification;
- (e) to monitor stock levels (unsupervised);
- (f) to assist in the completion of quality assurance audits and facility maintenance audits; and
- (g) to deliver training as required.

Cleaner (Leading Hand)

20.29 The requirements of a Cleaner (Leading Hand), in addition to the requirements of Cleaner Grade 3, are:

- (a) to provide support and relief when required to Cleaning Supervisor/s;
- (f) to assist Cleaning Supervisor/s in general supervision of Grade 1, 2 and 3 cleaning duties, including allocating duties, monitoring performance and providing direction on work to be performed;
- c) to perform tasks without supervision;
- (d) to order supplies, receive deliveries and perform administrative tasks as required;
- (e) to implement cleaning procedures and other relevant cleaning documentation;
- (f) to conduct quality assurance audits and facility maintenance audits;
- (g) possess and maintain a current Senior First Aid qualification; and

Cleaning Supervisor

20.30 The requirements of a Cleaning Supervisor in addition to the requirements of Cleaner Leading Hand are:

- (a) to ensure the clean presentation of Taronga premises by directing, co-ordinating and prioritising the work of cleaners;
- (b) to provide ongoing advice to support the preparation and implementation of rosters;
- (c) verify the work of Cleaners is completed as per established work practices and achieves Taronga standards;

- (d) to maintain building/s or section/s of Taronga premises;
- (e) to maintain cleaning equipment;
- (f) to develop and complete quality assurance audits and facility maintenance audits;
- (g) to perform general administration duties including computer based payroll systems, computer based record keeping systems, basic filing system management and other general administration duties

TWPZ Guest Experience Attendant

20.31 The requirements of a Guest Experience Attendant may include but are not limited to the following:

- (a) provide the highest level of customer service to guests;
- (b) meet and greet guests at any entry/exit point to Taronga premises and within the zoo grounds;
- (c) facilitate the hiring of bicycles and motorised carts to guests, including the non-mechanical maintenance, provision and storage of bicycles, motorised carts, helmets, and baskets; and identify any mechanical maintenance that is required to be performed;
- (d) perform financial transactions, including the operation of a cash register; collection, return and check of float/s; and processing of credit card transaction;
- (e) provide information and assistance to guests, including distributing event information/maps, operating attractions, issuing directions, checking tickets after point of sale and other value-adding customer activities;
- (f) provide guests with hire forms and operational instructions, including fitting equipment, completing forms, and checking equipment upon its return;
- (g) maintain bicycles and motorised carts and hire station in a clean and presentable manner; and
- (h) undertake on the job training as required and provided by Taronga.

Notes: Licensed drivers only are to operate motorised carts.

Built into the wage rate for this classification as set out in Schedule 1 of the Award is a component paid in lieu for any claims for shift loadings, except for a Public Holiday shift loading.

Guest Experience Officer

20.32 The requirements of a Guest Experience Officer are to perform any of the following tasks, or combination of tasks:

- (a) meet and greet guests at any point, provide queue management, direction, ticketing and distribute information;
- (b) operate Taronga car park including the management of car park spaces, traffic flow, collection of parking fees and issuing receipts;
- (c) undertake guest service duties as directed, including the provision of information to guests, distributing event information/maps, and assisting and escorting guests;
- (d) perform administrative/operational duties to support guest experience functions; and
- (e) undertake on the job training as required and provided by Taronga.

- (f) to possess and maintain a NSW (Class C) Drivers licence

Senior Guest Experience Officer

20.33 The requirements of a Senior Guest Experience Officer, in addition to the requirements of Guest Experience Officer, are:

- (a) more than 12 months relevant experience within a face to face Customer Service industry;
- (b) to support and assist Guest Experience Coordinator;
- (c) to provide reports to Guest Experience Coordinator as required including daily issues;
- (d) to identify WHS issues and generating work requisitions as necessary;
- (e) possess a current Senior First Aid qualification; and
- (f) to complete relevant and required training as provided by Taronga.

Guest Experience Coordinator

20.34 The requirements of a Guest Experience Coordinator, in addition to the requirements of Senior Guest Experience Officer, are:

- (a) more than 2 years supervisory relevant experience within the Customer Services, Tourism and/or Hospitality industry;
- (b) possess a current Senior First Aid qualification;
- (c) to undertake quality checks and complete logs throughout the day of public area presentation standards, including toilets, litter, food areas and relevant staffing levels and signage, and liaise with management and other departments of Taronga regarding same as required;
- (d) to report on the impact of construction on guest circulation and advise as to alternative solutions to improve guest experiences;
- (e) to report on guest impact of changes to animals on exhibit;
- (f) to resolve guest issues, consulting with management as relevant;
- (g) to assist in pre-show activities, tours and encounters;
- (h) to assist in briefings delivered by management;
- (i) to supervise or act as 'meet and greet host' for booked groups;
- (j) to supervise Guest Experience workers; and
- (k) to prepare and distribute daily reports of activities within the ground as required.

Note: Built into the Guest Experience Coordinator wage rates prescribed in Schedule 1, is a component paid for employees in this classification to be appointed by Taronga to the First Aid Response team and administer First Aid as and when required as an inherent requirement of the role of the Guest Experience Coordinator. This additional salary is in lieu of any claims for first-aid allowance.

Gatekeeper

20.35 The requirements of a Gatekeeper are:

- (a) while stationed at an entrance and/or exit, to control the movement of persons, vehicles, goods and/or property arriving or departing from Taronga premises or property, including the inspection of vehicles carrying loads of any description to ensure that the load and description of such goods is in accordance with the requirements of the relevant document and/or gate pass;
- (b) to perform area or door attendant/commissionaire role in a commercial building as required and where qualified;
- (c) to perform other security duties consistent with Security Officer Grade 1, for which the Gatekeeper is qualified, as directed; and
- (d) to undertake on the job training as required and provided by Taronga.

Security Officer

20.36 A casual Security Officer will be employed as a Security Officer Grade 1.

20.37 The requirements of a Security Officer Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to observe, guard and/or protect Taronga premises and/or property; including controlling access to and exit from premises; managing conflict; apprehending offenders; escorting and carrying valuables; providing for safety of persons; assisting in crowd management and maintaining effective relationships with clients, staff and guests of Taronga as part of a team;
- (c) to be fully conversant with Taronga's Guest Experience and Security procedures relating to Taronga operations, premises and/or property, including emergency procedures for environmental controls of exhibits;
- (d) to be conversant with location and use of all Taronga fire fighting equipment, including service and maintenance requirements;
- (e) to provide a high level of customer and security related services, including Zoo patrols and assistance with operational issues relating to the guest experience;
- (f) to be fully conversant with procedures for accepting injured animals after hours;
- (g) to possess a current Security Industry Certificate, and relevant security licence (1AC); and
- (h) to undertake or have completed on the job training.
- (i) to possess and maintain a NSW (Class C) Drivers licence, including the ability to drive a manual vehicle

20.38 The requirements of a Security Officer Grade 2, in addition to the requirements of Security Officer Grade 1, are:

- (a) more than 12 months relevant experience; and
- (b) to undertake required training as required and provided by Taronga.

Senior Security Officer

20.39 The requirements of a Senior Security Officer, in addition to the requirements of a Security Officer Grade 2, are:

- (a) a minimum of 3 years industry service; and
- (a) to assist Management in the management of operations as required.

Assistant Security Manager

20.40 The requirements of an Assistant Security Manager, in addition to the requirements of a Senior Security Officer, are:

- (a) liaise with management and other departments of Taronga regarding general security matters;
- (b) to direct inquiries from the general public to relevant management;
- (c) to deputise for the Security Manager as required; and
- (f) to assist the Security Manager in the management of operations.
- (g) To engage and coordinate external security contractors on an as needs basis.

Security Manager

20.41 The requirements of a Security Manager, in addition to the requirements of an Assistant Security Manager, are:

- (a) to manage, plan and co-ordinate Taronga security operations including recruitment and training of staff and provide reports as requested, including monthly financial reports and yearly budget plans;
- (b) to co-ordinate emergency procedures;
- (c) to direct Security Officers and Gatekeepers in the daily operations of the security team;
- (d) to oversee and develop Security Officer and Gatekeeper rosters; and
- (e) to perform security duties, and be on-call to respond to security emergencies/matters.

Note: Built into the Security Manager wage rates prescribed in Schedule 1, is a component paid in lieu of any claims for on call allowance, shift and/or overtime rates, except for elective overtime provided under the Overtime clause of the Award.

APPENDIX B - LEAVE PROVISIONS

The following leave conditions are contained in the Crown Employees Conditions of Employment Leave Provisions Section 6 (Clauses 67 - 84) and apply to employees covered by this Award.

1	Absence from Work
2	Applying for Leave
3	Extended Leave
4	Family and Community Service Leave
5	Leave Without Pay
6	Military Leave
7	Observance of Essential Religious Or Cultural Obligations
8	Parental Leave
9	Purchased Leave
10	Sick leave
11	Sick leave - Requirements for Evidence of illness
12	Sick Leave to care for a family member
13	Sick Leave - Workers Compensation
14	Sick Leave - Claims other than Workers Compensation
15	Special Leave
16	.Leave for Matters Arising from Domestic Violence

P. M. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA18/04 - Border Fence Maintenance Employees Enterprise Agreement 2018

Made Between: NSW Department of Industry -&- employees.

New/Variation: New

Approval and Commencement Date: Approved 18 July 2018 and commenced 1 July 2018.

Description of Employees: The agreement applies to all employees employed by the Department of Industry who undertake work for the Border Fence Maintenance Board located at Barrier Highway, Broken Hill NSW 2880.

Nominal Term: 36 Months.

EA18/05 - Port Stephens Council Enterprise Agreement 2018

Made Between: Port Stephens Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; Development & Environmental Professionals Association of New South Wales; the Local Government Engineers' Association of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 21 August 2018 and commenced 1 July 2018.

Description of Employees: The agreement applies to all Employees employed by the Port Stephen Council and employees of committees of Council, with the exception of Group Managers and the General Manager, located at 116 Adelaide Street, Raymond Terrace NSW 2324, who fall within the coverage of the Local Government (State) Award 2017 and the Local Government (Electricians) (State) Award.

Nominal Term: 36 Months.

EA18/06 - Lake Macquarie City Council Enterprise Agreement 2018

Made Between: Lake Macquarie City Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; Development & Environmental Professionals Association of New South Wales; the Local Government Engineers' Association of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 21 August 2018 and commenced 2 July 2018.

Description of Employees: The agreement applies to all Employees employed by Lake Macquarie City Council except those designated as Senior Staff, located at 126-138 Main Road, Speers Point NSW 2284, who fall within the coverage of the Local Government (State) Award 2017.

Nominal Term: 36 Months.

EA18/07 - Office of Environment and Heritage Flight Operations Enterprise Agreement 2018

Made Between: Office of Environment & Heritage -&- The Australian Workers' Union, New South Wales

New/Variation: New.

Approval and Commencement Date: Approved 4 September 2018 and commenced 1 July 2018.

Description of Employees: The agreement applies to permanent and temporary employees of the Office of Environment and Heritage Flight Operations Unit, in the capacity of a Flight Officer, who fall within the coverage of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Nominal Term: 12 Months.

EA18/08 - Natural Resources Commission (Staff Agency) Enterprise Agreement 2018-2020

Made Between: Natural Resources Commission -&- employees.

New/Variation: New.

Approval and Commencement Date: Approved 23 August 2018 and commenced 1 July 2018.

Description of Employees: The agreement applies to all employees of Natural Resources Commission located at Level 6, 52 Martin Place, Sydney NSW 2000, who are employed under the Government Sector Employment Act 2013.

Nominal Term: 24 Months.

EA18/09 - Cessnock City Council Enterprise Agreement 2018

Made Between: Cessnock City Council-&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; the Local Government Engineers' Association of New South Wales; Development & Environmental Professionals Association of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 20 September 2018 and commenced 1 July 2018.

Description of Employees: The agreement applies to all employees of the Cessnock City Council except for the General Manager and other Senior Staff, located at 62-78 Vincent Street, Cessnock NSW 2325, who fall within the coverage of the Local Government (State) Award 2017.

Nominal Term: 36 Months.