

Vol. 387, Part 2

27 March 2020

Pages 403 – 580



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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

ISSN 0028-677X

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CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF) 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 Nos. 92883 and 2851 of 2017)

Before Chief Commissioner Kite
Commissioner Murphy
Commissioner Webster

13 September 2019

AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

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2. Definitions

- 2.1 "Aboriginal Education Officer" means a classification of School Administrative and Support Staff for whom the requirement of Aboriginality is a legitimate occupational qualification under section 14(d) of the *Anti-Discrimination Act 1977*.
- 2.2 "Act" means the *Education (School Administrative and Support Staff) Act 1987*.
- 2.3 "Additional hours" means those hours worked by School Administrative and Support Staff (excluding Business Managers) beyond the normal hours of duty set out in Clause 8. Hours as required by the principal, up to 7 hours per day and to a maximum of 35 hours per week.
- 2.4 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.5 "Averaging of hours" means the arrangement approved by the principal under which a permanent or long term temporary employee works their normal total working hours over a ten week period (a school term) and is entitled to be absent for a maximum of one day during that period provided that the hours worked by the employee over the school term are equivalent to the total actual working hours required for that period.
- 2.6 "Centre" means a Departmental centre which provides instruction to students, such as a distance education centre, environmental education centre or intensive English centre.
- 2.7 "Continuous employment" means employment for a specific number of hours per week for each week of the school year, which may be broken by school vacations and any approved leave which counts as service.
- 2.8 "Department" means the New South Wales Department of Education.
- 2.9 "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 2.10 "Employee" means any person employed as a member of the School Administrative and Support Staff.
- 2.11 "Equivalent full-time" means the number of full-time and part-time employees allocated to a school converted to a full-time equivalent.
- 2.12 "Full-time employee" means any person employed as a member of the School Administrative and Support Staff who works 31.25, 33.33 or 35 hours per week or, in the case of a former Library Clerical Assistant covered by the 1988 agreement, 36.25 hours per week.
- 2.13 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.
- 2.14 "Long-term temporary employee" means a member of the School Administrative and Support Staff employed by the Secretary in an assignment on a temporary basis, either full-time or part-time, under section 21 of the Act, for a period in excess of one school term.

- 2.15 "Part-time employee" means any person employed as a member of the School Administrative and Support Staff who works less than 31.25, 33.33 or 35 hours per week.
- 2.16 "Permanent employee" means a member of the School Administrative and Support Staff employed on a permanent basis by the Secretary in the service of the Crown under section 8 of the Act.
- 2.17 "Principal" means the principal of a Department school.
- 2.18 "School" means a Department school where instruction is provided by the Department and includes any place designated as part of, or as an annex to, such school.
- 2.19 "School Administrative and Support Staff" means and includes persons employed as Aboriginal Education Officers, Business Managers, School Administrative Officers, School Administrative Managers, School Learning Support Officers, School Learning Support Officers (Pre-School), School Learning Support Officers (Vision Support, Hearing Support, Bilingual) and School Learning Support Officers (Student Health Support).
- 2.20 "School day" means any weekday during school terms, as specified by the Secretary.
- 2.21 "School for specific purposes" means a school which is classified as such by the Secretary and is established under the *Education Act* 1990 to provide education for students with disabilities.
- 2.22 "Secretary" means the Secretary of the Department of Education.
- 2.23 "Service" means service as determined by the Secretary.
- 2.24 "Short-term temporary employee" means a member of the School Administrative and Support Staff employed by the Secretary in an assignment on a temporary basis, either full-time or part-time, under section 21 of the Act, for a period of one school term or less.
- 2.25 "Western, Central and Eastern Divisions" means those areas of New South Wales as described in Section 4 of the *Crown Lands Act* 1989.

3. Anti-Discrimination

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

3.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

Notes

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

4. Classifications

New Classification Structure

4.1 The new classification structure for School Administrative and Support Staff is as follows:

Classification	Level
School Administrative Manager	SAM 1
School Administrative Manager	SAM 2
School Administrative Manager	SAM 3
School Administrative Manager	SAM 4
School Administrative Officer	SAO
School Learning Support Officer and School Learning Support Officer (Vision Support, Hearing Support, Bilingual)	SLSO 1
	SLSO 2
	SLSO 3
	SLSO 4
School Learning Support Officer (Pre-School)	SLSO PS 1
	SLSO PS 2
	SLSO PS 3
	SLSO PS 4
School Learning Support Officer (Student Health Support)	SLSO SHS
Aboriginal Education Officer	AEO 1
	AEO 2
	AEO 3
	AEO 4
Business Manager 1	BM 1.1
	BM 1.2
	BM 1.3
	BM 1.4
Business Manager 2	BM 2.1
	BM 2.2
	BM 2.3
	BM 2.4

4.2 School Administrative Manager

The classification of School Administrative Manager is comprised of four levels;

The level of a School Administrative Manager position is determined as follows:

Level	No. of equivalent full-time School Administrative Manager and School Administrative Officers allocated to the school by staffing formula
Level 1	Less than 1.4
Level 2	1.4 - less than 1.8
Level 3	1.8 - less than 10
Level 4	10 or more

The level for a School Administrative Manager in a school for specific purposes is determined as follows:

- (a) A notional number of students is determined by multiplying the number of effective full-time teaching staff to which a school for specific purposes is entitled by 30.
- (b) The notional number of students is then applied to the primary school allocation formula to determine a notional number of School Administrative Managers and School Administrative Officers and thus which level of School Administrative Manager is to apply.

4.3 Business Manager

4.3.1 The classification of Business Manager is comprised of two levels:

- (i) Business Manager (BM 1)
- (ii) Business Manager (BM 2)

4.3.2 The classifications of Business Manager are independent from each other.

4.3.3 There is no automatic progression from the BM 1 classification to the BM 2 classification.

4.3.4 Entry to the classification of BM 1 or BM 2 will be through transitional provisions until 31 December 2020. From 1 January 2021 entry to the classification of BM 1 or BM 2 will be based on merit determined by the applicable recruitment process.

4.4 Classification Descriptors

4.4.1 School Administrative Manager - is responsible for the efficient management of school financial and administrative systems and the supervision and training of school administration officers. Managing the provision of support for school activities and routines, including student welfare and wellbeing, and works with the school principal, school executive and teaching staff as required.

4.4.2 School Administrative Officer - provides administrative, financial, student welfare/wellbeing support and assistance in relation to office and classroom activities, including but not limited to the following school settings: the office, sick bay, library, science laboratory, and food technology/kitchen areas.

4.4.3 School Learning Support Officer - provides support for students with identified diverse needs including disability in classrooms and other learning environments under the direction and supervision of a teacher to support the achievement of educational outcomes. This support includes student welfare, health and wellbeing activities as required. In addition School Learning Support Officers may provide specific support for students in the following streams or settings: pre-school, vision support, hearing support, bilingual.

- 4.4.4 School Learning Support Officer (Student Health Support) - provides support for students with identified diverse needs including disability in classrooms and other learning environments under the direction and supervision of a teacher to support the achievement of educational outcomes. The main focus of the School Learning Support Officer (Student Health Support) is the performance of health support as required so that students can participate in and access education programs.
- 4.4.5 Aboriginal Education Officer - provides assistance to teachers, Aboriginal students and their families to support improved learning, welfare and wellbeing outcomes for Aboriginal students.
- 4.4.6 Business Manager - works with the school principal and school executive to manage school operational needs including but not limited to administration, asset management, procurement, finance and health and safety.

5. Rates of Pay and Allowances

- 5.1 The rates of pay shall be paid to classifications of School Administrative and Support Staff in accordance with this clause and Schedule 1 of Part B.
- 5.2 The rates of pay for all School Administrative and Support Staff classifications arise from and reflect the implementation of the new classification structure as at the commencement of this award. The rates of pay applicable from the first pay period commencing on or after 1 July 2019 arise from and reflect the implementation of the new classification structure and incorporate an increase of 2.5%. Further increases to rates of pay and the allowances set out in Table 1 of Schedule 2 over the duration of this award include:
 - 5.2.1 2.5% from the first pay period commencing on or after 1 July 2020; and
 - 5.2.2 2.04% from the first pay period commencing on or after 1 July 2021.
- 5.3 The hourly rates of pay for permanent employees set out in Schedule 1 of Part B provide for 26 equal pays over the period of a year as follows:

$$\frac{\text{Hourly rate} \quad \times \quad \text{weekly hours of work} \quad \times \quad 52.17857}{26}$$

- 5.4 Long term temporary employees will be paid the same rate of pay during school vacation as during school terms.
- 5.5 Permanent and long term temporary employees' extended leave and maternity leave will be paid at the hourly rate of pay specified in Schedule 1 multiplied by 1.058.
- 5.6 Permanent and long term temporary employees' overtime as provided at Clause 20.1 rates of Clause 20 Overtime will be paid at the hourly rate of pay specified in schedule 1 multiplied by 1.058.
- 5.7 A short-term temporary employee's hourly rate of pay is determined by multiplying the hourly rate of pay of a permanent employee by 1.15. This loaded hourly rate of pay incorporates a payment in lieu of a recreation leave entitlement.
- 5.8 Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
 - 5.8.1 The entitlement to salary package in accordance with this clause is available to:
 - (i) ongoing full-time and part-time employees;
 - (ii) temporary employees, subject to the Department's convenience; and
 - (iii) casual employees, subject to the Department's convenience, and limited to salary sacrifice to superannuation in accordance with 5.8.7.

5.8.2 For the purposes of this clause:

- (i) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5, Rates of Pay and Allowances, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- (ii) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

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

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

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

5.8.5 The agreement shall be known as a Salary Packaging Agreement.

5.8.6 Except in accordance with 5.8.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Department at the time of signing the Salary Packaging Agreement.

5.8.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:

- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- (ii) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- (iii) subject to the Department's agreement, paid into another complying superannuation fund.

5.8.8 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.

5.8.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:

- (i) *Police Regulation (Superannuation) Act 1906*;
- (ii) *Superannuation Act 1916*;
- (iii) *State Authorities Superannuation Act 1987*; or
- (iv) *State Authorities Non-contributory Superannuation Act 1987*, the employee's Department 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.

5.8.10 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 5.8.9 of this clause, the employee's Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

5.8.11 Where the employee makes an election to salary package:

- (i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 5, Rates of Pay and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.

5.8.12 The Department 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.

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

5.9 Transition Arrangements

5.9.1 New Employees - School Administrative and Support Staff who commence employment with the Department on or after the date of the commencement of this award will commence at the relevant classification level in accordance with this clause as follows:

- (i) School Learning Support Officers and School Learning Support Officers (Vision Support, Hearing Support, Bilingual) will commence at the SLSO1 classification level;
- (ii) School Learning Support Officers (Pre-School) will commence at the SLSO PS 1 classification level;
- (iii) School Learning Support Officers (Student Health Support) will commence at the SLSO SHS classification level;
- (iv) Aboriginal Education Officers will commence at the AEO 1 classification level;
- (v) From 1 January 2021 Business Managers 1 will commence at the BM 1.1 classification level; and
- (vi) From 1 January 2021 Business Managers 2 will commence at the BM 2.1 classification level.

5.9.2 Existing Employees - Existing School Administrative and Support Staff employed by the Department as at the date of the commencement of this award will transition to the new structure as follows:

Former Classification	New Classification
School Administrative Manager Level 1	SAM 1
School Administrative Manager Level 2	SAM 2

School Administrative Manager Level 3	SAM 3
School Administrative Manager Level 4	SAM 4
School Administrative Officer	SAO
School Learning Support Officer and School Learning Support Officer (Vision Support, Hearing Support, Bilingual)	
School Learning Support Officer Year 1	SLSO 1
School Learning Support Officer Year 2	SLSO 2
School Learning Support Officer Year 3	SLSO 3
School Learning Support Officer Year 4	SLSO 4
School Learning Support Officer (Pre-School) Year 1	SLSO PS 1
School Learning Support Officer (Pre-School) Year 2	SLSO PS 2
School Learning Support Officer (Pre-School) Year 3	SLSO PS 3
School Learning Support Officer (Pre-School) Year 4	SLSO PS 4
School Learning Support Officer (Student Health Support)	SLSO (SHS)
Aboriginal Education Officer Year 1	AEO 1
Aboriginal Education Officer Year 2	AEO 2
Aboriginal Education Officer Year 3	AEO 3
Aboriginal Education Officer Year 4	AEO 4

5.10 Allowances for First Aid, Administration of Medications and Health Support

5.10.1 A first aid allowance as set out in Table 1 of Schedule 2, Part B is payable to approved employees holding a current St John Ambulance First Aid Certificate or its equivalent for undertaking first-aid duties in accordance with the employee's statement of duties.

5.10.2 An administration of medications allowance as set out in Table 1 of Schedule 2, Part B is payable to employees required to administer medications upon completion of appropriate training. The allowance is paid only on days worked.

5.10.3 A health support allowance as set out in Table 1 of Schedule 2, Part B is payable to School Learning Support Officers required to perform health support for students upon completion of appropriate training. The allowance is paid only on days worked.

5.11 Other Allowances

5.11.1 Other allowances provided for under this award are listed in Table 2 of Schedule 2, Part B.

5.11.2 Allowances listed in Table 2 of Schedule 2, Part B and the relevant cities and centres are adjusted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or successor award, or as approved from time to time by the Secretary of the Department of Premier and Cabinet.

6. Vacation Pay

(i) When a permanent or long term temporary employee is not required to work during a school vacation, the permanent or long term temporary employee shall be paid during the vacation for the number of days calculated using the following formula:

$$N = \frac{C}{T} \times S$$

Where:

"N" is the number of paid vacation days the employee has accrued for a vacation

"S" is the number of days of service during the preceding school term;

"T" is the number of term days during the school year in the Eastern and Western Vacation Division as appropriate; and

"C" is the number of student vacation days in the Eastern or Western Vacation Division as appropriate.

- (ii) Where at the commencement of a vacation, a SAS staff member has an accrued entitlement in excess of the length of that student vacation, the SAS staff member shall be paid only for the period of the student vacation. The accrued entitlement in excess of the length of the student vacation shall be carried over for payment in the term 4 vacation.
- (iii) Periods of paid leave shall count as worked days.

7. Incremental Progression

- 7.1 The payment of increments, where applicable, under the rates of pay prescribed in Schedule 1 of Part B shall be subject to approval by the Secretary's delegate.
- 7.2 Subject to satisfactory performance, permanent and temporary School Learning Support Officers and School Learning Support Officers (Vision Support, Hearing Support, and Bilingual), School Learning Support Officers (Pre-School), and Aboriginal Education Officers, may progress along the relevant incremental rate of pay scale as follows:
 - 7.2.1 Permanent employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
 - 7.2.2 Temporary employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
- 7.3 Subject to satisfactory performance, permanent and temporary Business Managers (BM1) may progress along the BM 1 incremental rate of pay scales as follows:
 - 7.3.1 Permanent employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
 - 7.3.2 Temporary employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
- 7.4 Subject to satisfactory performance, permanent and temporary Business Managers (BM2) may progress along the BM 2 incremental rate of pay scales as follows:
 - 7.4.1 Permanent employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
 - 7.4.2 Temporary employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.

8. Hours

- 8.1 The normal hours of work for full-time employees are 31 hours and 15 minutes per week between 7.30 am and 6.00 pm on school days, provided that:
 - 8.1.1 School Administrative Managers shall work 33 hours 20 minutes per week;
 - 8.1.2 former Library Clerical Assistants covered by the 1988 agreement may continue to work 36 hours 15 minutes per week.
 - 8.1.3 Business Managers shall work 35 hours per week.
- 8.2 Starting and finishing times of employees shall be as determined by the principal to suit the needs of the school and in accordance with the span of hours in clause 8.1 following discussions with an employee or employees.
- 8.3 Normal hours of work shall be structured to avoid broken periods of duty, i.e. there shall be no split shifts.
- 8.4 The actual hours worked by an employee in any week may, by agreement between the principal and the employee, be averaged over periods of up to 10 weeks between the hours of 7.30 am and 6.00 pm; provided that the total hours worked in a 10 week shall not exceed:
 - 8.4.1 312 hours 30 minutes for employees working 31 hours 15 minutes per week; or
 - 8.4.2 333 hours 20 minutes for employees working 33 hours 20 minutes per week; or
 - 8.4.3 350 hours for full-time employees working 35 hours per week; or
 - 8.4.4 362 hours 30 minutes for full-time employees working 36 hours 15 minutes per week.

The pattern of hours worked by an employee under such an arrangement must be approved by the principal taking into account the needs of the school.
- 8.5 The provisions of the Department's Flexible Working Hours Agreement 2018 and any successor agreements do not apply to employees covered under this award.
- 8.6 Averaging of hours arrangements are not available to School Learning Support Officer classifications as these roles work directly with students in the classroom.
- 8.7 Additional Hours
 - 8.7.1 School Administrative and Support Staff (excluding Business Managers) are entitled to be paid for additional hours as required at the direction of the principal or their delegate. The working of such additional hours shall be as directed by the principal or their delegate.
 - 8.7.2 Full-time permanent and long term temporary members of the school administrative and support staff, can work additional hours above their normal hours of work of 6 hours 15 minutes for School Administrative Officers, School Learning Support Officers, Aboriginal Education Officers and 6 hours 40 minutes for School Administrative Managers up to 7 hours per day.
 - 8.7.3 For part time permanent and long term temporary members of school administrative and support staff, hours worked up to 6 hours 15 minutes for School Administrative Officers, School Learning Support Officers, Aboriginal Education Officers and 6 hours 40 minutes for School Administrative Managers are remunerated at the standard rate of pay and accrue vacation pay as per clause 5.4.
 - 8.7.4 The rate of payment for additional hours worked beyond 6 hours 15 minutes for School Administrative Officers, School Learning Support Officers, Aboriginal Education Officers and 6

hours 40 minutes for School Administrative Managers for up to 7 hours per day will be calculated by applying a loading of 15% to the standard hourly rate and will not accrue any vacation or leave entitlements.

9. Meal Breaks

- 9.1 Employees who work not less than four hours per day shall be entitled to an unpaid lunch break of not less than 30 minutes each day.
- 9.2 Employees who work more than two hours from the commencement of the school day shall be entitled to a paid morning tea break of 10 minutes each day.
- 9.3 To meet the needs of the school, the principal may vary the time at which the lunch and morning tea breaks are taken and may stagger lunch breaks.

10. Lactation Breaks

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their supervisor provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for a flexibility, a supervisor needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 10.5 The Department shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 10.6 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 supervisor and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 10.7 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.
- 10.8 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 subclause 17.9 Sick Leave of this award or, where applicable, through the operation of the provisions of subclause 8.4 of this award.

11. Appointments

- 11.1 The appointment procedures in place as at the date of the making of this award will continue for a period of up to 12 months from the date of the making of this award.
- 11.2 The Department will consult with the Association on the development and implementation of the new appointment and employment procedures.
- 11.3 The new appointment and employment procedures developed in accordance with clause 11.2 will commence after the expiration of the period referred to in clause 11.1.

12. Training and Development

- 12.1 The Department and the Association confirm a commitment to training and development for all employees. Employees recognise their obligation to maintain and update their skills. The Department recognises its obligation to provide employees with opportunities to maintain and update their skills.
- 12.2 Employees shall be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing high quality service.
- 12.3 Training and development will be based on:
- 12.3.1 identified capabilities in accordance with the NSW Public Sector Capability Framework;
 - 12.3.2 a focus on both current and future job needs and career path planning; and
 - 12.3.3 recognition of each person's prior learning and building on this through the acquisition of new competencies.
- 12.4 Employees attending approved training and development activities during the hours of 7.30 am to 6.00 pm on a school day shall be regarded as being on duty.
- 12.5 Approved training and development activities shall be conducted, wherever possible, during the hours of 7.30 am to 6.00 pm on a school day. When employees attend departmentally approved training activities conducted outside these hours, they are eligible to be paid overtime in accordance with provisions contained in clause,20, Overtime.
- 12.6 Employees shall be entitled to reimbursement of any actual necessary expenses regarding travel, meals and accommodation incurred in attending training and development activities.

13. Higher Duties Allowance

- 13.1 A permanent or long-term temporary employee who is directed to carry out a period of relief in a higher position for a period of five consecutive days or more shall be paid a higher duties allowance subject to:
- 13.1.1 satisfactory performance of the whole of the duties and assuming the whole of the responsibilities which would ordinarily be performed and assumed by the employee appointed to that position; and
 - 13.1.2 the allowance paid will be the difference between the present rate of pay of the employee and the rate of pay to which they would have been entitled if appointed to that position; or
 - 13.1.3 where the employee does not assume the whole of the duties and responsibilities of the position, the amount of any allowance will be determined by the principal as a proportion of the duties and responsibilities which are satisfactorily undertaken.
- 13.2 Employees who have relieved continuously for 12 calendar months or more, inclusive of school vacation periods, in the same higher-graded position are eligible for the payment of higher duties allowance for any leave which is taken during the ongoing period of relief.

14. Performance Management

- 14.1 The objective of performance management is to enhance the performance of the Department and to support the career development and aspirations of employees. All employees need to understand the role, accountabilities and performance standards that are expected of them. All employees are entitled to feedback and constructive support to improve performance.

15. Alternate Work Organisation

15.1 The Department and the Association agree to facilitate flexible work organisation in schools as follows:

15.1.1 The principal or employees in a school or other workplace may seek to vary its organisation in order to improve service to students and/or to improve employees' working arrangements, provided that:

- (i) the proposal can be implemented within the school's current overall staffing entitlement or funded from the school's budget allocation;
- (ii) consultation is undertaken with staff in accordance with the provisions of clause 26, Consultation of this award;
- (iii) consultation with, parents, and relevant community groups is undertaken where appropriate; and
- (iv) consideration is given to equity and gender and family issues involved in the proposal.

16. Dispute and Grievance Resolution Procedures

16.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:

16.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Association workplace representative will raise the dispute, question or difficulty with the principal/supervisor as soon as practicable.

16.1.2 The principal/supervisor will discuss the matter with the employee and/or Association representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.

16.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Association may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.

16.1.4 Where the procedures in paragraph 16.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Director of Industrial Relations of the Department and the General Secretary of the Association. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

16.1.5 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

17. Leave

17.1 Adoption, Maternity and Parental Leave

17.1.1 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:

- (i) For a period up to 9 weeks prior to the expected date of birth; and
- (ii) For a further period of up to 12 months after the actual date of birth.

- (iii) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 17.1.2 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:
- (i) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (ii) For such period, not exceeding 12 months on a full-time basis, as the Secretary may determine, if the child has commenced school at the date of the taking of custody.
 - (iii) 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 or family and community service leave, or organised through hours averaging provisions if applicable.
- 17.1.3 Parental leave shall apply to male and female staff to look after his/her child or children where maternity or adoption leave does not apply. Parental leave applies for a period not exceeding 12 months. Parental leave may commence 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 or at any time up to 2 years from that date.
- 17.1.4 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 14 weeks, an employee entitled to parental leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- (i) Applied for maternity, adoption or parental leave within the time and in the manner determined set out in paragraph 17.1.9 of this clause; and
 - (ii) Prior to the commencement of maternity, adoption or parental leave, completed not less than 40 weeks' continuous service.
 - (iii) Payment for the maternity, adoption or parental 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.
- 17.1.5 Payment for maternity, adoption or 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 leave is paid:
- (i) at the full time rate if they began part time leave 40 weeks or less before starting maternity, adoption or parental leave;
 - (ii) at the part time rate if they began part time leave more than 40 weeks before starting maternity, adoption or parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (iii) 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.

- 17.1.6 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:
- (i) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) 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
 - (iii) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 17.1.7 Except as provided in paragraphs 17.1.4, 17.1.5 and 17.1.6 of this clause, maternity, adoption or parental leave shall be granted without pay.
- 17.1.8 Right to request
- (i) An employee who has been granted maternity, adoption or parental leave in accordance with paragraphs 17.1.1, 17.1.2 or 17.1.3 may make a request to the Secretary to:
 - (a) extend the period of simultaneous unpaid leave use up to a maximum of eight weeks in cases where partners wish to take maternity/adoption leave and parental leave;
 - (b) extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (c) return from a period of full time maternity, adoption or parental leave on a part time basis until the child reaches school age (Note: returning to work from maternity, adoption or 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.
 - (ii) The Secretary 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 Secretary's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 17.1.9 Notification Requirements
- (i) When the Secretary is made aware that an employee or their spouse is pregnant or adopting a child the Secretary must inform the employee of their entitlements and their obligations under the Award.
 - (ii) An employee who wishes to take maternity, adoption or parental leave must notify the Secretary in writing at least 8 weeks (or as soon as practicable) before the expected commencement of maternity, adoption or parental leave:
 - (a) that she/he intends to take maternity, adoption or 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 17.1.8.
 - (iii) At least 4 weeks before an employee's expected date of commencing maternity, adoption or parental leave they must advise:

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

(iv) Employee's request and the Secretary's decision to be in writing.

The employee's request and the Secretary's decision made under 17.1.9(i) and 17.1.9(ii) must be recorded in writing.

- (v) An employee intending to request to return from maternity, adoption or parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Secretary in writing as soon as practicable and preferably before beginning maternity, adoption or 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 Secretary agrees.
- (vi) An employee on maternity leave is to notify the Secretary of the date on which she gave birth as soon as she can conveniently do so.
- (vii) An employee must notify the Secretary as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (viii) An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Secretary and any number of times with the consent of the Secretary. In each case she/he must give the Secretary at least 14 days notice of the change unless the Secretary decides otherwise.

17.1.10 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 17.1.8, and she/he resumes duty immediately after the approved leave or work on a part time basis.

17.1.11 If the position occupied by the employee immediately prior to the taking of maternity, adoption or 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.

17.1.12 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid maternity, adoption or 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 Secretary) must be given.

17.1.13 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.

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

17.1.15 An employee may elect to take available recreation leave at half pay in conjunction with maternity, adoption or parental leave subject to:

- (i) accrued recreation leave at the date leave commences is exhausted within the period of maternity, adoption or parental leave

- (ii) the total period of maternity, adoption or parental leave, is not extended by the taking of recreation leave at half pay
 - (iii) 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.
- 17.1.16 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Secretary should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 17.1.17 If such adjustments cannot reasonably be made, the Secretary 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.
- 17.1.18 Communication during maternity, adoption or parental leave
- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the Secretary 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 maternity, adoption or 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 maternity, adoption or parental leave.
 - (ii) The employee shall take reasonable steps to inform the Secretary about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
 - (iii) The employee shall also notify the Secretary of changes of address or other contact details which might affect the Secretary's capacity to comply with subparagraph 17.1.18(i).

17.2 Annual Leave Loading

- 17.2.1 A permanent or long-term temporary employee is entitled to payment of an annual leave loading of 17½ per cent on the monetary value of up to four weeks' recreation leave accrued in a leave year, subject to the provisions set out in paragraphs 17.2.2 to 17.2.7 of this subclause.
- 17.2.2 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.
- 17.2.3 In the case of a permanent or long-term temporary employee with less than twelve months service as at 30 November, entitlement is calculated on a pro rata basis.
- 17.2.4 Where additional leave is accrued by a permanent or long-term temporary employee stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of four weeks' leave.

- 17.2.5 Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year.
- 17.2.6 Except in cases of voluntary redundancy proportionate leave loading is not payable on cessation of employment.
- 17.2.7 Payment shall occur in the next pay period ending on or after 1 December.

17.3 Extended Leave

- 17.3.1 A permanent or long-term employee shall be entitled to extended leave of 44 working days on full pay after completing 10 years of service and a further 11 working days for each completed year of service after 10 years.
- 17.3.2 Payment for extended leave for permanent employees is calculated using the hourly rates designated in Schedule 1 multiplied by a factor of 1.058.
- 17.3.3 Part-time permanent and long-term temporary employees shall receive a pro rata proportion of the full-time entitlement.
- 17.3.4 Permanent and long term temporary employees with 7 years or more service are entitled to take (or be paid out on resignation) extended leave. The amount of leave available is that which would have applied if pro rata leave was granted.
- 17.3.5 Public holidays that fall whilst a permanent or long term temporary employee is on a period of extended leave are paid and not debited from an employee's leave entitlement.
- 17.3.6 Permanent and long term temporary employees with an entitlement to extended leave may elect to take leave at double pay.

17.4 Family and Community Service Leave

- 17.4.1 The Secretary shall grant to a permanent or long term temporary 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 17.4.2 of this clause. The Secretary may also grant leave for the purposes in subclause 17.4.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of appropriate leave.
- 17.4.2 Such unplanned and emergency situations may include, but not be limited to, the following:
- (i) Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens a staff members property and/or prevents a staff member from reporting for duty;
 - (iv) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - (v) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case.

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

- (i) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (ii) 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.

17.4.4 Family and community service leave shall accrue as follows:

- (i) two and a half days in the staff members first year of service;
- (ii) two and a half days in the staff members second year of service; and
- (iii) one day per year thereafter.

17.4.5 If available family and community service leave is exhausted as a result of natural disasters, the Secretary shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in paragraph 17.7.3 of this clause, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to a permanent or long-term temporary employee

17.4.6 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause 17.7 of this clause shall be granted when paid family and community service leave has been exhausted or is unavailable.

17.5 Leave Without Pay

17.5.1 The Secretary may grant leave without pay to a permanent or long-term temporary employee if good and sufficient reason is shown.

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

17.5.3 For leave up to and including a period of 12 months, a permanent employee has a right of return to the same school at their same classification. For periods in excess of 12 months and up to and including three years, a permanent employee has a right of return to the nearest suitable vacancy to their previous school.

17.5.4 Leave without pay may be granted to long-term temporary employees, provided it does not extend beyond the end of the school year in which it is taken.

17.5.5 Where a permanent or long-term temporary 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.

17.5.6 Where a permanent or long-term temporary employee is granted leave without pay which, when aggregated, does not exceed five working days in a period of 12 months, such leave shall count as service for incremental progression and accrual of recreation leave.

17.5.7 A permanent or long-term temporary employee 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 Secretary.

17.5.8 A permanent or long-term temporary 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.

- 17.5.9 A permanent appointment may be made to the employee's position if:
- (i) the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - (ii) the employee is advised of the Secretary's proposal to permanently backfill their position; and
 - (iii) the employee is given a reasonable opportunity to end the leave without pay and return to their position; and
 - (iv) the Secretary 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.
- 17.5.10 The position cannot be filled permanently unless the above criteria are satisfied.
- 17.5.11 The employee does not cease to be employed by the Secretary if their position is permanently backfilled.
- 17.5.12 Paragraph 17.5.9 of this subclause does not apply to full time unpaid parental leave granted in accordance with subclause 17.1 Adoption, Maternity and Parental Leave or to military leave.

17.6 Military Leave

- 17.6.1 During the period of 12 months commencing on 1 July each year, the Secretary may grant to a permanent or long-term temporary 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 conducted by the employee's unit.
- 17.6.2 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.
- 17.6.3 Up to 24 working days' military leave per financial year may be granted by the Secretary 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 paragraph 17.7.1 of this subclause.
- 17.6.4 A Department Head may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 17.6.5 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 73.3 of this clause may be granted Military Leave Top up Pay by the Department Head.
- 17.6.6 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.
- 17.6.7 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- 17.6.8 At the expiration of military leave, the employee shall furnish to the principal a certificate of attendance signed by the commanding officer or other responsible officer.

17.7 Personal Carers Leave

Use of Sick Leave to Care for a Family Member

Where family and community service leave provided for in subclause 17.4 of this clause is exhausted or unavailable, a permanent or long-term temporary employee with responsibilities in relation to a category of person set out in paragraph 17.7.3 of this subclause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

17.7.1 The sick leave shall initially be taken from the sick leave accumulated over the previous three years. In special circumstances, the Secretary may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

17.7.2 If required by the Secretary to establish the illness of the person concerned, the employee must provide evidence consistent with paragraph 17.10.1 of this clause.

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

- (i) the employee being responsible for the care and support of the person concerned; and
- (ii) 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 stepchild, a foster child or an ex nuptial child), parent (including a foster parent or 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 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.

Use of recreation leave to care for a family member

17.7.4 A permanent or long term temporary employee may elect, with the consent of the Secretary, to take recreation leave not exceeding 10 days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

17.7.5 A permanent or long term temporary employee may elect, with the consent of the Secretary, to take recreation leave at any time within a period of 24 months from the date at which it falls due.

17.8 Recreation Leave

17.8.1 Full-time permanent and long-term temporary employees accrue 20 days' recreation leave per year. Full-time permanent and long-term temporary employees in the central and western divisions of New South Wales accrue 25 days' recreation leave per year.

17.8.2 Part-time permanent and long-term temporary employees receive a pro rata proportion of the full-time entitlement.

17.8.3 Recreation leave for permanent or long-term temporary employees is paid during the initial four weeks (five weeks central and western divisions) of the summer school holidays (excluding public holidays).

17.9 Sick Leave

17.9.1 If the Secretary is satisfied that a permanent or long-term temporary employee is unable to perform duty because of the employee's illness or the illness of a member of their family, the Secretary:

- (i) shall grant to the employee sick leave on full pay; and
- (ii) may grant to the employee sick leave without pay if the absence exceeds the entitlement of the employee under this award to sick leave on full pay.

17.9.2 Payment for sick leave is subject to the employee:

- (i) informing their principal 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
- (ii) providing evidence of illness as soon as practicable if required by subclause 17.10 of this clause.

17.9.3 The Secretary 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.

17.9.4 The Department Head may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:

- (i) is unable to carry out their duties without distress; or
- (ii) risks further impairment of their health by reporting for duty; or
- (iii) is a risk to the health, wellbeing or safety of other employees, Departmental clients or members of the public.

17.9.5 Entitlements. An employee appointed from the date of the commencement of this award variation will immediately commence accruing sick leave in accordance with this clause. Employees at the time of this award variation will accrue sick leave in accordance with this clause from the beginning of the 2011 school year.

- (i) At the commencement of employment with the Department, a full time employee is granted an accrual of five days sick leave.
- (ii) After the first four months of employment, the employee shall accrue sick leave at the rate of ten working days per year for the balance of the first year of service.
- (iii) 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.

- (iv) All continuous service as a permanent or long-term temporary employee shall be taken into account for the purpose of calculating sick leave due. Where the service is not continuous, previous periods of service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- (v) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave.
- (vi) When determining the amount of sick leave accrued, sick leave granted on less than full pay shall be converted to its full pay equivalent.

17.9.6 Paid sick leave which may be granted to a permanent and long-term temporary employee in the first three months of service shall be limited to five days' paid sick leave, unless the Secretary approves otherwise. Paid sick leave in excess of five days granted in the first three months of service shall be supported by a satisfactory medical certificate.

17.9.7 No paid sick leave shall be granted to short-term temporary employees.

17.10 Sick Leave - Requirements for Medical Certificate

17.10.1 A permanent or long-term temporary employee absent from duty for more than two consecutive working days because of illness must furnish evidence of illness to the Secretary in respect of the absence.

17.10.2 In addition to the requirements under sub-clause 17.9.2, an employee may absent themselves for a total of five working days due to illness without the provision of evidence of illness to the Secretary. Employees who absent themselves in excess of five working days in a calendar year may be required to furnish evidence of illness to the Secretary for each occasion absent for the balance of the calendar year.

17.10.3 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 Secretary is satisfied that the reason for the absence is genuine.

17.10.4 If an employee is required to provide evidence of illness for an absence of two consecutive working days or less, the Secretary will advise them in advance.

17.10.5 If the Secretary 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's nominated medical assessor for advice.

- (i) The type of leave granted to the employee will be determined by the Secretary based on the advice of the Government or other approved medical assessor.
- (ii) If sick leave is not granted, the Secretary will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.

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

17.10.7 The reference in this subclause to evidence of illness shall apply, as appropriate:

- (i) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Secretary's discretion, another registered health services provider; or

- (ii) where the absence exceeds one week and, unless the health provider listed in (i) 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; or
 - (iii) at the Secretary's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 17.10.8 If a permanent or long-term temporary employee who is absent on recreation or extended leave furnishes to the Secretary a satisfactory medical certificate in respect of an illness which occurred during the leave, the Secretary may grant sick leave to the employee if the period set out in the medical certificate is five working days or more.
- 17.10.9 Paragraph 17.10.7 of this subclause applies to all permanent or long-term temporary employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

17.11 Sick Leave - Workers Compensation

- 17.11.1 Pending the determination of an employee's workers compensation claim and on production of an acceptable medical certificate, the Secretary 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.
- 17.11.2 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.
- 17.11.3 A permanent or long-term temporary 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.
- 17.11.4 Before approving the use of sick leave in this subclause, the Department must be satisfied that the staff member is complying with the obligations imposed by the *Workplace Injury Management and Workers Compensation Act 1998* which requires that the staff member must:
- (i) participate and cooperate in the establishment of the required injury management plan for the staff member;
 - (ii) comply with obligations imposed on the staff member by or under the injury management plan established for the staff member;
 - (iii) when requested to do so, nominate as their treating doctor for the purposes of the injury management plan a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan;
 - (iv) authorise the nominated treating doctor to provide relevant information to the insurer or the Department for the purposes of the injury management plan; and
 - (v) make all reasonable efforts to return to work as soon as possible, having regard to the nature of the injury.
- 17.11.5 If an employee notifies the Secretary that he or she does not intend to make a claim for any such compensation, the Secretary 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.

- 17.11.6 A permanent or long-term temporary 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.
- 17.11.7 If the Secretary provides the permanent or long-term temporary employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* 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.
- 17.11.8 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*.

17.12 Sick Leave - other than Workers Compensation

- 17.12.1 If the circumstances of any injury to or illness of a permanent or long-term temporary 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:
- (i) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Department to the employee; and
 - (ii) 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 Department the monetary value of any such period of sick leave.
- 17.12.2 Sick leave on full pay shall not be granted to a permanent or long-term temporary employee who refuses or fails to complete an undertaking, except in cases where the Secretary is satisfied that the refusal or failure is unavoidable.
- 17.12.3 On repayment to the Department 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.

17.13 Study Assistance

- 17.13.1 The Secretary shall have the power to grant or refuse study time.
- 17.13.2 Where the Secretary approves the grant of study time, the grant shall be subject to:
- (i) The course being a course relevant to the Department and/or the public service; and
 - (ii) The time being taken at the convenience of the Department.
- 17.13.3 Study assistance of up to three hours per week may be granted on full pay to permanent or long-term temporary employees who are studying on a part-time basis.
- 17.13.4 Approval of study assistance will be at Departmental convenience. Study assistance may be used for:
- (i) attending compulsory lectures or tutorials, where these are held during working hours; and/or

- (ii) necessary travel outside working hours to attend lectures, tutorials, etc., held during or outside working hours; and/or
 - (iii) private study for an approved course.
- 17.13.5 Subject to the convenience of the school or centre, permanent or long-term temporary employees may choose to accumulate part or all of their hours of study assistance to attend compulsory field days or residential schools.
- 17.13.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Department.
- 17.13.7 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.
- 17.13.8 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.
- 17.13.9 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.
- 17.13.10 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 17.13.11 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.
- 17.13.12 Repeated subjects - Study time shall not be granted for repeated subjects.
- 17.13.13 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.
- 17.13.14 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 17.13.15 The period granted as examination leave shall include:
- (i) Time actually involved in the examination;
 - (ii) Necessary travelling time, in addition to examination leave,
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- 17.13.16 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 17.13.17 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.

- 17.13.18 All employees are eligible to apply and no prior service requirements are necessary.
- 17.13.19 Study leave shall be granted without pay, except where the Secretary approves financial assistance. The extent of financial assistance to be provided shall be determined by the Secretary according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 17.13.20 Where financial assistance is approved by the Secretary 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.
- 17.13.21 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Department may choose to identify courses or educational programmes of particular relevance or value and establish a Departmental 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.

17.14 Special Leave

17.14.1 Jury Service

- (i) A permanent or long-term temporary employee shall, as soon as possible, notify the Secretary of the details of any jury summons served on the employee.
- (ii) A permanent or long-term temporary 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 Secretary 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.
- (iii) When a certificate of attendance on jury service is received in respect of any period during which a permanent or long-term temporary employee was required to be on duty, the Secretary 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 Secretary shall grant, at the sole election of the employee, available recreation leave on full pay or leave without pay.

17.14.2 Witness at Court - Official Capacity

When a permanent or long-term temporary 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 Department.

17.14.3 Witness at Court - Other than in Official Capacity - Crown Witness

A permanent or long-term temporary 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:

- (i) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and

- (ii) 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.

17.14.4 Called as a Witness in a Private Capacity

A permanent or long-term temporary 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, leave without pay.

17.14.5 Examinations

Special leave on full pay up to a maximum of five days in any one year shall be granted to permanent or long-term temporary employees for the purpose of attending at any examination approved by the Secretary.

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

17.14.6 Association Activities

Special leave on full pay may be granted to permanent or long-term temporary employees who are accredited trade union delegates to undertake approved trade union activities as specified below:

- (i) annual or biennial conferences of the Association;
- (ii) meetings of the Association's Executive, Committee of Management or Council;
- (iii) annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Unions NSW involving a public sector trade union which requires attendance of a delegate;
- (v) attendance at meetings called by the Department as and when required;
- (vi) giving evidence before an industrial tribunal as a witness for the Association;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of this subclause apply.

17.14.7 Training Courses

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

- (i) Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members.
- (ii) 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 two 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.

17.14.8 Return Home when Temporarily Living Away from Home

Sufficient special leave shall be granted to a permanent or long-term temporary employee who is temporarily living away from home as a result of work requirements to return home once each month to enable such employees to spend two days and two nights with their family. If the employee wishes to return home more often, they may be granted extended leave or leave without pay, if the operational requirements allow.

17.14.9 Return Home when Transferred to New Location

Special leave shall be granted to a permanent or long-term temporary employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award or successor instrument.

17.14.10 A permanent or long-term temporary employee who identifies as an Aboriginal person or a Torres Strait Islander may be granted up to one day's special leave per year to enable the employee to participate in the National Day celebrations.

17.14.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 16A. Leave for Matters Arising From Domestic Violence have been exhausted, the Department Head 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.

17.15 Purchased Leave

17.15.1 An employee may apply to enter into an agreement with the Department to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

- (i) Each application will be considered subject to operational requirements and personal needs and will take into account the Department's business needs and work demands.
- (ii) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- (iii) The leave will count as service for all purposes.

17.15.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.

- (i) 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.
- (ii) 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.

17.15.3 Purchased leave is subject to the following provisions:

- (i) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.

- (ii) 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.
 - (iii) Sick leave cannot be taken during a period of purchased leave.
 - (iv) The purchased leave rate of pay will be the salary for all purposes including superannuation.
 - (v) 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.
 - (vi) Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 17.15.4 Specific conditions governing purchased leave may be amended from time to time by the Department in consultation with the Association. The Department may make adjustments relating to its salary administration arrangements.

18. Leave for Matters Arising from Domestic Violence

- 18.1 The definition of domestic violence is found in clause 2.9, Definitions, of this award;
- 18.2 Leave entitlements provided for in sub clause 17.4 Family and Community Service Leave, 17.7, Personal Carers Leave, and 17.9, Sick Leave, may be used by an employee experiencing domestic violence;
- 18.3 Where the leave entitlements referred to in subclause 18.2 are exhausted, the Secretary shall grant Special Leave as per clause 17.14.11;
- 18.4 The Secretary 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;
- 18.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 18.6 The Secretary, 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.

19. Travelling Compensation and Excess Travelling Time

- 19.1 Travelling Compensation
 - 19.1.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by the Department.
 - 19.1.2 The Secretary shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
 - 19.1.3 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.
 - 19.1.4 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.

- 19.1.5 The Department 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.
- 19.1.6 Subject to subclause 19.1.14 of this clause, an employee who is required by the Secretary 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.
- 19.1.7 If meals are provided by the Government at the temporary work location, the employee shall not be entitled to claim the meal allowance.
- 19.1.8 For the first 35 days, the payment shall be:
- (i) where the Department elects to pay the accommodation provider the employee shall receive:
 - (a) the appropriate meal allowance in accordance with Item 1 in Table 2 of Schedule 2, Part B; and
 - (b) incidentals as set out in Item 4 in Table 2 of Schedule 2, Part B; and
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
 - (ii) where the Department elects not to pay the accommodation provider the employee shall elect to receive either:
 - (a) the appropriate rate of allowance specified in Item 3 in Table 2 of Schedule 2, Part B and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 3 in Table 2 of Schedule 2, Part B.
- 19.1.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Department Head that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 19.1.10 Where an employee is unable to so satisfy the Secretary, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 19.1.11 After the first 35 days - If an employee is required by the Secretary to work in the same temporary work location for more than 35 days, the employee shall be paid the appropriate rate of allowance as specified at Item 3 in Table 2 of Schedule 2, Part B.
- 19.1.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 19.1.11 of this clause, the Department could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.
- 19.1.13 The return of an employee to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

19.1.14 This clause does not apply to employees who have initiated working at another location.

19.2 Excess Travelling Time

19.2.1 A permanent or long-term temporary employee directed by the Secretary to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:

- (i) payment calculated in accordance with the provisions contained in this subclause; or
- (ii) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.

19.2.2 Compensation under paragraphs 19.2.1(i) or 19.2.1(ii) of this clause shall be subject to the following conditions:

- (i) on a non-working day - all time spent travelling on official business;
- (ii) on a working day - subject to the provisions of subclause 19.2.5 of this clause, all additional time spent travelling before or after the employee's normal hours of duty;
- (iii) period for which compensation is being sought is more than a quarter of an hour on any one day.

19.2.3 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 employee has travelled overnight and sleeping facilities have been provided for the employee.

19.2.4 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.

19.2.5 Compensation for excess travelling time shall exclude the following:

- (i) time normally taken for the periodic journey from home to headquarters and return;
- (ii) any periods of excess travel of less than 30 minutes on any one day;
- (iii) 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;
- (iv) time from 11.00 pm on one day to 7.30 am on the following day if sleeping facilities have been provided;
- (v) travel not undertaken by the most practical available route;
- (vi) working on board ship where meals and accommodation are provided;
- (vii) travel overseas.

19.2.6 Waiting Time

When a permanent or long-term temporary employee 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 normal hours of duty, such waiting time shall be treated and compensated in the same manner as travelling time.

19.2.7 Payment

Payment for travelling time calculated according to subclauses 19.2.1 and 19.2.3 of this clause shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:

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

19.2.8 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.

19.2.9 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.

19.2.10 Meal Allowances

A permanent or long-term temporary employee who is authorised by the Secretary to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation shall be paid the following allowances as described at Item 1 in Table 2 of Schedule 2, Part B:

- (i) breakfast when required to commence travel at or before 6.00 am and at least one hour before the prescribed starting time;
- (ii) an evening meal when required to travel until or beyond 6.30 pm; and
- (iii) 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.

20. Overtime

20.1 Rates - Overtime shall be paid at the following rates:

20.1.1 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:

- (i) For employees, working under the hours averaging provisions of subclause 8.4 of clause 8, Hours, who are directed to work overtime after 6.00 pm on a weekday following seven hours of normal work.
- (ii) For employees not working under the hours averaging provisions of the said subclause 8.4, who are directed to work overtime on a weekday following seven hours of normal work.

20.1.2 Saturday - All overtime directed to be 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.

20.1.3 Sundays -All overtime directed to be worked on a Sunday at the rate of double time.

20.1.4 Public Holidays - All overtime directed to be worked on a public holiday at the rate of double time and one half.

20.2 If an employee is absent from duty on any working day during any week in which directed 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.

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

20.4 Meal Breaks and Allowances

20.4.1 An employee who works directed overtime is entitled to a meal break as follows:

- (i) an employee not working under the averaging of hours scheme as provided at subclause 8.4 of clause 8, Hours, who is required to work overtime on weekdays for 1½ hours or more after the employee's ordinary hours of duty, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked;
- (ii) an employee working under the averaging of hours scheme as provided at the said subclause 8.4, who is required to work overtime on weekdays beyond 6.00 pm and until or beyond 8½ 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;
- (iii) 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.

20.4.2 Meal allowances are set out in Item 2 in Table 2 of Schedule 2, Part B and are payable for meal breaks taken as above, if an adequate meal has not been provided by the Department and:

- (i) the time worked is directed overtime;
- (ii) the employee incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- (iii) 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;
- (iv) overtime is not being paid in respect of the time taken for the meal break.

20.5 Rest Periods

20.5.1 An employee who works overtime shall be entitled to be absent until eight consecutive hours have elapsed.

20.5.2 Where an employee, at the direction of the supervisor, resumes or continues work without having had eight 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 consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

20.6 Recall to Duty

20.6.1 An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three hours' work at the appropriate overtime rates.

20.6.2 The employee shall not be required to work the full three hours if the job can be completed within a shorter period.

20.6.3 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.

20.6.4 An employee recalled to duty within three 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.

20.6.5 This subclause shall not apply in cases where it is customary for an employee to return to the Department'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 hours unless the actual time worked is three or more hours.

21. Transferred Employees' Compensation

21.1 The provisions of the Crown Employees (Transferred Employees Compensation) Award, or successor instruments, will apply to permanent and long-term temporary employees.

22. Deduction of Association Membership Fees

- 22.1 The Association shall provide the Department with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 22.2 The Association shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.
- 22.3 Subject to subclauses 22.1 and 22.2 of this clause, the Department shall deduct union 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 Department to make such deductions.
- 22.4 Monies so deducted from employees' pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.
- 22.5 Unless other arrangements are agreed to by the Department and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 22.6 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 deductions to continue.

23. No Extra Claims

23.1 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, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

24. Secure Employment

24.1 Work Health and Safety

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

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

services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

24.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (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.

24.1.3 Nothing in this subclause 24.1 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

24.2 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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

25. Short Term Temporary Employee Entitlements

25.1 Other than as described under subclauses 25.3, 25.4, 25.5 and 25.6 of this clause, short term temporary employees are not entitled to any other paid or unpaid leave.

25.2 As set out in subclause 5.6, the short term temporary rates of pay incorporate a payment in lieu of a recreation leave entitlement.

25.3 Short term temporary employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.

25.4 Short term temporary employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54, Entitlement to Unpaid Parental Leave, *Industrial Relations Act 1996*, if they meet the definition of a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

25.4.1 The Secretary must not fail to re-engage a short term temporary employee who meets the definition of a regular casual employee 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 short term temporary employees are not affected, other than in accordance with this clause.

25.5 Personal Carers Entitlement for short term temporary employees

25.5.1 Short term temporary 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 17.7.3 of the 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 25.5.4, and the notice requirements set out in 25.5.5.

24.5.2 The Secretary and the short term temporary 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 short term temporary employee is not entitled to any payment for the period of non-attendance.

25.5.3 The Secretary must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a short term temporary employee are otherwise not affected.

25.5.4 The short term temporary 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 Secretary 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 short term temporary employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

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

25.6 Bereavement entitlements for short term temporary employees

25.6.1 Short term temporary 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 Secretary).

25.6.2 The Secretary and the short term temporary 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 short term temporary employee is not entitled to any payment for the period of non-attendance.

25.6.3 The Secretary must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not engage a short term temporary employee are otherwise not affected.

25.6.4 The short term temporary employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary

hours of the first day or shift of such absence, the employee will inform the Secretary within 24 hours of the absence.

26. Consultation

- 26.1 Consultation is a process that:
- 26.1.1 provides an opportunity for the Department, the Association and employees to express their views, state objections, exchange information and promote understanding;
 - 26.1.2 involves timely provision of all relevant information to employees and the Association; and
 - 26.1.3 provides a genuine opportunity for employees directly affected by major changes in the workplace, the wider workforce and the Association to influence the matters under discussion with the Department.
- 26.2 Where the Department has made a definite decision to introduce major changes in, program/service delivery, organisation, structure or technology that are likely to have significant effects on employees, the Department shall notify the employees who may be affected by the proposed changes and the Association for the purpose of engaging in consultation.
- 26.3 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Department's workforce or in the skills required, changes in job opportunities, promotion opportunities or job tenure for a class or group of employees, the alteration of hours of work for a class or group of employees, the need for retraining or transfer of a class or group of employees to other work or locations and the restructuring/redesign of jobs.
- 26.4 The Department is not required to consult over individual workplace/performance issues under this clause.
- 26.5 The Department shall discuss with the employees affected and the Association, among other matters, the introduction of the changes referred to in subclause 26.2 above, 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 Association in relation to the changes.
- 26.6 The discussions shall commence as early as practicable after a definite decision has been made by the Department to make the changes referred to in subclause 26.2 of this Clause.
- 26.7 For the purpose of such discussions, the Department shall provide to the employees concerned and the Association all relevant information about the changes, including the nature of the changes proposed, the expected significant effects of the changes on employees and any other matters likely to affect employees, provided that the Department shall not be required to disclose confidential information the disclosure of which would adversely affect the Department.
- 26.8 The Department will notify affected employees and the Association of the outcome of the consultation in writing.

27. Production of Receipts

- 27.1 Payment of any actual expenses shall be subject to the production of receipts, unless the Department Head is prepared to accept other evidence from the employee.

28. Allowance Payable for Use of Private Motor Vehicle

- 28.1 The Secretary may authorise an employee to use a private motor vehicle for work where:
- 28.1.1 Such use will result in greater efficiency or involve the Department in less expense than if travel were undertaken by other means; or

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

28.2 An employee who, with the approval of the Secretary, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 5 in Table 2 of Schedule 2, Part B for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 28.4 of this clause.

28.3 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.

28.3.1 The casual rate is payable if an employee elects, with the approval of the Secretary, 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.

28.3.2 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.

28.4 Deduction from allowance

28.4.1 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.

28.4.2 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 28.4.3 of this subclause.

28.4.3 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.

28.4.4 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.

28.4.5 Where a headquarters has been designated per paragraph 28.4.3 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.

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

- (i) When staying away from home overnight, including the day of return from any itinerary.
- (ii) 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.

- (iii) When the employee uses the vehicle for official business after normal working hours.
- (iv) 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.
- (v) When the employee buys a weekly or other periodical rail or bus ticket, provided the Department is satisfied that:
 - (a) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - (b) the periodical ticket was in fact purchased; and
 - (c) in regard to train travellers, no allowance is to be paid in respect of distance between the staff member's home and the railway station or other intermediate transport stopping place.

28.5 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 Department head.

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

29. Damage to Private Motor Vehicle Used for Work

29.1 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 Department, provided:

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

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

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

29.2.1 The damage was sustained on approved work activities; and

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

30. Allowance for Living in a Remote Area

30.1 An employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:

30.1.1 Indefinitely stationed and living in a remote area as defined in subclause 30.2 of this clause; or

30.1.2 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 30.2 of this clause.

30.2 Grade of appropriate allowance payable under this clause shall be determined as follows:

30.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 6 in Table 2 of Schedule 2, Part 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 paragraphs 30.2.2 and 30.2.3 of this subclause;

30.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 6 in Table 2 of Schedule 2, Part 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;

30.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 6 in Table 2 of Schedule 2, Part B; in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.

30.3 The dependant rate for each grade is payable where

30.3.1 the employee has a dependant as defined; and

30.3.2 the employee's dependant(s) resides within the area that attracts the remote area allowance; and

30.3.3 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.

30.4 For the purposes of this clause dependant is defined as

30.4.1 the spouse of the employee (including a de facto spouse);

30.4.2 each child of the employee aged eighteen years or under;

30.4.3 each son and daughter 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

30.4.4 any other person who is part of the employee's household and who is, in the opinion of the Secretary, substantially financially dependent on the employee.

30.5 Departmental temporary employees, such as relief employees, who are employed for short periods are not eligible to receive a remote areas allowance.

30.6 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

30.7 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:

30.7.1 the employee continues in employment; and

30.7.2 the dependants continue to reside in the area specified; and

30.7.3 military pay does not exceed Departmental salary plus the remote areas allowance.

If the military salary exceeds Departmental salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

31. Assistance to Employees Stationed in a Remote Area When Travelling on Recreation Leave

31.1 An employee who:

- 31.1.1 Is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Secretary; and
- 31.1.2 Proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the employee's work location in that area,
- shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 7 in Table 2 of Schedule 2, Part B for the additional costs of travel.
- 31.2 Dependant in this clause has the same meaning as subclause 30.4 of clause 30, Allowance for Living in a Remote Area of this award.
- 31.3 Allowances under this clause do not apply to employees who have less than three years' service and who, at the date of engagement, were resident in the defined area.

32. Community Language Allowance Scheme (CLAS)

- 32.1 Employees 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 employees are not:
- 32.1.1 Employed as interpreters and translators; and
- 32.1.2 Employed in those roles where particular language skills are an integral part of essential requirements of the role,
- shall be paid an allowance as specified in Table 1 of Schedule 2, Part B, subject to subclauses 32.2 and 32.3 of this clause.
- 32.2 The base level of the CLAS is paid to employees who:
- 32.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
- 32.2.2 have passed an examination administered by the Community Relations Commission, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 32.3 The higher level of CLAS is paid to employees who meet the requirements for the base level of payment and:
- 32.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the employee's language skills, as determined by the Department Head; or
- 32.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that employees with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

33. Area, Incidence and Duration

- 33.1 This award shall apply to all employees as defined in clause 2, Definitions.
- 33.2 This award rescinds and replaces the Crown Employees (School Administrative and Support Staff) Award published 15 January 2016 (378 I.G. 1395) and all variations thereof.
- 33.3 This award shall commence on and from 1 July 2019 and remain in force until 30 June 2022.

PART B

Schedule 1 - School Administrative and Support Staff - Rates of Pay

1.1 Permanent and long term temporary School Administrative and Support Staff - Rates of Pay

	Rates of Pay from first pay period on or after 1 July 2019 Per hour \$	Rates of Pay from first pay period on or after 1 July 2020 Per Hour 2.5% \$	Rates of Pay from first pay period on or after 1 July 2021 Per Hour 2.04% \$
SAM 1	39.34	40.33	41.15
SAM 2	40.42	41.43	42.28
SAM 3	41.57	42.61	43.48
SAM 4	42.84	43.91	44.80
SAO	34.02	34.87	35.58
SLSO 1	31.15	31.93	32.58
SLSO 2	31.71	32.50	33.16
SLSO 3	33.94	34.79	35.50
SLSO 4	36.19	37.10	37.85
SLSO PS 1	31.15	31.93	32.58
SLSO PS 2	31.71	32.50	33.16
SLSO PS 3	33.94	34.79	35.50
SLSO PS 4	36.19	37.10	37.85
SLSO SHS	37.43	38.37	39.15
AEO 1	37.22	38.15	38.92
AEO 2	38.30	39.25	40.05
AEO 3	39.37	40.35	41.17
AEO 4	40.48	41.49	42.34
BM 1.1	44.24	45.35	46.27
BM 1.2	45.64	46.78	47.74
BM 1.3	47.43	48.62	49.61
BM 1.4	48.82	50.04	51.06
BM 2.1	50.28	51.54	52.59
BM 2.2	51.79	53.08	54.17
BM 2.3	53.94	55.29	56.42
BM 2.4	55.66	57.05	58.22

1.2 Short-term Temporary School Administrative and Support Staff - Rates of Pay

	Rates of Pay from first pay period on or after 1 July 2019 Per hour \$	Rates of Pay from first pay period on or after 1 July 2020 Per Hour 2.5% \$	Rates of Pay from first pay period on or after 1 July 2021 Per Hour 2.04% \$
SAM 1	45.24	46.38	47.32
SAM 2	46.49	47.65	48.62

SAM 3	47.81	49.00	50.00
SAM 4	49.26	50.49	51.52
SAO	39.12	40.10	40.92
SLSO 1	35.82	36.72	37.47
SLSO 2	36.47	37.38	38.14
SLSO 3	39.03	40.01	40.82
SLSO 4	41.62	42.66	43.53
SLSO PS 1	35.82	36.72	37.47
SLSO PS 2	36.47	37.38	38.14
SLSO PS 3	39.03	40.01	40.82
SLSO PS 4	41.62	42.66	43.53
SLSO SHS	43.05	44.12	45.02
AEO 1	42.80	43.87	44.76
AEO 2	44.04	45.14	46.06
AEO 3	45.27	46.40	47.35
AEO 4	46.55	47.72	48.69
BM 1.1	50.88	52.15	53.22
BM 1.2	52.49	53.80	54.90
BM 1.3	54.54	55.90	57.04
BM 1.4	56.14	57.54	58.72
BM 2.1	57.82	59.27	60.47
BM 2.2	59.56	61.05	62.29
BM 2.3	62.03	63.58	64.88
BM 2.4	64.01	65.61	66.95

Schedule 2 - School Administrative and Support Staff - Allowances

Table 1 - Allowances	Rates of Pay from first pay period on or after 1 July 2019 Per hour \$	Rates of Pay from first pay period on or after 1 July 2020 Per Hour 2.5% \$	Rates of Pay from first pay period on or after 1 July 2021 Per Hour 2.04% \$
First Aid (Clause 5.10.1)	0.56	0.57	0.58
Administration of Medications (Clause 5.10.2)	0.21	0.22	0.22
Health Support* (Clause 5.10.3)	0.46	0.47	0.48

	Amount from first pay period on or after 1 July 2019 Per annum \$	Amount from first pay period on or after 1 July 2020 2.5% Per annum \$	Amount from first pay period on or after 1 July 2021 2.04% Per annum \$
Community Language Allowance Scheme (Clause 32.1.2)	Base level 1,448 Higher level 2,177	Base level 1,484 Higher level 2,231	Base level 1,514 Higher level 2,277

* Note: the Health Support allowance is subject to transitional provisions and will continue to be paid to the classification of School Learning Support Officer for the performance of these duties until 30 June 2022.

Table 2 - Other Allowances The allowances listed in this Table and the relevant cities and centres are adjusted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or successor award, or as approved from time to time by the Secretary of the Department of Premier and Cabinet.			
Item No.	Clause No.	Brief Description	Amount Effective from 1 July 2019
1		Meal allowances on one-day journeys Capital Cities and High-cost Country Centres: -	
	19.2.10 (i)	Capital cities and high cost country centres Breakfast allowance	\$28.15
	19.2.10 (ii)	Evening meal allowance	\$53.90
	19.2.10 (iii)	Lunch allowance	\$31.65
		Other Centres:	
	19.2.10 (i)	Breakfast allowance	\$25.20
	19.2.10 (ii)	Evening meal allowance	\$49.60
	19.2.10 (iii)	Lunch allowance	\$28.75
2	20.4.2	Overtime meal allowances -	
		Breakfast	\$31.25
		Lunch	\$31.25
		Dinner	\$31.25
		Supper	\$11.55
3		Travelling Compensation	
	19.1.8 (ii)	Capital Cities	
		Adelaide	\$290.75
		Brisbane	\$308.75
		Canberra	\$301.75
		Darwin	\$353.75
		Hobart	\$280.75
		Melbourne	\$306.75
		Perth	\$313.75
		Sydney	\$321.75
	19.1.8 (ii)	High Country Cost Centres	
		Albany (WA)	\$312.75
		Alice Springs (NT)	\$283.75
		Ballarat (VIC)	\$281.75
		Bathurst (NSW)	\$268.75
		Bega (NSW)	\$278.75
		Benalla (VIC)	\$270.75
		Bendigo (VIC)	\$268.75

	Bordertown (SA)	\$282.75
	Bourke (NSW)	\$298.75
	Bright (VIC)	\$295.75
	Broken Hill (NSW)	\$272.75
	Broome (WA)	\$353.75
	Bunbury (WA)	\$288.75
	Burnie (TAS)	\$297.75
	Cairns (QLD)	\$286.75
	Carnarvon (WA)	\$289.75
	Castlemaine (VIC)	\$279.75
	Chinchilla (QLD)	\$276.75
	Christmas Island (WA)	\$317.75
	Cocos (Keeling) Islands (WA)	\$435.75
	Coffs Harbour (NSW)	\$270.75
	Colac (VIC)	\$271.75
	Dalby (QLD)	\$295.75
	Dampier (WA)	\$308.75
	Derby (WA)	\$303.75
	Devonport (TAS)	\$291.75
	Emerald (QLD)	\$289.75
	Esperance (WA)	\$288.75
	Exmouth (WA)	\$323.75
	Geraldton (WA)	\$298.75
	Gladstone (QLD)	\$288.75
	Gold Coast (QLD)	\$342.75
	Gosford (NSW)	\$273.75
	Halls Creek (WA)	\$303.75
	Hervey Bay (QLD)	\$290.75
	Horn Island (QLD)	\$333.75
	Horsham (VIC)	\$281.75
	Jabiru (NT)	\$349.75
	Kalgoorlie (WA)	\$305.75
	Karratha (WA)	\$348.75
	Katherine (NT)	\$291.75
	Kununurra (WA)	\$337.75
	Launceston (TAS)	\$274.75
	Mackay (QLD)	\$294.75
	Maitland (NSW)	\$285.75
	Mount Gambier (SA)	\$270.75
	Mount Isa (QLD)	\$293.75
	Mudgee (NSW)	\$279.75
	Muswellbrook (NSW)	\$276.75
	Newcastle (NSW)	\$302.75
	Newman (WA)	\$303.75
	Norfolk Island (NSW)	\$323.75
	Northam (WA)	\$273.75
	Orange (NSW)	\$288.75
	Port Hedland (WA)	\$308.75
	Port Lincoln (SA)	\$303.75
	Port Macquarie (NSW)	\$291.75
	Port Pirie (SA)	\$283.75
	Queanbeyan (NSW)	\$272.75
	Queenstown (TAS)	\$269.75
	Roma (QLD)	\$272.75
	Shepparton (VIC)	\$278.75
	Swan Hill (VIC)	\$269.75
	Tennant Creek (NT)	\$279.75
	Toowoomba (QLD)	\$277.75
	Thursday Island (QLD)	\$333.75

		Townsville (QLD)	\$276.75
		Wagga Wagga (NSW)	\$277.75
		Wangaratta (VIC)	\$272.75
		Weipa (QLD)	\$271.75
		Whyalla (SA)	\$278.75
		Wilpena-Pound (SA)	\$326.75
		Wollongong (NSW)	\$288.75
		Wonthaggi (VIC)	\$279.75
		Yulara (NT)	\$533.75
	19.1.8 (ii)	Tier 2 Country Centres	
		Albury (NSW)	\$257.60
		Ararat (VIC)	\$257.60
		Armidale (NSW)	\$257.60
		Ayr (QLD)	\$257.60
		Bairnsdale (VIC)	\$257.60
		Bundaberg (QLD)	\$257.60
		Ceduna (SA)	\$257.60
		Charters Towers (QLD)	\$257.60
		Cooma (NSW)	\$257.60
		Dubbo (NSW)	\$257.60
		Echuca (VIC)	\$257.60
		Geelong (VIC)	\$257.60
		Goulburn (NSW)	\$257.60
		Griffith (NSW)	\$257.60
		Gunnedah (NSW)	\$257.60
		Hamilton (VIC)	\$257.60
		Innisfail (QLD)	\$257.60
		Kadina (SA)	\$257.60
		Kingaroy (QLD)	\$257.60
		Lismore (NSW)	\$257.60
		Mildura (VIC)	\$257.60
		Naracoorte (SA)	\$257.60
		Nowra (NSW)	\$257.60
		Port Augusta (SA)	\$257.60
		Portland (VIC)	\$257.60
		Renmark (SA)	\$257.60
		Rockhampton (QLD)	\$257.60
		Sale (VIC)	\$257.60
		Seymour (VIC)	\$257.60
		Tamworth (NSW)	\$257.60
		Tumut (NSW)	\$257.60
		Warrnambool (VIC)	\$257.60
		Wodonga (VIC)	\$237.60
	19.1.8 (ii)	Other country centres	
	19.1.8 (ii)	Incidental expenses when claiming actual expenses - all locations	20.05 50% of the appropriate location rate
	19.1.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	
4	19.1.8 (i) (b)	Incidental expenses	\$20.05
5	28.2	Allowance payable for use of private motor vehicle	
		Official Business rate	68.0 (cents per km)
		Specified journey rate/Casual rate	27.2 (cents per km)

6	30.2.1	Allowance for Living in a Remote area	
		Grade A - With dependents	\$2,114
	30.2.2	Grade A - Without dependents	\$1,475
		Grade B - With dependents	\$2,804
	30.2.3	Grade B - Without dependents	\$1,966
		Grade C - With dependents	\$3,744
7	31.1.2	Grade C - Without dependents	\$2,623
		Assistance to Employees Stationed in a Remote Area when travelling on recreation leave:	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850kms less \$52.10
		Other transport - With dependents	Actual reasonable expenses in excess of \$52.10 and up to \$349.05
		Other transport - Without dependents	Actual reasonable expenses in excess of \$52.10 and up to \$172.40

P. M. KITE, *Chief Commissioner*
J. V. MURPHY, *Commissioner*
J. WEBSTER, *Commissioner*

Printed by the authority of the Industrial Registrar.

**AMBULANCE SERVICE OF NEW SOUTH WALES
ADMINISTRATIVE AND CLERICAL EMPLOYEES (STATE) AWARD
2019**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 207820 of 2019)

Before Chief Commissioner Kite

12 August 2019

AWARD

1. Arrangement

This Award is arranged in the following manner:

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Objectives Of The Award
3.	Definitions
4.	Employees' Duties
5.	Work Arrangements
6.	Wages
7.	Hours Of Duty
8.	Roster Of Hours
9.	Overtime
10.	Time Off In Lieu Of Overtime
11.	Accrual Of Additional Days Off (ADOS)
12.	Penalty Rates For Shift Work And Weekend Work
13.	Promotion And Vacancies
14.	Appointment Of Officers
15.	Termination Of Employment
16.	Travelling Time And Expenses
17.	Relieving Other Members Of Staff
18.	Flexible Work Practices
19.	Annual Leave
20.	Annual Leave Loading
21.	Public Holidays
22.	Family And Community Services Leave and Personal/Carer's Leave
23.	Maternity, Adoption And Parental Leave
24.	Study Leave
25.	Trade Union Leave
26.	Long Service Leave
27.	Sick Leave
28.	Climatic And Isolation Allowance
29.	Benefits Not To Be Withdrawn
30.	Payment And Particulars Of Wages
31.	Issues Resolution
32.	Union Subscriptions
33.	Union Noticeboards

34. Anti-Discrimination
35. Reasonable Hours
36. Salary Sacrifice To Superannuation
37. Salary Packaging
38. No Extra Claims
39. Area, Incidence And Duration

PART B

MONETARY RATES

40. Classification Structure
41. Climatic and Isolation Allowance

2. Objectives of the Award

- a. The Parties agree to work co-operatively and positively to facilitate implementation of the programs and initiatives set out below:
 - i. service delivery reform and change and associated workforce reform, within the Ambulance Service of New South Wales;
 - ii. better management of overtime and sick leave; and
 - iii. to achieve a targeted reduction in the number and average cost of workers compensation claims and in sick leave and work cooperatively to improve return to work programs and the rate of successful return of injured employees to work
- b. The Parties are committed to the satisfactory and timely resolution of any differences or disagreements and agree that all disputes arising between the parties will be dealt with in accordance with clause 31, Issues Resolution, of this Award. The Parties acknowledge their wider social obligations and will consider their actions in this context.

3. Definitions

‘Accustomed Place of Work’ means the location where an employee is regularly required to commence duty by the Service.

‘Administrative and Clerical Employee’ means an employee of the Service who is employed pursuant to this Award.

‘Casual Employee’ means a person appointed in accordance with clause 18 (c) of this Award.

‘Employee’ means an Administrative & Clerical employee of the Service who is employed pursuant to this Award.

‘Day Worker’ means an employee who works ordinary hours from Monday to Friday inclusive and who commences work on such days between 6.00 a.m. and at or before 10.00 a.m. inclusive.

‘Ministry’ means the NSW Ministry of Health.

‘Permanent Part-Time Employee’ means a person appointed in accordance with clause 18 (a) of this Award.

‘Shift Worker’ means an employee who is not a day worker as defined.

‘Temporary Employee’ means a person appointed in accordance with clause 18 (b) of this Award.

‘Union’ means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.

‘The Service’ means the Ambulance Service of New South Wales.

4. Employees’ Duties

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

5. Work Arrangements

- a.
 - i. It is the view of the Service that a position description and a performance appraisal system should be developed for each of the classifications set out in clause 40, Classification Structure, of this Award.
 - ii. The Service will consult with the Union regarding the effect that position descriptions and the performance appraisal system will have on employees who are members of the Union.
- b. Work will be performed by the most efficient means. To achieve this end the Service will deploy skills based on operational needs.
- c. The parties agree that there will be no forced transfers as a result of the implementation of subclause (b) of this clause.
- d. Any proposal that will significantly affect employees who are members of the Union covered by this Award will be the subject of genuine consultation between the parties.
- e. Any dispute arising from the operation of this subclause will be dealt with in accordance with clause 31, Issues Resolution, of this Award.

6. Wages

- a. Employees shall not be paid less than the minimum wages for their classification as set out in clause 40, Classification Structure, of this Award.
- b. The Service may, at its discretion, pay an employee any amount over and above the minimum wages as it sees fit.

7. Hours of Duty

- a. The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and should commence between the hours of 6.00am and 10.00am.
- b. The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.

- c. Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable such days off duty shall be consecutive.
- d. The hours of work prescribed in subclauses (a) and (b) shall, where possible, be arranged in such a manner that in each cycle of 28 days each employee shall work his or her ordinary hours of work on not more than nineteen days in the cycle.
- e. The employees' allocated day off duty, arising out of subclause (d) shall be determined by mutual agreement between the employee and the Service having regard to the needs of the Service.
- f. Where there is agreement between an employer and an employee, an employee's allocated day off duty prescribed by subclause (d) of this clause may be accumulated and be taken at a time mutually agreed upon between the employer and the employee, provided that the maximum number of allocated days off duty which may accumulate under this sub-clause shall be three. Any allocated day off duty accumulated but not taken at the date of termination, shall be paid out at ordinary rates applicable at date of termination as part of the usual termination entitlement.
- g. Employees in a work unit or location may agree that the ordinary hours of duty will be worked over nine days in a fourteen day cycle (a nine day fortnight). Agreement by the Service to this nine day fortnight working arrangement, in each case, shall be dependent upon the operational requirements of the Service.
- h. Where agreement cannot be reached, to work a nine day fortnight in accordance with subclause (g) in any area or location, the employee or employees concerned, or the Union may raise the issue with the appropriate manager, that is the General Manager, Corporate Services or the General Manager, Operations. They shall review the decision and, if it is considered appropriate to meet the operational requirements of the Service, may approve a nine day fortnight.
- i. Where an employee's allocated days off duty falls on a public holiday as prescribed by clause 21, of this Award, the next working day shall be taken in lieu thereof.
- j. All time worked between the normal starting and normal ceasing time each day shall be at ordinary rates of pay.
- k. A period of twenty minutes shall be allowed to employees for a work break and such period shall be included in the ordinary hours of work. Subject to agreement between the Union and Service on a centre by centre basis, two ten minute work breaks may be taken in lieu of one twenty minute work break.
- l.
 - i. Time not exceeding one hour and not less than thirty minutes shall be allowed for a meal break, provided that where an employee is called upon to work for any portion of his or her meal break such time shall count as part of his or her ordinary working time.
 - ii. The provision of paragraph (i) of this subclause shall not apply to employees employed in one of the Services Operations Centres who work their ordinary roster of hours on a straight shift basis (i.e. a shift that does not include a meal break).
- m. Where practicable, employees shall not be required to work more than five (5) hours without a work/meal break.
- n. The provisions of this clause do not apply to casual employees, except for subclauses (k), (l) and (m) when the appropriate conditions have been achieved bear to full time employees.

8. Roster of Hours

- a. The ordinary hours of duty prescribed by clause 7, Hours of Duty, of this Award, shall be worked according to rosters which shall be exhibited at least fourteen (14) days before the commencement date

of the roster and shall show the hours of duty for the agreed roster period or twenty eight (28) days whichever is the greater.

- b. There shall be a minimum break of eight (8) hours between rostered shifts except in case of an emergency or agreement between the Service and the employee.
- c. The roster of an employee may be altered by the Service at any time during the agreed roster period upon the provision of at least seven (7) days' notice or less than seven (7) days in the event of an emergency e.g. Sick leave, Family and Community Service Leave etc.
- d. A day off duty shall be twenty-four (24) hours.
- e. Where an employee is rostered to an allocated day off that day is to be shown on the roster.
- f. The rosters of employees shall provide for an equitable distribution of Saturday and Sunday work between employees working the same agreed roster.
- g. The provisions of this clause do not apply to Day Workers or casual employees.
- h. Any dispute arising from the operation of this clause shall be dealt with in accordance with clause 31, Issues Resolution, of this Award.

9. Overtime

- a. Employees are expected to work reasonable overtime in accordance with clause 35, Reasonable Hours of this Award.
- b. All time worked by employees outside the ordinary hours in accordance with clause 7, Hours of Duty, of this Award, shall be paid for at the rate of time and one half for the first two hours each day and thereafter at the rate of double time, provided however, that all overtime worked on a Sunday shall be paid for at the rate of double time and all overtime worked on public holidays shall be paid for at the rate of double time and one-half.
- c. An employee who is required to work overtime in excess of two hours shall, at the option of the Service, be supplied with a meal or shall be paid an amount as varied from time to time by the Service unless he or she has been notified on his or her previous shift or duty that he or she would be required to work overtime.
- d. Employees recalled to work overtime after leaving the Service's premises, shall be paid for a minimum of two hours work at the appropriate rate for each time he or she is so recalled; provided that, except in unforeseen circumstances arising, an employee shall not be required to work the full minimum number of hours prescribed above if the job he or she was recalled to perform is completed within a shorter period.
- e. The employer must have processes in place for the formal release of employees from recall duty.
- f. Employees who are not formally released and who are recalled again during the two hour minimum payment period are not entitled to any additional payment until the expiration of the two hour period.
- g. Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the two hour minimum payment period, shall be entitled to another two hour minimum payment.
- h. Employees required to work overtime after leaving the employer's premises to provide a technology support resolution remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- i. When overtime work is necessary it shall, wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.

- j. An employee who works so much overtime:
 - i. between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least eight consecutive hours off duty between these times; or
 - ii. on a Saturday, a Sunday and a public holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift:

shall, subject to this sub-clause, be released after completion of such overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Service such an employee resumes or continues to work without having had such eight consecutive hours off duty he or she shall be paid at double rates until he or she is released from duty for such period that he or she then shall be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- k. For the purposes of assessing overtime each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- l. All overtime worked by shift workers on Saturdays and Sundays shall be paid for at the appropriate overtime rate prescribed in subclause (b) of this clause, such overtime to be cumulative upon the ordinary time penalties applicable to such days of work.

The Conditions of Employment relating to Overtime for employees covered by this Award are to be determined by reference to the "New South Wales Ambulance Service Administrative and Clerical Agreement, 1988" and the "Ambulance Service of New South Wales Administration and Staff Clerical Enterprise Agreement, 1994" and all variations thereof. This provision only applies to those employees covered by this Award who were employees of the Service immediately prior to 1 July 1998.

- m. All overtime worked by casual employees shall be paid for at the appropriate overtime rate prescribed in subclause (b) of this clause, such overtime is in substitution for and not cumulative upon any shift premium prescribed in clause 12 of this Award or any loading or additional entitlement prescribed in clause 18(c) of this Award.

10. Time Off in Lieu of Overtime

- a. The parties agree that any employee who is required to work overtime outside normal rostered hours may be compensated by way of time off in lieu of overtime.
- b. This agreement is subject to the following provisos:
 - i. Time off in lieu must be taken within three months of it being accrued at ordinary rates;
 - ii. The option of taking time off in lieu is subject to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service may be permitted to take time off in lieu but employees working in other locations and settings within the Service may not;
 - iii. Employees cannot be compelled to take time off in lieu of overtime; and
 - iv. Records of time off in lieu owing to employees and taken by employees must be maintained.
- c. Where an employee is unable to take time off in lieu of overtime within three months of it being accrued the time so accrued shall be paid out at the overtime rate applicable at the time of payment.

11. Accrual of Additional Days Off (ADOs)

- a. The parties agree that employees should have the capacity to accumulate up to three (3) days additional days off duty (ADOs) as measured at any one point in time, which accrue in accordance with clause 7, Hours of Duty of this Award. This limit on the accumulation right means that any employee who has a current accumulation of three ADOs must take the fourth ADO occurring to him or her when it falls due in accordance with the roster.
- b. This agreement is subject to the following provisos:
 - i. Employees cannot be compelled to accumulate their ADOs. It is merely an option available to employees.
 - ii. This option of accumulation of ADOs is subject always to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service may be permitted to accumulate ADOs but employees working in other locations and settings within the Service may not.
 - iii. The accumulation of ADOs should be considered in those units, departments or other discrete service areas where the service needs during periods when employees are utilising their accumulated ADOs.
 - iv. Any ADOs accumulated but not taken as at the date of termination shall be paid out.
 - v. The accumulation of ADOS should not apply to employees who have elected to work a nine day fortnight in accordance with subclause (f) of clause 7, Hours of Duty.
- c. Further to the above, the parties agree that ADOs, whether accrued in accordance with clause 7, Hours of Duty, of this Award, or subclause (i) above, can be taken at a mutually convenient time to the Service and the employee.

12. Penalty Rates for Shift Work and Weekend Work

- a. Shift workers working afternoon or night shift shall be paid the following percentage in addition to the ordinary rate for such shift:

Afternoon shift -

Commencing at 10 a.m. and before 1 p.m. - 10 per cent
Commencing at 1 p.m. and before 4 p.m. - 12.5 per cent

Night shift -

Commencing at 4 p.m. and before 4 a.m. - 15 per cent
Commencing at 4 a.m. and before 6 a.m. - 10 per cent
- b. Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (a) of this clause.
- c. Casual employees who perform an afternoon or night shift will receive the shift premiums in subclause (a) of this clause in addition to their ordinary rate for such shift. The provisions of subclause (b) of this clause apply to casual employees when any shift is worked on Saturday and/or Sunday, provided that this is in substitution for and not cumulative upon the casual loading as prescribed in subclause (c)(iii) of clause 18.

For example:

- i. if working on an afternoon shift commencing after 1 p.m. -

(base hourly rate) + (10% of base hourly rate for casual loading) + (12.5% of base hourly rate for shift premium)
- ii. if working on a Saturday shift -

(base hourly rate) + (150% of base hourly rate for shift premium)

13. Promotion and Vacancies

- a. Advertisement of vacant promotional positions shall be notified throughout the Service by regular Vacancy Circulars clearly displayed on Notice Boards at all Ambulance Stations and Ambulance Workplaces.
- b. Promotion shall be on the basis of merit.
- c. The vacancy shall be filled from applications received provided that the Service can re-advertise the position if necessary.

14. Appointment of Officers

- a. All employees shall be appointed on probation for a period of six months from the date of their appointment or re-appointment to the Service.
- b. An employee engaged under this Award shall be engaged as a permanent Full Time employee, a permanent Part Time employee, a temporary Full Time employee, a temporary Part Time employee, and/or a Casual employee.
- c. Every employee will be provided with a Position Description commensurate with his or her position which he or she will be required to sign.

15. Termination of Employment

- a. Other than for casual employees, employment shall be terminated by one (1) week notice in writing by either party or by the giving or forfeiting, as the case may be, of one (1) week's wages in lieu of notice.
- b. The provisions of subclause (a) of this clause does not limit the Service's right to terminate an employee's employment without notice or payment in lieu of notice in the event of misconduct of the employee.
- c.
 - i. Employees with a credit of hours accrued towards an allocated day/s off duty shall be paid for such accrual upon termination.
 - ii. Employees with a credit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 7, Hours of Duty, of this Award, shall be paid such accrual upon termination.
 - iii. Employees with a debit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 7, Hours of Duty, of this Award, shall reimburse the Service for such accrual upon termination.

Employees with a credit of hours accrued as a result of optioning for time off in lieu of overtime in accordance with subclause (a) of clause 10, Time Off in Lieu of Overtime, of this Award shall

be paid for such accrual upon termination at the appropriate overtime rate based on the rate of pay applying at the time of termination.

- d. The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.

16. Travelling Time and Expenses

- a.
 - i. Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work, the employee shall travel to and from the alternative place of work in the Service's time for those periods in excess of time normally taken to travel to and from the employee's accustomed place of work.
 - ii. Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed by the Service.
 - iii. Where the employee is required to report to an alternative place of work and has the prior approval of the Service to travel by his or her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be the specified journey rate as prescribed from time to time by the Ministry.
- b.
 - i. Where the Service has determined that an employee should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and their representative prior to notice of changed accustomed place of work being given.
 - ii. The Service shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purposes of this subclause "reasonable notice" shall be 28 days prior to the date the employee is first required to report to the new accustomed place of work.
 - iii. Where the accustomed place of work is changed on a permanent basis by the Service, the employee shall report to the new accustomed place of work on the date.

17. Relieving Other Members of Staff

- a. Subject to the provision of subclause (b) of this clause, an employee who is called upon to relieve an employee in a higher classification continuously for five working days or more, and who satisfactorily performs the duties and assumes the responsibilities of the higher classification as required by the employer, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.
- b. The payment shall be made on the following basis:
 - i. Be paid at least the rate which would be applicable if 100% of such duties were performed on a permanent basis. Where relief is performed in a position at less than 100% the employee shall be paid a proportion equivalent to that lesser amount of relief, i.e. where 25% of the work of the position relieved is carried out, the relieving allowance shall be 25% of the difference between the rates applicable to the position.
 - ii. Higher duties allowance shall only be paid when the employee has been directed by the Service to relieve in such position.

- c. This clause shall not apply when an employee in a higher classification is absent by reason of his or her allocated day or days off duty.

18. Flexible Work Practices

- a. Permanent part-time employee
 - i. A permanent part-time employee means an employee who is permanently appointed by the Service to work a specified number of hours to a maximum of thirty-two (32) hours per week except in emergency or urgent circumstances.
 - ii. Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in clause 40, Classification Structures, of this Award a minimum payment of two (2) hours for each start.
 - iii. Other than as set out in this clause, a permanent part-time employee is entitled to the terms of employment set out in this Award, calculated on a pro-rata basis, in the same proportion as the part-time hours bear to the full-time ordinary hours.
 - iv. Employees engaged under this clause shall not be entitled to allocated days off.
 - v. All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the unit or section concerned shall be paid for at the rate of time and one-half.
 - vi. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - vii. Notwithstanding the provisions of this clause, the Service and the Union may agree in writing, to observe other conditions in order to meet special cases.
- b. Temporary employee
 - i. A temporary employee is one engaged for a set period not exceeding thirteen (13) weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than thirteen (13) weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine requirements of the Service, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.
 - ii. A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this Award, an allowance equal to 10 per centum of the rates prescribed for his or her classification by clause 40, Classification Structures, of this Award, provided that this subclause shall cease to apply upon:
 - a. the said period of engagement being extended after the said period of thirteen (13) weeks;
 - b. the employer and the employee agreeing during the said period of thirteen (13) weeks, that the employee shall be employed on a permanent part-time or full-time basis.
 - iii. For entitlement for payment in respect of annual leave, see Annual Holidays Act 1944.
- c. Casual employee
 - i. A casual employee is an employee who is engaged and paid as such but does not include a part-time or full-time work engagement. The nature of the work performed would be irregular, intermittent, urgent or short term.

- ii. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the fulltime employees employed on that shift in the station, unit or section concerned, shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - iii. Casual employees will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the appropriate classification in clause 40, Classification Structure, with a minimum payment of two hours for each start. In addition, a loading of 10% of the base hourly rate will be paid in recognition of the casual nature of the work and in lieu of all paid leave entitlements, other than long service leave in accordance with the provisions of the *Long Service Leave Act* 1955, and Annual Leave entitlements in accordance with the *Annual Holidays Act* 1944.
 - iv. Unless otherwise specified in this Award or when accessing the right to refuse work, casual employees are not entitled to paid leave (including leave prescribed in clauses 19 to 27) or unpaid leave other than unpaid parental leave as prescribed in Part 4 of the *Industrial Relations Act* 1996.
 - v. Casual employees are not entitled to time off in lieu of overtime or the accrual of additional days off (ADOs).
 - vi. Casual employees employed in one of the Services' Operations Centres will be required to undertake and successfully complete all requirements identified as such by the Service to perform the role in which they are engaged.
- d. Shift Changes
- i. Where the Service's prior consent is given to swap a shift, the employee working the shift shall record the working of that shift on his or her time sheet with payment made accordingly.
 - ii. When the shift is swapped back it shall be for the same duration as the shifts previously swapped so as to ensure each employee maintains a thirty eight (38) hours per week average.
 - iii. Where a shift is to be paid back it shall be done in the current agreed roster period or, where this is not practical, within the following agreed roster period, or in a future roster period approved by the Service.
- e. Secure Employment
- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
 - (b) Casual Conversion
 - (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
 - (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (iv) 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.
 - (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
 - (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (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.
 - (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (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.

- (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.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (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
 - (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.
 - (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) 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.
 - (e) 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.

19. Annual Leave

- a. As per the *Annual Holidays Act, 1944*, as amended from time to time.
- b. In addition to the leave provided for by subclause (a) of this clause, seven-day shift workers, (that is, shift workers who are rostered to work regularly on Sundays and Public Holidays), shall be allowed one week's leave; provided that if during the year of employment an employee has served for only portion of it as a seven-day shift worker the additional leave shall be one day for every thirty-six ordinary shifts worked as a seven-day shift worker. In this subclause, reference to one week and one day shall include holidays and non-working days.
- c. Employees entitled to the additional annual leave pursuant to subclause 19(b) above, may elect to be paid an amount equivalent to the value of their additional leave entitlement, in lieu of taking the

additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment.

- d. Except as otherwise provided in this subclause, the entitlement to the additional one week's leave shall be treated for all purposes (including termination), as an entitlement under the *Annual Holidays Act, 1944*.
- e. The Service agrees subject to at least twenty-eight (28) days prior written authorisation by the employee, to pay employees Annual Leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.

20. Annual Leave Loading

- a. The provisions of this clause do not apply to casual employees.
- b. In this clause the *Annual Holidays Act 1944*, is referred to as "The Act".
- c. Before an employee is given and takes his or her annual holidays or, where by agreement between the Service and employee the annual holidays is given and taken in more than one separate period, then before each of such separate periods, the Service shall pay the employee a loading determined in accordance with this clause. (Note: the obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (f)).
 - i. The annual leave loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this Award.
 - ii. The Service agrees subject to at least twenty-eight (28) days prior written authorisation by the employee, to pay employees Annual Leave Loading entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- d. The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this Award, or, where such a holiday is given and taken in separate periods, then in relation to each separate period. (Note: See subclause (f) as to holidays taken wholly or partly in advance).
- e. The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (f) at the rate of seventeen and one half per cent of the appropriate ordinary weekly rate of pay prescribed by this Award for the classification in which the employee was employed immediately before commencing his or her annual holiday, but shall not include any allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this Award.
- f. 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 or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (e) of this clause applying the Award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.
- g. Where an employee terminates his or her service or where and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday for which he or she became entitled, he or she shall be paid a loading calculated in accordance with subclause (d) for the period not taken.
- h. Where the employment of an employee is terminated by his or her Service for a cause other than misconduct, he or she shall be paid a loading calculated in accordance with subclause (d) for the period not taken where 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 or she became entitled.

- i. Where the employment of an employee is terminated by his or her Service for other than misconduct, he or she shall be paid a loading calculated at seventeen and one half per cent of all payment due to him or her under the *Annual Holidays Act, 1944*, where at the time of termination the employee has not become entitled to an annual holiday.

21. Public Holidays

- a.
 - i. Public holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift for not, the employee shall be paid one and one half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
 - ii. For the purposes of this clause the following shall be deemed Public Holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday for the State shall be holidays for the purpose of this Award.
 - iii. Shift workers rostered off duty on a public holiday shall:
 - a. be paid one day's pay in addition to the weekly rate; or if the employee so elects,
 - b. have one day added to his or her period of annual leave.
 - iv. The election referred to in paragraph (iii) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment..
- b.
 - i. In addition to those public holidays specified in subclause (a)(ii) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date which is agreed upon between the Union and the Service and shall be regarded for all purposes of this clause, as any other public holiday.
 - ii. The foregoing will not apply in areas where, in each year, a day in addition to the ten named public holidays specified in subclause (a)(ii) is proclaimed and observed as a public holiday for the area, and will not apply to those areas where, in each year, at least two half days, in addition to the ten named public holidays specified in subclause (a)(ii), are proclaimed and observed as half public holidays.
 - iii. Provided further, that in areas where each year, only one half day, in addition to the ten named public holidays specified in subclause (a)(ii) is proclaimed and observed as a half day holiday for the purposes of this Award, the whole day will be regarded as a public holiday and no additional public holiday which otherwise would, as a result of this subclause apply, will be observed.
- c. Special holidays proclaimed for any city or town are to be granted or equivalent payment made in lieu thereof to employees, either day workers or shift workers, employed in such towns or cities. Equivalent payment means double time and one half.

Where a shift workers rostered day off falls due on such day, he or she shall be paid, in addition to their appropriate rate of pay, an extra day or half-days pay at ordinary rates whichever is applicable.
- d. All time required to be worked by a casual employee on a public holiday shall be paid for at double time and a half, such rate is in substitution for and not cumulative upon any shift premium prescribed in clause 12 of this Award or any loading or additional entitlement prescribed in clause 18(c) of this Award. The provisions of subclause (a) to (c) of this clause shall not apply to casual employees.

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

Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements. The provisions of this clause do not apply to casual employees. Casual employee entitlements are as prescribed subclause 4.4 in the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

A. FACS Leave

(a) FACS Leave - General

- (i) For the purpose of this clause relating to FACS leave: "relative" means a person related by blood, marriage or affinity;

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

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

- (ii) A manager may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (iii) FACS leave replaces compassionate leave.

- (iv) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the Chief Executive Officer or authorised delegate approves the grant of leave in the particular case.

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

(b) FACS Leave - entitlement

- (i) The maximum amount of FACS leave on full pay that may be granted to an employee is:

- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

- (ii) For the purposes of calculating entitlements under (b)(i)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours. For shift workers the rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

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

Example B: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

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

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

- (c) Additional FACS leave for bereavement purposes

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

- (d) Use of other leave entitlements

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

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

B. Personal/Carer's Leave

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

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

- (i) a spouse of the employee; or
- (ii) 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
- (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 employee or spouse or de facto spouse of the employee; or

- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

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

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

(b) Use of sick leave to care for the person concerned - entitlement

- (i) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (a) of Part B of this clause.
- (ii) Other than an employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (ii) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (iv) A manager may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (iii) above.
- (v) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (vi) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (vii) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (viii) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (ix) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(c) Use of other leave entitlements

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

- (i) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
 - (ii) long service leave; or
 - (iii) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (a) of Part B of this clause.
- (d) Time off in lieu of payment of overtime
- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (ii) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (iii) If, having elected to take time as leave in accordance with (d)(i) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (iv) Where no election is made in accordance with paragraph (d)(i) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.
- (e) Use of make-up time
- (i) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 7 and 8 of this Award, at the ordinary rate of pay.
 - (ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

23. Maternity, Adoption and Parental Leave

This clause is to be read in conjunction with Section 5 of the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service and the Service's Maternity Leave Operating procedure PRO2018-002, as amended or replaced from time to time.

A. Maternity Leave

- (a) Eligibility for Paid Maternity Leave
 - (i) Full time employees

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

(ii) Permanent part-time employees

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

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

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

(b) Entitlements to Paid Maternity Leave

(i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.

(ii) Paid maternity leave may be paid: on a normal fortnightly basis; or in advance in a lump sum; or

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

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

(iii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(c) Entitlements to Unpaid Maternity Leave

(i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.

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

(d) Applications for Maternity Leave

(i) An employee who intends to proceed on maternity leave should formally notify their manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:

- (1) The intention to proceed on maternity leave;
- (2) The expected date of birth certified by a medical practitioner;
- (3) The period of leave to be taken;
- (4) The date on which maternity leave is to commence;

- (5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought.
- (6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at subclause (a)(i) of Part D of this clause.

(e) Applications for Further Maternity Leave

- (i) Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.
- (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (c)(i) of Part A of this clause or subclause (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).
- (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (a)(iii) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.
- (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

(f) Variations of Maternity Leave

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

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

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

(g) Staffing Provisions

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

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

- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period

of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the employee has completed ten years' service and the period of unpaid maternity leave is less than six months).

- (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
 - (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.
 - (iv) When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.
 - (v) Except in the case of employees who have completed ten (10) years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) years' service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.
 - (vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, i.e. public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.
- (i) **Illness Associated with Pregnancy**
- (i) If, because of an illness associated with her pregnancy, an employee is unable to continue to work, then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take any sick leave without pay.
 - (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.
- (j) **Effect of Premature Birth on Payment of Maternity Leave** An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.
- (k) **Stillbirth**
- In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave or maternity leave, subject to production of a medical certificate. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (l) **Miscarriage**
- In the event of a miscarriage, any absence from work is to be covered by the current sick leave provisions.
- (m) **Fitness to Continue Working During Pregnancy and Alternative Work**
- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to

continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.

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

(n) Right to Return to Previous Position

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

(o) Portability of Service for Paid Maternity Leave

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

service was on a full time or permanent part time (as specified) basis;

cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

the employee commences duty with the new employer on the next working day after ceasing employment with the former employer. (There may be a break in service of up to 2 months before commencing duty with the new employer, provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

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

B. Adoption Leave

(a) Eligibility for Adoption Leave

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

Full time employees

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

Permanent part-time employees

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

- (iii) An employee who has once met conditions for paid adoption leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid adoption leave, unless:
 - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements

(i) Paid Adoption Leave

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

Paid adoption leave may be paid:

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

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

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

(ii) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

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

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

(c) Applications for Adoption Leave

- (i) Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave, normally 8 weeks prior. This will allow arrangements associated with the adoption leave to be made.
- (ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/ employee is to have custody and the expected date of placement of the child.

- (d) Applications for Further Adoption Leave
Same provisions as maternity leave.
- (e) Variations of Adoption Leave
Same provisions as maternity leave.
- (f) Staffing Provisions
Same provisions as maternity leave.
- (g) Effect of Adoption Leave on Accrual of Leave, Increments, etc.
Same provisions as maternity leave.
- (h) Right to Return to Previous Position
Same provisions as maternity leave.
- (i) Portability of Service for Paid Adoption Leave
Same provisions as maternity leave.

C. Parental Leave

- (a) Eligibility for Parental Leave
 - (i) Full time employees

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

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.
 - (iii) An employee who has once met conditions for parental leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of parental leave, unless:
 - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.
- (b) Entitlements

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

- (i) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave).
- (ii) the entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (iii) a further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).
- (iv) extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at subclause (a)(i) of Part D of this clause.

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

(c) Applications for Parental Leave

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

if applicable, the period of any maternity leave sought or taken by his spouse, and

that they are seeking the period of extended parental leave to become the primary caregiver of the child.

(d) Variations of Parental Leave

Same provisions as maternity leave.

(e) Staffing Provisions

Same provisions as maternity leave.

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

Same provisions as maternity leave.

(g) Right to Return to Previous Position

Same provisions as maternity leave.

(h) Portability of Service for Paid Parental Leave

Same provisions as maternity leave.

D. Right To Request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

(c) The employee's request and the employer's decision made under subclauses (a)(ii) and (iii) of this Part must be recorded in writing.

(d) Where an employee wishes to make a request under subclause (a)(iii) of this Part:

- (i) the employee is to make an application for leave without pay to reduce their full time weekly hours of work;
- (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given
- (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours, that is for long service leave the period of service is to be converted to the full time equivalent and accredited accordingly.

E. Communication During Leave

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

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to request to return to work on a part time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (a) of this Part.

24. Study Leave

Employees shall be granted Study Leave on such terms and conditions prescribed in Section 6 of the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

25. Trade Union Leave

Employees shall be granted Trade Union Leave on such terms and conditions prescribed in Section 14 of the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

26. Long Service Leave

- (a) Employees, other than service as a Casual Employee, shall be granted long service leave on such terms and conditions as may be applicable from time to time to employees employed under the provisions of the *Government Sector Employment Act 2013*, as amended or replaced from time to time, and the regulations made thereunder. This includes the taking of long service leave on half pay.
- (b) Casual Employees (including any service as a Casual Employee) shall be granted long service leave on such terms and conditions as may be applicable from time to time under the provisions of the *Long Service Leave Act 1955*, as amended or replaced from time to time.
- (c) Where an employee has accrued a right to an allocated day of duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

27. Sick Leave

- (a) Full-time employees shall, subject to the production of a medical certificate or other evidence satisfactory to the Service (which may include a statutory declaration) be entitled to sick leave as follows:
 - (i) For service prior to 1 July 1985, five (5) days sick leave during the first year of service and eight (8) days' sick leave for the second and subsequent years of service, and
 - (ii) For service from 1 July 1985, ten (10) days sick leave during each year of service, provided that any employee employed prior to 1 July 1985 shall not be entitled to accrue sick leave at the rate referred to in this paragraph until the employee's first anniversary date on or after 1 July 1985.
 - (iii) All sick leave referred to in this subclause shall be granted on full pay.
 - (iv) Each day of sick leave shall be equal to the number of hours an employee works in a normal rostered shift. This subclause shall only apply to Operations Centre Communications Assistants.
- (b) An employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four (4) hours but in any case no less than one (1) hour before the commencement time of duty and inform the Service as far as possible the estimated duration of same.

- (c) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Service until the employee completes such three months of employment at which time the payment shall be made.
- (d) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers compensation; provided, however, that the Service shall pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers compensation, and full pay. If the Service pays such difference, the employee's sick leave entitlement under this clause shall be proportionately reduced for each week during which such difference is paid.
- (e) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year.
- (f) Permanent part-time employees shall, subject to the provisions of this clause, be entitled to proportionate amount of sick leave. The amount of sick leave to which a permanent part-time employee is entitled in any year shall bear the same ratio to sick leave prescribed during that year of service for full-time employees; as permanent part-time employee's normal ordinary hours of work for a week during such year would be borne to full-time employee's normal weekly hours of work.
- (g) Service before the date of this Award shall be counted for the purpose of assessing the annual sick leave entitlement but accumulated leave at the credit of the employee at the commencement of this Award will not be increased or reduced by the operation of this clause.
- (h) If an agreed holiday occurs during an employee's absence on sick leave then such agreed holiday shall not be counted as sick leave.

28. Climatic and Isolation Allowance

- (a) Subject to sub-clause (b) of this clause, employees attached to Ambulance Workplaces situated upon or to the West of a line drawn as herein specified, shall be paid the allowance specified in clause 41, Climatic and Isolation Allowance, of this Award in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

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

- (b) Employees attached to Ambulance Workplaces situated upon or to the West of a line drawn as herein specified shall be paid an allowance specified in clause 41, Climatic and Isolation Allowance, of this Award, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

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

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

29. Benefits Not to be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in this Award shall, in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

30. Payment and Particulars of Wages

- (a) Wages shall be paid fortnightly by electronic transfer.

- (b) On each pay day, employees shall be furnished with a statement showing the gross amount of ordinary wages and overtime together with separate details of all deductions.
- (c) Overtime and penalty rates shall be paid within one week from the pay day succeeding the day or days on which such overtime or penalty rates were worked.
- (d) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee except where agreement as to another method of payment has been reached between the Union and the Service due to the isolation of a workplace. Salaries shall be deposited by the Service in sufficient time to ensure that wages are available for withdrawal no later than pay day provided that this requirement shall not apply where employees nominate accounts of non-bank financial institutions which lack the technological or other facilities to process salary deposits within twenty four (24) hours of the Service making their deposits with such financial institutions but in such cases the Service shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- (e) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
 - (i) Underpayment
 - (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
 - (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
 - (ii) Overpayment
 - (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
 - (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
 - (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (ii)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
 - (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (ii)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

31. Issues Resolution

- (a) The parties must:
 - (i) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Service and individual employees; and
 - (ii) abide by the procedures set out in this clause to resolve any issue which might arise; and
 - (iii) place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
 - (i) the interpretation, application or operation of this Award; or
 - (ii) any allegation of discrimination in employment within the meaning of the *Anti Discrimination Act 1977* which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of the employee(s).
- (d) If the issue is not resolved within a reasonable time it must be referred by the employee(s) immediate supervisor to his or her supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days
- (e) If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the Chief Executive Officer (and/or his or her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, either party may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission for its assistance in resolving the issue.
- (g) The parties agree that during these procedures normal work will continue and there will be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (h) Throughout all the stages of these procedures adequate records must be kept of all discussions.
- (i) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

32. Union Subscriptions

The Service agrees, subject to prior written authorisation by the employee, to deduct Union Subscriptions from the pay of the authorising employee.

33. Union Noticeboards

Each Workplace shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.

34. Anti-Discrimination

- (a) It is the intention of the parties bound by this Award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the issues 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, has a direct or in direct discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

35. Reasonable Hours

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

36. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 6, Wages, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 37, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the wages clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act, 1906*;
 - (b) the *Superannuation Act, 1916*;
 - (c) the *State Authorities Superannuation Act, 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (e) the *First State Superannuation Act, 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 6, Wages, of the award to the same extent as applied before the employee sacrificed that amount of salary to

superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

37. Salary Packaging

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

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in clause 6, Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the NSW Health Policy Directive PD2018_044 Salary Packaging.
7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.

8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
9. The employer and the employee shall comply with the procedures set out in the NSW Health Policy Directive PD2018_044 Salary Packaging, as amended or replaced from time to time.

38. No Extra Claims

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

39. Area, Incidence and Duration

- a. This Award takes effect from 1 July 2019 and shall remain in force for a period of one year. The wage rates as outlined in Part B, clause 40, Classification Structure, will apply from the first full pay period on or after 1 July 2019.
- b. This Award replaces and rescinds the Ambulance Service of New South Wales Administrative and Clerical Employees (State) Award published 5 July 2019 (384 I.G. 585) and all variations thereof.
- c. This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes.

PART B

40. Classification Structure

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Classification	Rates from ffppoa 01/07/2019 (2.5%) Per Week
Administrative Assistants	
Junior	
At 16 Years	701.19
At 17 Years	732.27
Grade 1	
1st Year	785.33
2nd Year	802.27
3rd Year	822.76
4th Year	858.78
5th Year and Thereafter	888.93
Grade 2	
1st Year	921.40
2nd Year	942.84
3rd Year	958.08
4th Year and Thereafter	980.13
Grade 3	
1st Year	998.31
2nd Year	1,024.58
3rd Year	1,067.86

4th Year and Thereafter	1,091.07
Grade 4	
1st Year	1,115.65
2nd Year	1,139.08
3rd Year	1,163.24
4th Year and Thereafter	1,187.64
Senior	
Grade 1	
1st Year	1,210.74
2nd Year and Thereafter	1,240.17
Grade 2	
1st Year	1,277.79
2nd Year and Thereafter	1,309.50
Grade 3	
1st Year	1,352.89
2nd Year and Thereafter	1,386.52
Pay Clerks	
Grade 3/4	
1st Year	1,142.97
2nd Year and Thereafter	1,242.25
Senior	
1st Year and Thereafter	1,309.50
Administrative Officer	
Grade 1	
1st Year	1,437.89
2nd Year and Thereafter	1,476.76
Grade 2	
1st Year	1,501.04
2nd Year and Thereafter	1,541.06
Grade 3	
1st Year	1,590.54
2nd Year and Thereafter	1,639.61
Senior	
Grade 1	
1st Year	1,705.17
2nd Year and Thereafter	1,754.77
Grade 2	
1st Year	1,809.49
2nd Year and Thereafter	1,864.24
Computer Operator	
Grade 1	
1st Year	941.56
2nd Year	965.53
3rd Year	1,002.93
4th Year and Thereafter	1,028.15
Grade 2	
1st Year	1,036.24
2nd Year	1,100.20
3rd Year and Thereafter	1,138.33
Computer Programmer	
1st Year	1,350.16
2nd Year	1,434.94
3rd Year	1,586.45
4th Year and Thereafter	1,701.90

Operations Centre Communications Assistants	
Trainee	1,100.20
1st Year	1,172.40
2nd Year	1,198.13
3rd Year	1,223.14
4th Year and Thereafter	1,249.19
Operations Centre Assistant Supervisor	
1st Year	1,189.09
2nd Year	1,214.32
3rd Year	1,239.95
4th Year and Thereafter	1,265.57
Operations Centre Senior Supervisor	
1st Year	1,290.38
2nd Year and Thereafter	1,322.13
Quality Support Coordinator	
1st Year	1,590.54
2nd Year and Thereafter	1,639.61

41. Climatic and Isolation Allowance

Clause	Allowance Description	Rate from ffppoa 01/07/2019 Per Week \$
28(a)	Climatic and Isolation Allowance - Time and Half Zone	4.86
28(b)	Climatic and Isolation Allowance - Double Zone	9.73

P. M. KITE, *Chief Commissioner*

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CROWN EMPLOYEES (DEPARTMENTAL OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 127471 of 2019)

Before Chief Commissioner Kite

19 September 2019

REVIEWED AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Parties to the Award
2.	Intention/Aims of the Award
3.	Definitions
4.	Classification and Salary Rates
5.	Preservation of Conditions for Staff Employed Under Previous Awards
6.	Job Evaluation
7.	Qualifications Review Committee
8.	Working Hours and Arrangements
9.	Conditions of Employment
10.	Training
11.	Use of Consultants and Contractors
12.	Employee Assistance Program
13.	Anti-Discrimination
14.	Grievance and Dispute Procedures under this Award
15.	Saving of Rights
16.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Departmental Officer Salary Rates - Classification and Grades

1. Parties to the Award

The parties to this Award are:

Industrial Relations Secretary, the Department of Planning, Industry and Environment and the Department of Customer Service; and

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

This Award shall be binding upon all parties defined herein.

2. Intention/Aims of the Award

This Award provides a framework for management and employees to work together to ensure the ongoing high-level achievement of the Department's Mission and Objectives. Within this context the parties are committed to the development of a highly motivated, suitably skilled and productive workforce.

The parties will work collaboratively to ensure that the Department's workforce has and continues to have the necessary skills, knowledge, capabilities and attributes to maintain and enhance its credibility, expertise and standing.

Effective workforce development and succession development are seen as critical to the Department's future performance and its ability to innovate, respond positively to changes in its operating environment and avail itself of future business opportunities. The Award therefore focuses not only on the revision of conditions of employment, but stresses workforce management and development. It is based on maintaining, improving, developing and rewarding the skills, knowledge, capabilities and attributes required of its workforce and provides a commitment to ongoing employment.

In providing more flexible working conditions for employees, the Award also recognises the need to accommodate work and family issues through flexible working arrangements.

The parties recognise the need to strive to achieve best practice in human resource management and to resolve any issues that may currently exist preventing effective workforce management, employee development and the ability to utilise skills. To this end the parties agree to work, during the life of the Award, towards:

- The creation of a culture which acknowledges the importance and fosters the development of technical, managerial and business skills; together with a progressive outlook;
- Organisation and classification structures that support the business needs of the Department in the most effective way, provide for appropriate managerial and specialist career paths and allow for innovative opportunities in development and multi-skilling;
- Training and development programs and activities aimed at meeting corporate requirements and priorities as well as individual job and career development needs, (with the support of senior management);
- Equitable development of employees to be achieved by managers conducting performance reviews and offering guidance and direction regarding training and development initiatives. This aims to: facilitate improved on the job performance; provide greater job promotion potential, and prepare for future challenges and opportunities from both the domestic and international environments;
- Senior management supporting managers and employees working co-operatively together to resolve issues that prevent workforce development and to identify opportunities for continuous improvement in departmental operations;
- Development and maintenance of open communication between all levels of the workforce and improvement in communication skills across the organisation;
- Ongoing improvements in safety, quality service and efficiency; and
- A workplace environment that is supportive of management and employees maximising their contribution to the business of the Department.

3. Definitions

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

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

"Department" means the Department of Planning, Industry and Environment and the Department of Customer Service Customer Service, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.

"Departmental Officer" means employees in the Land & Property Information Division of the Department of Customer Service and employees who were formerly part of the Land and Property Management Authority in accordance with Clause 20 of the Public Sector Employment and Management (Departments) Order 2011, who are now employed in the Department of Planning, Industry and Environment.

"Employee" means a person employed in ongoing, term, temporary, casual or other employment, or on secondment, in a Public Service agency under the provisions of the *Government Sector Employment Act 2013*, who is assigned to a role classified under this award and includes an employee on probation, but does not include the Secretary, statutory appointees or Public Service senior executive as defined in the Act.

"Grade/Level" means a single grade: General Scale; Grade 1-2; Grade 3-4; Grade 5-6; Grade 7-8; Grade 9-10; Grade 11; Grade 12; as set out in Table 1 Departmental Officer Salary Rates and applied to roles created in terms of the *Government Sector Employment Act 2013* and evaluated in accordance with the Department's approved Job Evaluation system and the conditions of this Award.

"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.

"Public Service" means the Public Service of New South Wales, as defined in the *Government Sector Employment Act 2013*.

"Role" means a role as defined in section 3 of the *Government Sector Employment Act 2013*.

"Secretary" means the appropriate Secretary of the Department of Planning, Industry and Environment or the Department of Customer Service.

"Service" means continuous service for salary purposes.

4. Classification and Salary Rates

- 4.1 The classification under this Award is titled "Departmental Officer", e.g. Senior Surveyor, Departmental Officer Grade.
- 4.2 The salary rates are set out in Table 1 - Departmental Officer Salary Rates - Classification and Grades, of Part B Monetary Rates. The rates of pay are set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award or any variation or replacement award.

5. Preservation of Conditions for Staff Employed under Previous Awards

- 5.1 Preservation Rights: A Memorandum of Understanding regarding progression rights of PSA members was agreed in conjunction with the former Crown Employees (NSW Department of Lands - Conditions of Employment) Award 2004 published 2 September 2005 (353 I.G. 542), which took effect from 22 February 2005.
- 5.2 Lands Officers

Employees previously employed under the Crown Employees (Lands Officers - Department of Land and Water Conservation and Department of Information Technology and Management 1999) Award published 23 June 2000 (316 I.G. 728) transferred to this award; however, employees who transferred to levels of General Scale, Grade 1-2 and Grade 3-4 shall be entitled to progress, subject to satisfactory performance, on an annual incremental basis in accordance with the prior award, to the equivalent salary of Lands Officer Level 3 year 2.

Lands Officers Level 4 transferred to this award. Any structural anomalies within Administrative and Clerical Officers Grade 5/6 created by the transition will be addressed in any new structure developed to meet the future business objectives of the Department.

5.3 Employees with a substantive salary equivalent to Grade 11 who occupy roles presently graded at A&C 11/12 or DITM Officer Grade 11/12

Employees previously employed under the Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award published 23 April 2004 (344 I.G. 155) or the Crown Employees (NSW Department of Information Technology and Management) Conditions of Employment Award 2002 published 12 March 2004 (343 I.G. 628), with a substantive salary equivalent of A&C Grade 11, year 1 or year 2, and currently occupying ongoing roles of Grade 11/12 shall be entitled to progress, subject to satisfactory performance, on an annual incremental basis, to the equivalent salary of Clerk Grade 12, year 2.

5.4 Surveyors

Employees previously employed under the Surveyors, Trigonometrical and Cartographic Surveyors Agreement No. 2449 of 1982 transferred to this award (except that the progression barrier for registration requiring a Surveyor to become registered in terms of Section 10 of the *Surveyors Act*, 1929 are to be included in Role Descriptions where it would be a requirement to carry out the accountabilities of roles). Preservation of rights to progression under the prior award applies to Surveyors employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

5.5 Valuers

Employees previously employed under the Crown Employees (Regional Directors and Valuers - All Classes - Valuer General's Office, Department of Information Technology and Management) Award published 28 April 2000 (315 I.G. 238) transferred to this award. Preservation rights to progression under the prior award apply to Valuers employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

5.6 DITM Employees

Employees previously employed under the Crown Employees (NSW Department of Information Technology and Management) Conditions of Employment Award 2002 published 12 March 2004 (343 IG 628) transferred to this award. Preservation rights to progression under the prior award apply to DITM Officers employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

5.7 Clerks

Employees previously employed under the Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award published 23 April 2004 (344 I.G. 155) transferred to this award. Preservation rights to progression under the prior award will apply to Clerks employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

5.8 Clerical Officers

Employees previously employed under the Clerical Officers All Departments Agreement No 2515 of 1988 transferred to this award.

5.9 Field Hands and Instrument Man

Employees previously employed under the Surveyors' Field Hands (State) Award published 23 November 2001 (329 IG 889) became permanent officers upon commencement of this Award on 22 February 2005 and classified as Departmental Officers and transferred to this award at their current salary. The grading of their jobs will then be determined in accordance with the outcome of job evaluation.

6. Job Evaluation

- 6.1 The job evaluation system agreed by the parties to this award is the Mercer CED Job Evaluation System. The systematic and objective process of assessing the work value of roles within the Department will continue to be applied utilising the approved Job Evaluation policy and procedures.
- 6.2 The Job Evaluation Committee will comprise the Department's human resources Director as chair, a senior manager of the human resources area and two PSA representatives. The Job Evaluation Committee will identify those roles that should be evaluated.
- 6.3 The priority in which roles are to be evaluated will be determined by agreement between Management, the Job Evaluation Committee, and the PSA. Highest priority will be given to areas of the Department where the greatest benefit to employees in terms of equity will result. Evaluation of identified roles will be completed within 12 months.
- 6.4 Job Evaluation will be managed by the human resources area of the Department. Staff members and consultants participating in the job evaluation process will be accredited in the Mercer C E D Job Analysis and Job Evaluation process. Where required, Mercer Human Resource Consulting (Cullen Egan Dell CED consultants), a management representative and a PSA representative will perform a quality control check on Role Descriptions to ensure consistency in format and content.
- 6.5 Job evaluation allowance: Where an existing role has been incorporated into a new or revised organisation structure and the work hasn't changed substantially but job evaluation indicates a higher salary level for the same work, and the current occupant is performing satisfactorily in the role, the current occupant of the role may be paid by way of Job Evaluation allowance. Payment by way of Job Evaluation allowance is also subject to the existing occupant of the role having been assigned following a process of competitive merit selection. Where the work has changed substantially, or the role falls vacant the role should be filled by comparative assessment. Payment of a Job Evaluation allowance is an option available for consideration in light of the particular circumstances. The allowance is subject to approval of the appropriate Secretary on a case-by-case basis, as set out in Premier's Department Circulars No. 97-35 and 98-50, implementation of job evaluation outcomes.
- 6.6 All anomalies with the outcomes of job evaluation will be referred for resolution to the Transition Committee established under clause 5, of this award.

7. Qualifications Review Committee

- 7.1 A Qualifications Review Committee shall be convened and shall include representatives from management, unions and employees with expertise in the area of qualification. Such representation shall consist of two management representatives, two union nominees and may call on employees or external advisers with expertise in the area of the qualification being discussed. The Committee shall be constituted for the period of this award for the purpose of making recommendations to the Secretary.
- 7.2 The Committee shall from time to time sit to determine the appropriate skills and qualifications required for given roles within the Department. The Committee shall from time to time also consider the current status of qualifications that are used in this award in relation to the various levels of Departmental Officers as set out in the award. If agreement cannot be reached in this committee, the appropriate Secretary will facilitate a resolution.

8. Working Hours and Arrangements

The provisions of the appropriate Flexible Working Hours Agreement will apply to the employees of the Department.

9. Conditions of Employment

Employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, *Government Sector*

Employment Rules 2014, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2019) Award or any awards replacing these awards.

10. Training

The parties agree that all employees shall be provided with opportunities for career, professional and personal development. The joint aim is to develop a highly skilled and efficient workforce and to ensure that all employees are sufficiently skilled to meet the present and future needs of the Department.

The Department's commitment to training and development will include (but will not be limited to):

- The reimbursement of course fees for employees undertaking tertiary or vocational studies shall be 100% on successful completion where the study relates directly to the role occupied. Where a Manager considers that the study does not relate directly to the role but will be beneficial to the organisation, and so approves, reimbursement of fees, upon successful completion, may be within the range of 50% to 100%. The appropriate Secretary or their delegate will determine any appeal relating to decisions concerning payment of course fees;
- A commitment to the provision of external training programs;
- Implementation of a Performance Development Program;
- The provision of training and re-training wherever re-organisation creates new skill requirements;
- Equipping all employees with skills and ability to enable them to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;
- Providing training in information technology to enable employees to use the technological tools required to perform their duties;
- Providing the training needed to ensure that those employees, whose performance has been identified as requiring improvement have every opportunity to improve their performance;
- Equity of access to training and development opportunities for all employees, including part time employees;
- Dependent care assistance (dependant care, by way of payment, may be provided to enable employees with dependant responsibilities to pursue training and development opportunities).

During the life of this award, the Department agrees to examine and implement various options to facilitate skill enhancement and career development for all employees. These options may include:

- Job rotation;
- Secondments;
- Participation in work forums;
- Placements in other organisations with the agreement of the employee;
- Mentor and coaching programs;
- Attendance at conferences and seminars;
- Employees exchange programs with the agreement of the employee.

In order to meet these aims, the following have been agreed by the parties:

- A commitment to updating skill profiles from the Training Needs Analysis process to assist employees and management to determine appropriate training needs;
- To include employees training and development responsibilities in the key accountabilities of all managers and supervisors;
- Individual employees will assume personal responsibility to participate in appropriate training and development and skill-enhancing activities.

Furthermore, the parties agree to an ongoing commitment to the Vocational Education and Training (VET) system - that is, the promotion and implementation of the Public Sector training package through the NSW Public Sector Industry Training Advisory Body (NSW PSITAB).

This includes embracing the development of a National Competencies training project encompassing:

- An increase in the number of workplace trainers and assessors within the Department;
- Time for trainers and assessors to recognise the current competencies held by Departmental Officers;
- All in-house training to be in line with National Competency Standards so employees can work toward a nationally recognised public sector qualification.

11. Use of Consultants and Contractors

In line with Government commitments, the parties agree to develop programs to reduce the use of consultants/contractors by greater reliance on the expertise of professional public servants and the development of strict quality control procedures for the engagement of outside assistance.

The Department agrees to consult with the Association on engagement and use of consultants and contractors

12. Employee Assistance Program

The Department will continue to make available to all its employees a free and confidential Employee Assistance Program.

The Employee Assistance Program is an independent and confidential counselling service which provides counselling free of charge for a wide range of personal and/or work related problems.

13. Anti-Discrimination

13.1 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.

13.2 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.

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:

- (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.
- 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.
- (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."

14. Grievance and Dispute Procedures under this Award

- 14.1 All grievances disputes or difficulties 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 to higher levels of authority in the Department, if required.
- 14.2 Employees are required to notify (in writing or otherwise) 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.
- 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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the appropriate Secretary or delegate.
- 14.4 The immediate supervisor, manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within seven (7) days of the matter being brought to attention.
- 14.5 If the matter is unresolved with the immediate supervisor or manager, the employee may request to meet with the appropriate person at the next level of management in order to review the matter. This employee shall respond within seven (7) days. If there are matters or issues that still remain unresolved by both parties then they should be referred to the senior manager of the work area who should include a representative from the human resources area in discussions.
- 14.6 In the event that the matter remains unresolved, the appropriate Secretary shall provide a written response within 21 days to the employee and any other party involved in the grievance, dispute or difficulty, concerning the action to be taken, or the reasons for not taking action, in relation to the matter.
- 14.7 An employee who is a member of an Association may request to be represented by an Association representative at any stage of the procedures.
- 14.8 The employee or Association on his/her behalf, or the appropriate Secretary, 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 and/or Association and/or the appropriate Secretary shall agree to be bound by a lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the grievance, dispute or difficulty.
- 14.10 Whilst the procedures are being followed, normal work undertaken prior to the notification of the grievance or dispute shall continue, except in the case of a dispute involving Work, Health and Safety. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any employee, or member of the public.
- 14.11 These procedures should be read in conjunction with the Department's Grievance Resolution Policy and Procedures and in no way diminish Grievance resolution procedures contained in that policy.

15. Saving of Rights

At the time of making this award, no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or reduction in his or her conditions of employment as a consequence of making this award.

16. Area, Incidence and Duration

- 16.1 The award shall apply to all employees employed in the classification of Departmental Officer in the Department of Planning, Industry and Environment and the Department of Customer Service.
- 16.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Departmental Officers) Award published 21 October 2016 (380 I.G.981), as varied.
- 16.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 19 September 2019.
- 16.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Departmental Officer Salary Rates

Rates are effective from the beginning of the first full pay period (ffppoa) to commence on or after 1 July 2019.

Departmental Officer			
Classifications and Grades		Existing rates	Rates from
		at 30.06.19 2.50% Per annum \$	ffppoa 1.07.19 2.50% Per annum \$
General Scale	Year 1	36,912	37,835
	Year 2	44,646	45,762
	Year 3	48,119	49,322
	Year 4	49,431	50,667
	Year 5	51,522	52,810
	Year 6	52,456	53,767
	Year 7	53,758	55,102
	Year 8	55,747	57,141
	Year 9	57,767	59,211
	Year 10	59,901	61,399

Grade 1-2 (Level 1)	Year 1	63,199	64,779
	Year 2	65,056	66,682
	Year 3	66,871	68,543
	Year 4	68,707	70,425
Grade 3-4 (Level 2)	Year 1	70,652	72,418
	Year 2	72,783	74,603
	Year 3	75,055	76,931
	Year 4	77,363	79,297
Grade 5-6 (Level 3)	Year 1	83,403	85,488
	Year 2	86,033	88,184
	Year 3	89,406	91,641
	Year 4	92,026	94,327
Grade 7-8 (Level 4)	Year 1	94,782	97,152
	Year 2	97,616	100,056
	Year 3	101,684	104,226
	Year 4	104,918	107,541
Grade 9-10 (Level 5)	Year 1	108,044	110,745
	Year 2	111,082	113,859
	Year 3	115,617	118,507
	Year 4	119,061	122,038
Grade 11 (Level 6)	Year 1	124,965	128,089
	Year 2	130,262	133,519
Grade 12 (Level 7)	Year 1	138,421	141,882
	Year 2	144,521	148,134

P. M. KITE, *Chief Commissioner*

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CROWN EMPLOYEES (OFFICE OF SPORT - CATERING OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 19/134067)

Before Chief Commissioner Kite

19 September 2019

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Temporary and Casual Employees
5.	Salaries
5A.	Calculation of Service
6.	Apprentices
7.	School Based Apprentices
8.	Hours of Duty
9.	Overtime
10.	Leave
11.	Weekends and Public Holidays
12.	Higher Duties Allowance
13.	Public Service Holiday
14.	Annual Leave Loading
15.	Utilisation of Staff
16.	Uniforms
17.	Grievance and Dispute Settling Procedures
18.	Consultative Committee
19.	Anti-Discrimination
20.	Area, Incidence and Duration

Appendix 1 – Competencies

Appendix 2 - Centre and Academy Locations

PART A

1. Title

1.1 This award shall be known as the Crown Employees (Office of Sport - Catering Officers) Award.

2. Definitions

2.1 "Academy" refers specifically to the Sport and Recreation Centre at Narrabeen and the Sport and Recreation Centre at Jindabyne, the locations of which are provided at Appendix 2.

2.2 "Agency" means the Office of Sport

- 2.3 "Agency -Head" means the Chief Executive of the Office of Sport
- 2.4 "Centre" means an Agency residential establishment or site as listed at Appendix 2 where instruction is provided in outdoor education, sport and recreation for all members of the community. It also includes any place designated as part of, or as an annex to, such an establishment.
- 2.5 "Centre Manager" means a person occupying a role of Centre Manager within a Centre or Academy.
- 2.6 "Chief Executive - means the Chief Executive of the Office of Sport"
- 2.7 "Employee" means and includes all persons permanently or temporarily employed under the provisions of the Government Sector Employment Act 2013 and who as at the operative date of this award were occupying one of the positions covered by this award, or who, after that date, are appointed to or employed in any of such positions.
- 2.8 "Executive Director" means the Executive Director, Sport and Recreation Services.
- 2.9 "Industrial Relations Secretary" has the same meaning as in the *Government Sector Employment Act 2013*.
- 2.10 "Service" means continuous service with the Agency in a position covered by the award.
- 2.11 "Split Shift" means a shift whereby the rostered hours are performed over 2 separate periods, within a maximum span of 15 hours.
- 2.12 "Union" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.

3. Parties

- 3.1 This award has been made between the following parties:

Industrial Relations Secretary

Office of Sport

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

4. Temporary and Casual Employees

- 4.1 A temporary employee is an employee engaged as a Catering Officer or Senior Catering Officer, consistent with Section 43 (1) (b) of the *Government Sector Employment Act 2013*.
- 4.2 A temporary employee may be employed for a regular fixed period.
- 4.3 Temporary employees employed under subclause 4.1 shall receive a salary commensurate with the individual's level of knowledge and experience as determined by the Centre Manager in accordance with the rates provided in the Crown Employees (Public Sector - Salaries 2019) Award.
- 4.4 A casual employee is an employee engaged as a Catering Officer or Senior Catering Officer, consistent with Section 43 (1) (c) of the *Government Sector Employment Act 2013*.
- 4.5 A casual employee may be employed on an hourly basis to meet specific short term needs consistent with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- 4.6 Casual employees shall receive an hourly rate commensurate with the individual's level of knowledge and experience as determined by the Centre Manager in accordance with the salaries provided for in the

Crown Employees (Public Sector - Salaries 2019) Award and receive a loading of 15 per cent on top of the ordinary hourly rate.

5. Salaries

5.1 Salary rates applicable to employees shall be payable in accordance with the Crown Employees (Public Sector - Salaries 2019) Award. The level of salary at which an employee is to be remunerated shall be determined in accordance with the criteria set out at subclause 5.3 of this clause.

5.2 This award is listed in Schedule A of the Crown Employees (Public Sector – Salaries 2019) Award and salaries and allowances payable to employees shall be in accordance with that award or any award replacing it.

5.3 The salary level applicable to an employee shall be determined in the following manner:

5.3.1 Catering Officers Levels 1 to 3 - The applicable salary will be determined by the Centre Manager in consultation with the Senior Catering Officer, as outlined in subclause 5.9 of this clause, and will be based on the employee meeting the required competencies for the level as defined at Appendix 1.

Level 4 payable is to:

- (a) Qualified employees who are competent to Level 3; and
- (b) Employees at Berry Centre who are competent to Level 3 who were remunerated at Level 4 immediately before 22 August 2019.

5.3.2 Senior Catering Officers must be competent in all facets of catering, responsible for the oversighting and operation of the catering facilities within a Centre/Academy and responsible for the supervision of at least one employee on a full-time basis. Remuneration will be as follows:

- (a) Unqualified Senior Catering Officers shall be paid at Level 4.
- (b) Qualified Senior Catering Officers shall be paid at Level 5.

5.4 For the purposes of this clause, qualifications recognised for the purposes of an employee being considered qualified and therefore being entitled to progress to a salary rate subject to qualification as provided for within subclause 5.3 of this clause shall be a Certificate 111 in Commercial Cookery or equivalent as determined by the Executive Director.

5.5 The total salary provided for in the Crown Employees (Public Sector - Salaries 2019) Award represents a salary plus a loading which incorporates:

- (a) Penalty rates (other than overtime);
- (b) Broken shifts;
- (c) Laundry allowance;
- (d) Annual leave loading.

The total salary does not include the payment of overtime.

5.6 In addition to the salary rates provided for in the Crown Employees (Public Sector - Salaries 2019) Award, an allowance shall be payable to employees employed at Academies, other than casual employees in recognition of the additional weekend work responsibilities and the nature of clientele of the Academies. The amount of this allowance is provided for in the Crown Employees (Public Sector - Salaries 2019) Award.

- 5.7 The hourly rate for casual employees shall represent full remuneration for employment and include payment in lieu of annual leave, as provided for by the *Annual Holidays Act 1944*, and compensation for the nature of employment. Casual employees will generally not be entitled to any other leave entitlements unless the employee has served sufficient periods of employment under the *Public Sector Employment and Management Act 2002* or the *Public Sector Management Act 1988*, or the *Public Service Acts* of 1902 and 1979, which when combined, qualify the employee for Long Service Leave as provided by the *Long Service Leave Act 1955*, or other leave benefits approved by the Secretary of Treasury
- 5.7.1 Casual employees shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (a) Unpaid parental leave in accordance with paragraph 12.5.4;
 - (b) Personal Carers' entitlement in accordance with subclause 12.6; and
 - (c) Bereavement entitlement in accordance with subclause 12.7.
- 5.8 Assessment of an employee's entitlement to progression from one level to another based on competencies shall be undertaken in the following manner:
- (a) Assessment shall be undertaken by the Senior Catering Officer.
 - (b) The entitlement for assessment for progression shall not be limited by a specific time period.
 - (c) An assessment may be undertaken at any time at the discretion of the Senior Catering Officer or at the request of the employee to be assessed.
 - (d) Should no assessment be undertaken in accordance with point (c), an assessment will be held on the anniversary of the employee's initial employment.
 - (e) Recommendations of the assessment process shall be submitted in writing by the Senior Catering Officer to the Centre Manager for approval. Should the Centre Manager not agree with the Senior Catering Officer's recommendation, the matter shall be referred to the Executive Director for determination.
 - (f) Recommendations of the Senior Catering Officer are to be discussed with the assessed employee prior to the assessment being submitted to the Centre Manager.
 - (g) The date of effect of the progression from one level to another shall be the date recommended by the officer responsible for undertaking the assessment.
 - (h) The dispute resolution procedures contained under clause 17 may be used if a dispute arises concerning an employee's entitlement to progression and it is not resolved through the use of the above steps.
- 5.9 Unqualified employees who wish to undertake a trade test for the purposes of being considered qualified under the terms of this agreement shall be entitled to undertake a trade test at the Agency's expense and will be considered on duty for the purpose of undertaking such a test.
- 5.10 Trade tests, as provided for at subclause 5.9 of this clause, shall be limited to one test within any twelve month period for each employee.

5A. Calculation of Service

- 5A1. In calculating years of service for the purpose of this award the following periods are not taken into account:
- (a) Any leave of absence without pay exceeding five days in any calendar year;

- (b) Any period necessary to give full effect to a reduction in salary imposed under sections 68 Unsatisfactory performance of government sector employees and 69 Misconduct – Public Service and other prescribed government sector employees the *Government Sector Employment Act 2013*.”

6. Apprentices

- 6.1 The wage rate for apprentices shall be calculated by applying the following percentages to the Total Salary of a Level 4 employee specified in the Crown Employees (Public Sector - Salaries 2019) Award.

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

"Equivalent training stage" recognises that credit may be given for training undertaken prior to the commencement of the apprenticeship or that progression through the wage scale may be accelerated or that the provisions of clause 7, School Based Apprentices, apply.

- 6.2 Apprentices who reach the age of 21 years prior to completion of their apprenticeship shall be paid the rate provided in subclause 6.1 of this clause for an Adult at age 21 or over regardless of the Year of Apprenticeship.

7. School Based Apprentices

- 7.1 A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.
- 7.2 The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 7.3 For the purposes of subclause 7.2 of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- 7.4 The wages paid for training time may be averaged over the school term or year.
- 7.5 Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- 7.6 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- 7.7 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- 7.8 Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
- 7.9 Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

8. Hours of Duty

- 8.1 Employees shall be required to work up to 152 hours over a period of four weeks.

- 8.2 The hours of duty which may be required to be undertaken on any given day shall be a minimum of 4 and a maximum of 12, excluding meal breaks. At times, in order to meet client demand, it may be necessary to split the employee's shift. Not more than one split shift would be rostered in any shift.
- 8.3 Hours of duty shall not be restricted to specific hours of the day. However hours of duty between 7.00 p.m. and 6.00 a.m. shall only be able to be rostered or requested to be undertaken where it is considered that actual client demand requires such hours of duty to be undertaken.
- 8.4 The maximum number of shifts in excess of 10 hours an employee shall be rostered for duty on consecutive calendar days shall be two. No employee shall be rostered for more than 6 shifts in excess of 10 hours in any four week roster cycle.
- 8.5 Employees shall not be rostered for more than 10 days in either the first or second fortnight of the four-week roster period or rostered for any more than 10 consecutive calendar days over any period. Employees shall be entitled to a minimum of 9 days during any roster cycle for which they are to be rostered off duty.
- 8.6 Employees shall be entitled to a minimum of two consecutive days for which they are not rostered on duty in both the first and second fortnights of the four-week roster period.
- 8.7 Employees shall be entitled to a minimum of 10 hour break from duty between the cessation of one shift and the commencement of the next. Should no such break be provided, the employee shall be entitled to receive payment at overtime rates, as calculated in accordance with clause 9, Overtime, for all work undertaken until such time as a 10 hour break can be provided. This provision does not apply to cessation and recommencement as a consequence of a break within a split shift.
- 8.8 The distribution of weekend, public holiday and out of hour's work shall be allocated equitably between all employees subject to the ability of the Centre or Academy to meet client demand.
- 8.9 Employees shall not be permitted to work greater than five consecutive hours without taking a break from duty of not less than thirty minutes. This break from duty shall be without pay.
- 8.10 Hours of duty shall be determined by way of roster, which shall be displayed in an area available to all employees not less than 5 days prior to the commencement of the four-week roster cycle.
- 8.11 Rostered hours of duty may be required on any day of the week, Saturdays, Sundays and Public Holidays included.
- 8.12 Rostered hours of duty shall be prepared and approved by the Centre Manager or delegate to meet the business requirements of the Centre/Academy. Where possible, the Centre Manager or delegate will consider the needs of the employees and endeavour to equitably distribute work patterns.
- 8.13 In emergency situations, rosters may be varied by the Centre Manager provided that 24 hours notice is given to the employee of such a change.
- 8.14 Should an employee receive insufficient notice as to a variation to their rostered hours of duty in accordance with subclause 8.13, the employee shall receive payment at overtime rates for all hours which represent the difference between the hours of duty originally rostered and those being requested of the employee or time in lieu of payment of overtime calculated in accordance with Clause 9, Overtime.

9. Overtime

- 9.1 Overtime refers to:
- (a) all hours of duty undertaken during a four week roster cycle in excess of 152; or
 - (b) all hours of duty undertaken on days which are in excess of 10 in any fortnight (i.e. eleventh, twelfth, thirteenth or fourteenth days rostered in a fortnight); or

- (c) hours undertaken on the twentieth day of rostered duty in a roster cycle; or
 - (d) hours undertaken beyond the hours of duty rostered on a particular day.
- 9.2 Subject to subclause 9.3, an employee may be required to work reasonable overtime at overtime rates.
- 9.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 9.4 For the purposes of subclause 9.3, what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- 9.5 Overtime shall be paid to employees at the rate equivalent to double that of the substantive hourly rate of pay calculated by dividing the weekly rate of pay (i.e. annual salary divided by 52.17857) by 38.
- 9.6 An employee may elect to take leave in lieu of payment for all or part of his/her entitlement in respect to the overtime worked. Such leave in lieu may be accrued to a maximum of 80 hours to be utilised at a time convenient to both the employee and the Agency.
- 9.7 Leave in lieu of payment in accordance with subclause 9.6 shall accrue at the rate of two hours for each hour's overtime undertaken and proportionately for periods of less than one hour. Proportions of overtime of less than 15 minutes shall be disregarded in determining the amount of accrued leave in lieu.
- 9.8 The minimum period of leave in lieu to which an employee may avail themselves is two hours and shall be taken in full hour multiples.
- 9.9 Any overtime accrued beyond the maximum prescribed at subclause 9.6, shall be automatically paid to the employee.
- 9.10 Managers and employees should make every effort to ensure leave in lieu entitlements are utilised prior to the termination of services. Payment for outstanding leave in lieu balances will only be made on the termination of the employee's services in exceptional circumstances, such as death or debilitating injury or illness, that result in the sudden and early termination of the contract.

10. Leave

- 10.1 Leave entitlements shall be calculated in hours based on general public service leave provisions.
- 10.2 All absences from duty shall be determined based on the actual number of hours an employee is absent from duty and debited in two hourly proportions.
- 10.3 Absences from duty which do not total complete two hour portions shall be rounded up to the nearest two hour portion for the purposes of debiting leave.

11. Weekends and Public Holidays

- 11.1 Employees who undertake duty on Saturdays, Sundays or Public Holidays shall receive compensation of additional recreation leave based on the following scale:

Number of Saturdays, Sundays and/or Public Holidays worked in a twelve month period	Additional Leave
8 - 12	1 day
13 - 20	2 days
21 - 30	3 days
31 - 40	4 days
41 or more	5 days

- 11.2 The number of days to be worked to entitle an employee to accrue additional recreation leave shall refer to the actual number of days an employee is required to undertake duty on either a Saturday, Sunday or Public Holiday irrespective of the number of hours an employee is required to perform on those days.
- 11.3 For the purposes of this clause the 12 month period shall commence from the effective date of this award.
- 11.4 Employees may only be rostered on duty on Public Holidays where client demand necessitates the need for them to be on duty.
- 11.5 For the purposes of rostering, Public Holidays shall be credited as 8 hours if an employee is not required to attend for duty or is required for duty for a period of less than 8 hours on that day. Should an employee be required to work on a Public Holiday for 8 hours or more, the actual hours of duty on that day shall be credited against the roster.
- 11.6 Employees who are required to undertake duty on a Saturday, Sunday or Public Holiday shall not be entitled to any additional payment.

12. Allowance for Temporary Assignment to Higher Non-Executive Roles

- 12.1 A public service non-executive who is temporarily assigned by the Agency Head under the *Government Sector Employment Act 2013* to another non-executive role at a higher classification of work than the employee's current classification of work shall be paid an allowance in accordance with the provisions of clause 20 of the *Government Sector Employment Regulation 2014*

13. Public Service Holiday

- 13.1 All employees shall be entitled to receive one day off duty each year recognised as the Public Service Holiday.
- 13.2 The Public Service Holiday shall be any one of the calendar days which fall within the last calendar fortnight of each year and shall be considered as being an 8 hour day for the purposes of credit toward the 152 hour 4-week roster cycle.
- 13.3 Determination of the day to be granted to an employee as a Public Service Holiday shall be at the Centre Manager's discretion.
- 13.4 Employees shall be advised as to the day on which their Public Service Holiday is to be granted by no later than 1 December of each year.
- 13.5 Public Service Holiday provided for in this clause shall be in lieu of all picnic days provided for under industrial instruments governing employees covered by this award.

14. Annual Leave Loading

- 14.1 Total salary rates provided for by the terms of this award incorporate payment for annual leave loading.

15. Utilisation of Staff

- 15.1 Employees may be required, at the direction of the Centre Manager, to undertake duties of a Services Officer.
- 15.2 The discretion of the Centre Manager to utilise staff in accordance with subclause 15.1 shall only be used in situations where demand requires.
- 15.3 No employee shall be required to undertake functions of a Services Officer for which the employee has not been sufficiently instructed or in the absence of supervision from an appropriately trained person.
- 15.4 Employees shall not unreasonably refuse to undertake training and/or instruction in roles and responsibilities of the role of Catering Officer or Services Officer.

16. Uniforms

- 16.1 Employees shall be provided with uniforms so as each employee has the following articles available to them:
- 4 pairs of pants;
 - 4 aprons;
 - 4 jackets; and
 - 2 pairs of shoes
- 16.2 Articles of clothing provided in accordance with subclause 16.1 shall be replaced upon that particular article of clothing being deemed as unserviceable. The discretion as to the replacement of the article of clothing shall be that of the Centre Manager.

17. Grievance and Dispute Settling Procedures

- 17.1 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 Agency if required.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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.

- 17.6 The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- 17.7 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.
- 17.8 An employee, at any stage, may request to be represented by the Association.
- 17.9 The employee or the Association on their behalf, or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 17.10 The employee, Association, the Agency and the Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 17.11 Whilst the procedures outlined in subclauses 17.1 to 17.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

18. Consultative Committee

- 18.1 The parties will use the Agency's Joint Consultative Committee to consider issues raised in relation to the Award and to recommend action if necessary. The parties agree to consider issues in a consultative and cooperative manner.
- 18.2 Recommendations from the Committee will be submitted to the Chief Executive with a request for a report back to the Committee.

19. Anti-Discrimination

- 19.1 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.
- 19.2 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.
- 19.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or as been involved in a complaint of unlawful discrimination or harassment.
- 19.4 Nothing in this clause is to be taken to affect:
- 19.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 19.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 19.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 19.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

19.5 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.

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

19.5.2 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."

20. Area, Incidence and Duration

20.1 This award shall apply to all employees employed for the purposes of cooking and general catering responsibilities in Centres and Academies of the Office of Sport.

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

20.3 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Office of Sport - Catering Officers) Award* published 16 December 2016 (381 I.G. 34), as varied.

20.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 19 September 2019.

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

APPENDIX 1

Competencies

Level 1 - Competent in the following aspects of catering:

- (i) Knowledge of cleaning chemicals and their application.
- (ii) Knowledge of basic nutrition.
- (iii) Knowledge of food storage and handling procedures.
- (iv) Knowledge of kitchen and personal hygiene.
- (v) Knowledge of kitchen management and safety.
- (vi) Knowledge of catering equipment and an ability to utilise and operate such equipment.
- (vii) Basic knowledge of Equal Employment Opportunity and Work, Health and Safety Acts.

Level 2 - In addition to the competency requirements of Level 1, competent in the following aspects of catering:

- (i) Ability to oversee stock control and arrange ordering of all food items as required.
- (ii) Knowledge of portion control.
- (iii) Ability to carry out menu planning.
- (iv) Basic knowledge of the Health Act and its relationship to kitchen operation.
- (v) Commitment to Equal Employment Opportunity principles; or

a minimum of 5 years service within a Centre/Academy or equivalent experience and where, in accordance with the staff appraisal process, performance warrants such salary.

Level 3 - in addition to the competency requirements of Level 2, competent in the following aspects of catering:

- (i) Ability to undertake pastry cooking, butchery or other specialised cookery functions as considered appropriate.
- (ii) Ability to organise and undertake catering for functions such as weddings, dinner nights, etc.
- (iii) Ability to perform decoration with regard to food presentation.
- (iv) Ability to cater for special dietary needs. Or

a minimum of 10 years service within a Centre/Academy or equivalent experience and where, in accordance with the staff appraisal process, performance warrants such salary.

APPENDIX 2

Centre and Academy Locations

Berry Sport and Recreation Centre
BERRY 2535

Borambola Sport and Recreation Centre
660A Tarcutta Road
WAGGA WAGGA 2650

Broken Bay Sport and Recreation Centre
BROOKLYN 2083
Lake Ainsworth Sport and Recreation Centre
LENNOX HEAD 2478

Lake Burrendong Sport and Recreation Centre
MUMBIL 2820

Jindabyne Sport and Recreation Centre
JINDABYNE 2627

Lake Keepit Sport and Recreation Centre
GUNNEDAH 2380

Milson Island Sport and Recreation Centre
BROOKLYN 2083

Myuna Bay Sport and Recreation Centre
DORA CREEK 2264

Point Wolstoncroft Sport and Recreation Centre
GWANDALAN 2259

Sydney Academy of Sport
Wakehurst Parkway
NARRABEEN 2101

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PSYCHOLOGISTS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 127265 of 2019)

Before Chief Commissioner Kite

24 October 2019

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

1. Arrangement
2. Definitions
3. Parties
4. Classifications
5. Appointments and Progression
6. Salaries
7. Conditions of Employment
8. Environmental Allowance
9. Grievance and Dispute Settling Procedures
10. Anti-Discrimination
11. Area, Incidence and Duration

PART B

- Table 1 - Salary Rates
- Table 2 - Environmental Allowance
- Table 3 - Commencing Salary and Progression

2. Definitions

"AHPRA" means Australian Health Practitioner Regulation Agency

"APS" means the Australian Psychological Society.

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

"Department" means a department of the Public Service specified in Column 1 of Schedule 1 of the *Government Sector Employment Act 2013* or NSW Police by whom the employee is directly engaged.

"Division Head" means a Division Head specified in Column 2 of Schedule 1 of the *Government Sector Employment Act 2013* or the Commissioner of Police.

"Employee" means a person employed in accordance with the *Government Sector Employment Act 2013* by a Department or by NSW Police pursuant to the *Police Act 1990* (excluding a police officer as defined in the *Police Act 1990*) in one of the classifications listed in clause 3 of this Award.

"Industrial Relations Secretary" means the employer for industrial purposes under the *Government Sector Employment Act 2013*.

"PsyBA " means the Psychology Board of Australia or successor organisation.

3. Parties

This award is made between the Industrial Relations Secretary and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Classifications

PSYCHOLOGIST

A Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Must possess a degree requiring the equivalent of 4 years full time study in psychology from a PsyBA recognised tertiary institution and either be fully registered as a Psychologist or as a Provisional Psychologist with the PsyBA and AHPRA

Fulfil registration requirements within relevant timeframes in order to obtain full registration with the PsyBA and AHPRA (Provisional Psychologists only)

TASK

Provide a competent psychological service through assessment, counselling and therapeutic interventions appropriate to the employment context.

JUDGEMENT AND PROBLEM-SOLVING

Provides generalist psychological assessment, counselling and therapeutic interventions

Increasingly complex problems as allocated and monitored by the designated manager and/or in consultation with the professional supervisor.

SUPERVISION AND INDEPENDENCE

Works under the professional supervision of the designated manager and/or the professional supervisor.

May work as part of a team of psychologists and/or as a member of a multidisciplinary team

Psychologists trained and accredited by the PsyBA as a supervisor with a minimum of 3 years post registration experience may be reasonably required by the Department to supervise a Provisional Psychologist who is in the process of gaining full registration with the PsyBA/AHPRA.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

May assist in the formulation of management and case plans

Liaison with relevant internal and external stakeholders

SENIOR PSYCHOLOGIST

In addition to performing the work of a Psychologist, a Senior Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in Australia with the PsyBA/AHPRA

Highly developed expertise in a relevant area of psychology (e.g. assessment/treatment/programming/behaviour management)

TASK

Provides more complex assessment, case formulation and intervention by exercising independent professional judgement

Management of complex cases

Superior assessment; treatment; programming; behaviour management; therapeutic program development; and/or research skills, which result in the development of more effective interventions

May provide consultation, training and supervision within an area of specific expertise to other psychologists

May conduct and set psychological research and evaluation projects for the Department as required.

JUDGEMENT AND PROBLEM-SOLVING

Exercises independent psychological judgement

Is recognised for sound professional judgement

Exercises initiative in the development of sound work practices or professional standards

Contributes to the development, evaluation of and quality improvement of psychological assessment / treatment / intervention programs across the Department

SUPERVISION AND INDEPENDENCE

May provide supervision

Able to work independently

May work in or lead a multidisciplinary team.

Seeks advice from the designated manager and/or the professional supervisor in appropriate circumstances.

Senior Psychologists trained and accredited by the PsyBA as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise a Provisional Psychologist who is in the process of gaining full registration with the PsyBA/AHPRA.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

May assist with formulation of policy

Provides sophisticated consultation to other psychologists and other Department staff

Provides advice/input for the development, evaluation of and quality improvement of psychological assessment/treatment/intervention programs when required.

Forges productive organisational links with other service providers.

SPECIALIST PSYCHOLOGIST

In addition to performing the work of a Psychologist, a Specialist Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in Australia with the PsyBA/AHPRA.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent; or

Education, training and experience deemed by the Department to be equivalent (for example as signified by membership of a relevant APS College such as Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology).

Broad, expert relevant specialist knowledge.

TASK

Adapts psychological literature for new programs, therapies or research.

Conducts and evaluates psychological interventions at a high standard.

May conduct psychological research and evaluation projects for the Department as required.

JUDGEMENT AND PROBLEM-SOLVING

Exercises independent clinical judgement.

High level diagnostic ability in relation to psychological disorders.

High level clinical judgements according to scientific literature.

SUPERVISION AND INDEPENDENCE

Works under the supervision of the designated manager and/or the professional supervisor.

Knows area of expertise and will consult others on a needs basis.

Able to work independently.

May work in or lead a multidisciplinary team.

A Specialist Psychologist trained and accredited by the PsyBA as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise a Provisional Psychologist who is in the process of gaining full registration with the PsyBA/AHPRA.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Consultant to psychologists and peer consultancy within relevant area of expertise.

May assist with formulation of policy

SENIOR SPECIALIST PSYCHOLOGIST

In addition to performing the work of a Specialist Psychologist, a Senior Specialist Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in Australia with the PsyBA/AHPRA.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent; or

Education, training and experience deemed by the Department to be equivalent (for example as signified by membership of a relevant APS College such as Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology).

Extensive experience as a Specialist Psychologist or other relevant work experience deemed equivalent by the Division Head.

TASK

Is required to manage more difficult or unusual cases.

High level of clinical expertise and responsibilities.

May conduct and set psychological research and evaluation projects for the Department as required.

JUDGEMENT AND PROBLEM-SOLVING

Resolves complex clinical problems.

May provide advice and input for service planning e.g., at sector or area level.

Resolves issues likely to have wide impact on the profession and organisation within area of expertise.

SUPERVISION AND INDEPENDENCE

May provide supervision.

May work in or lead a multidisciplinary team.

Major contributions to the quality management and evaluation of psychological services within area of expertise.

A Senior Specialist Psychologist trained and accredited by the PsyBA as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise a Provisional Psychologist who is in the process of gaining full registration with the PsyBA/AHPRA.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Higher level consultancy role within the Department and with external agencies

CHIEF PSYCHOLOGIST

A Chief Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in Australia.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent: The Division Head may approve other appropriate degrees or experience for entry to this classification.

High-level expertise of a specific relevant area within the profession.

Substantial experience in professional supervision and/or management in the relevant area.

Superior skills in coordinating a comprehensive program or services.

TASK

Develops appropriate policy in a specific area.

May conduct and set research and evaluation projects for the Department as required.

Provides high level consultation to the Department within specific professional areas,

Devises and manages training programs of professional relevance to psychologists

JUDGEMENT AND PROBLEM-SOLVING

Provide a psychological service in the most complex cases.

Applies policy and procedures independently in decision-making.

Exercises independent and expert judgement in making recommendations on implementation of policy and allocation of resources.

SUPERVISION AND INDEPENDENCE

May work in or lead a multi-disciplinary team.

May manage the implementation of state-wide psychological and behavioural programs delivered by multi-disciplinary teams.

May professionally supervise a team of skilled psychologists.

Provides leadership and professional supervision to all psychologists within designated area of responsibility.

Works with a high level of independence.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Consultancy, negotiation with other organisations on service provision/case management at a regional or area level.

Provides professional psychological advice to management.

Manages a larger multi-disciplinary team or several teams of psychologists.

High level liaison with relevant internal and external stakeholders.

PRINCIPAL PSYCHOLOGIST

A Principal Psychologist shall have all of the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in Australia.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent: The Division Head may approve other appropriate degrees or experience for entry to this classification.

Substantial relevant clinical, supervisory and management skills.

Understands relevance of their discipline to the role of the Department.

Superior knowledge of research relevant to the service.

Possess significant expertise in the delivery and management of psychological services.

TASK

May conduct and set psychological research and evaluation projects for the Department as required.

Ensures the delivery and quality of psychological services provided throughout the Department.

Reviews programs and services across the Department.

High level policy advice on deployment of services and professional resources.

Provides strategic advice informed by up-to-date knowledge in the relevant area.

Oversees maintenance of professional standards in psychological practice.

JUDGEMENT AND PROBLEM-SOLVING

Strategic planning, negotiation with other organisations and Departments at a statewide level.

Authoritative advice to the organisation on psychological matters.

Significant strategic, policy or service delivery input at an organisational level.

SUPERVISION AND INDEPENDENCE

Provides leadership to all psychologists in the Department.

Works with a high level of independence.

Provides professional supervision of the Chief Psychologists and/or other senior classifications as deemed appropriate.

Ensures a high quality of professional supervision within the Department

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Represent the Department to external bodies, as required, in relation to psychological matters.

Provide high level advice to senior management of the Department and other key clients.

Has significant policy or service delivery influence at an organisational level.

High level liaison with relevant internal and external stakeholders.

5. Appointment and Progression

Appointment to the Chief or Principal Psychologist classification is subject to the occurrence of a vacancy in the relevant classification. Appointment to Senior Psychologist, Specialist Psychologist or Senior Specialist Psychologist is subject either to the occurrence of a vacancy in the relevant classification or to the following reclassification process:

- 5.1 An applicant for reclassification as a Senior Psychologist, Specialist Psychologist or Senior Specialist Psychologist is required to submit a written application detailing how he or she meets the characteristics for the higher classification as specified in clause 3 of this Award. The application must include a supporting reference from his or her professional supervisor.
- 5.2 The Classification Committee tests the application by peer professional review, against the relevant classification characteristics by way of formal interview.
- 5.3 The Classification Committee consists of:
 - (a) The departmental Principal or a departmental Chief Psychologist (or equivalent).
 - (b) A Human Resources Manager (or equivalent) as designated by the Department, and
 - (c) A Principal or Chief Psychologist or equivalent from another Department (to ensure equity of standards and process).
- 5.4 The Classification Committee makes a recommendation to the Department Division on whether or not to approve the reclassification.
- 5.5 An applicant for reclassification to the position of Senior Psychologist shall have completed a minimum of one year at the 9th year of service point on the salary scale for a Psychologist.
- 5.6 An applicant for reclassification to the position of Senior Specialist Psychologist shall have completed a minimum of one year at the 5th year of service on the salary scale for Specialist Psychologist (or a previously equivalent classification).
- 5.7 An applicant for reclassification to the position of Specialist Psychologist shall have completed a minimum of one year at the 9th year of service of the Psychologists salary scale or the 3rd year of service of the Senior Psychologists salary scale unless the applicant has obtained a relevant Master's degree or higher.
- 5.9 An applicant can only make one application for reclassification to the same classification within a twelve month period.

6. Salaries

- 6.1 The annual salaries payable to employees covered by this Award are as set out in Table 1 - Salaries, of Part B of this Award.
- 6.2 The salary rates and allowance set at the date of commencement of this Award will increase in accordance with the Crown Employees (Public Sector - Salaries 2019) Award and any variation or replacement award.
- 6.3 Commencing salary and progression for psychologists are set out in Table 3 - Commencing Salary and Progression - Psychologists, of Part B of this Award.

7. Conditions of Employment

7.1 General Conditions

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

7.2 Professional Supervision

Provisional Psychologists shall be provided with professional supervision in accordance with PsyBA guidelines as amended from time to time.

All psychologists' classifications shall be provided with professional supervision to maintain competence in their area of practice through ongoing supervision in accordance with PsyBA guidelines.

7.3 Materials of Work

Appropriate rooms will be provided for conducting clinical interviews and/or assessments with clients/offenders to ensure psychologists are able to meet requirements, subject to occupational health and safety obligations, of auditory privacy and client confidentiality. In addition, the employer will provide ready access to appropriate test materials, including a set of relevant current psychometric instruments.

7.4 Professional Development

Psychologists shall have appropriate and equitable access to professional training, education and conference attendance relevant to both the employer and employee in order that they may maintain competence through ongoing professional development in accordance with PsyBA guidelines. The Department shall not unreasonably refuse requests by psychologists to attend relevant training, education and conferences. Attendance at approved training, education and conferences shall be in accordance with the Staff Training and Development Clause of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* as amended from time to time.

8. Environmental Allowance

8.1 Environmental Allowance

Psychologists who have substantial regular and direct contact with offenders/clients in correctional centres operated by the Department of Communities and Justice or Youth Justice Centres shall be paid the environmental allowance specified in Item 1 of Table 2, Environmental Allowance of Part B, Monetary rates. The allowance shall be paid under the following conditions:

- (a) the work location is totally within a Correctional or Youth Justice Centre to attract full payment;
- (b) there must be regular, direct and substantial contact with offenders/clients;
- (c) the allowance can be paid on a pro-rata basis if the contact is not on a full time basis, i.e. 2 - 3 days attracts 50 per cent, 4 - 5 days attracts 100 per cent; and
- (d) offender/client contact is generally in a "supervisory" capacity i.e. contact is for professional purposes.

8.2 The environmental allowance will increase in accordance with the (Crown Employees (Public Sector - Salaries 2019) Award and any variation or replacement award.

9. Grievance and Dispute Settling Procedures

- 9.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 9.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Division Head 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 Division Head.
- 9.6 The Division Head may refer the matter to the Industrial Relations Secretary for consideration.
- 9.7 If the matter remains unresolved, the Division 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.
- 9.8 An employee, at any stage, may request to be represented by the Association.
- 9.9 The Association or the Division Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The employee, Association, Department and the Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 8.1 to 8.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving 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. Anti-Discrimination

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

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

Notes -

- (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."

11. Area, Incidence and Duration

- 11.1 This Award shall apply to employees as defined in clause 2, Definitions of this Award.
- 11.2 This award replaces the following instruments insofar as they apply to those employees:
- (a) Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Justice - Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982 and Amending Agreement No. 2520 of 1989
 - (b) Psychologists - Department of Corrective Services PEO Determinations effective 12 March 1998 and 25 August 2000
 - (c) Clinical Neuropsychologist - Department of Corrective Services; Determination No.937 of 2004
 - (d) Psychologist-in-Charge, Department of Ageing, Disability and Home Care Determination No. 933 of 2004
- 11.3 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Psychologists) Award published 15 April 2016 (379 I.G. 466), as varied.
- 11.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 24 October 2019.

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

PART B

Table 1 - Salary Rates

Applying from the beginning of the first full pay period to commence on or after the dates in the column headings:

Psychologists	
Classification and Grade	1.7.19 Per Annum \$
Psychologist	
1st year	68,084
2nd year	71,768
3rd year	75,445
4th year	80,045
5th year	84,648
6th year	89,249
7th year	93,849
8th year	97,530
9th year and thereafter	101,207
Senior Psychologist	
1st year	106,730
2nd year	111,332
3rd year and thereafter	115,930
Specialist Psychologist	
1st year	97,530
2nd year	103,047
3rd year	108,570
4th year	114,091
5th year and thereafter	119,607
Senior Specialist Psychologist	
1st year	125,131
2nd year	128,810
3rd year and thereafter	132,494
Chief Psychologist	
1st year	138,900
Principal Psychologist	
1st year and thereafter	150,893

Table 2 - Environmental Allowance

Applying from the beginning of the first full pay period to commence on or after the dates in the column headings:

Item. No	Clause No.	Description	1.7.19 \$
1	8	Environmental Allowance	3,117

Table 3 - Commencing Salary and Progression

Psychologists

Provisional Psychologists shall commence at year 1 of the scale for Psychologist and may progress by way of annual increment to year 2, subject to satisfactory conduct and services. Progression to year 3 shall occur effective from the date of registration with the PsyBA/AHPRA. The date of registration will become the new annual increment date.

The Division Head may consider progression past year 2 up to year 3 only where there are extenuating circumstances which have prevented the Psychologist from achieving full registration within the standard 2 year period.

Provided that where a Psychologist has already met the criteria for full registration and is registered in accordance with the Psychologists Act 2001, he/she shall commence at Year 3 of the scale for Psychologist, unless the Division Head otherwise approves a higher commencing salary.

Except for a Provisional Psychologist, progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 14, Increments, of Part 2, Conditions of Service of the Government Sector Employment Regulation 2014 .

Senior Psychologists

A Senior Psychologist will commence at year 1 of the salary scale for Senior Psychologist unless the Division Head approves otherwise.

Psychologists promoted to this classification shall enter at the salary for the Senior Psychologist classification that is immediately above the salary previously applying to that person as Psychologist unless the Division Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 14, Increments, of Part 2, Conditions of Service of the Government Sector Employment Regulation 2014.

Specialist Psychologists

A Specialist Psychologist will commence at year 1 of the salary scale for Specialist Psychologist unless the Division Head approves otherwise.

Psychologists promoted to this classification shall enter at the salary for the Specialist Psychologist classification that is immediately above the salary previously applying to that person as Psychologist or Senior Psychologist unless the Division Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 14 , Increments, of Part 2, Conditions of Service of the Government Sector Employment Regulation 2014.

Senior Specialist Psychologist

A Senior Specialist Psychologist will commence at year 1 of the salary scale for Senior Specialist Psychologist unless the Division Head approves otherwise.

Psychologists promoted to this classification shall enter at the salary for the Senior Specialist Psychologist classification that is immediately above the salary previously applying to that person as Psychologist, Senior Psychologist or Specialist Psychologist unless the Division Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 14, Increments, of Part 2, Conditions of Service of the Government Sector Employment Regulation 2014.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

TARONGA CONSERVATION SOCIETY AUSTRALIA SALARIED EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 135593 of 2019)

Before Chief Commissioner Kite

19 September 2019

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Contract of Employment
4.	Classifications and Rates of Pay
5.	Training Competency
6.	Hours of Work
7.	Overtime
8.	Allocated Days Off
9.	Saturday and Sunday Work During Ordinary Hours
10.	Allowances
11.	Lactation Breaks
12.	Leave Conditions and Entitlements
13.	Family and Community Service Leave, Personal/Carer's Leave
13A.	Leave for Matters Arising from Domestic Violence
14.	Public Holidays
15.	Dispute Settlement Procedure
16.	Anti-Discrimination
17.	Merit Selection
18.	Deduction of Union Membership Fee
19.	Secure Employment
20.	Area, Incidence and Duration
21.	General Conditions of Employment

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

PART A

1. Title

This award shall be known as the Taronga Conservation Society Australia Salaried Employees Award.

2. Definitions

- 2.1 "Association" shall mean the Public Service Association of New South Wales and the Professional Officers' Association Amalgamated Union of New South Wales.
- 2.2 "Employer" shall mean the Department of Planning and Industry, 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*.
- 2.3 "Employee" shall mean a person employed by the Department of Planning and Industry at Taronga Conservation Society Australia (Taronga) within the scope of this Award.
- 2.4 "Casual employee" means an employee engaged and paid as such but shall not include an employee who is required to work a constant number of ordinary hours each week.
- 2.5 "Temporary employee" means an employee who is engaged for a short period of time to undertake a specific task and is required to work a constant number of ordinary hours each week.
- 2.6 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

3. Contract of Employment

- 3.1 Wherever possible, full-time employment should be implemented.
- 3.2 The employer may employ persons on a part-time basis in any area of operation covered by this award. A part-time employee is, for all purposes of this award, entitled to the same terms and conditions as a full-time employee, provided that in all cases, entitlement is determined on a pro rata basis.
- 3.3 The number of hours per week to be worked by a part-time employee shall be mutually agreed between the employee concerned and the employer, provided that the minimum number of hours worked shall be eight per week.
- 3.4 The terms and conditions of part-time work, except as provided for in this award, shall be those determined under the *Government Sector Employment Act 2013*.
- 3.5 Nothing in this award shall affect the right of the employer to dismiss an employee without notice for neglect of duty or misconduct or inefficiency or incompetence, in which case wages shall be paid to the time of dismissal, only provided that no employee shall be dismissed without notice for:
- (a) sickness, accident or injury if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day;
 - (b) any other reasonable cause if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day.
- 3.6 Notwithstanding anything hereinbefore contained, an employee shall not be given notice or dismissed, except for misconduct while legitimately absent from duty on accrued sick leave or annual leave.
- 3.7 An employee not attending for duty shall lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award and the non-attendance was accordingly authorised.
- 3.8 Probationary Period -
- (a) Employees engaged as ongoing employees without any previous service with the employer may be engaged for a probationary period of twelve months. During this period of probationary

employment such ongoing employees may be terminated with one week's notice and temporary and casual employees with one hour's notice.

- (b) No other probationary periods shall apply.

4. Classifications and Rates of Pay

4.1 The minimum rates of pay for all classifications covered by the award are set by the Crown Employees (Public Sector - Salaries 2019) Award or any replacement award. They are included in Part B, Monetary Rates, Table 1 - Rates of Pay.

4.2 The grading requirements for horticulturists employed before 1 July 2010 are as follows:

- (a) Garden Labourer - performs basic tasks associated with horticulture and works under limited supervision.
- (b) Horticulture Labourer - undertaking TAFE certification or equivalent in horticultural trade.
- (c) Horticulturalist Level 1 - has completed recognised Trade/Horticultural Certificate III or equivalent experience and has limited supervisory experience.
- (d) Horticulturalist Level 2 - has well developed zoo horticultural experience in areas such as bush regeneration, landscaping, nursery and maintenance.
- (e) Horticultural Technician - proven managerial experience and communicates technical data and information; may also have higher qualification.
- (f) Senior Horticultural Technician - has proven research skills and horticultural experience with at least 3 years experience in zoological horticulture or demonstrated experience in public park management, exhibit design and maintenance.
- (g) Conditions of progression for gardeners will be developed and agreed between the parties, such progression to be based on the recognition of skills attained.

4.3 The grading requirements for gardeners and horticulturists are as follows:

- (a) Horticultural Apprentice:
 - (i) Works under close direct supervision performing basic tasks using basic hand tools or equipment for which either no previous training or experience is required.
 - (ii) Carries out general grounds maintenance including: maintaining current flora displays, planting and establishing new flora displays.
- (b) Gardener:
 - (i) Performs basic tasks associated with horticulture and gardening and works under supervision.
 - (ii) Carries out general grounds maintenance including: maintaining current flora displays, weeding, mowing lawns and trimming hedges.
- (c) Horticulturalist:
 - (i) Has completed recognised Trade/Horticulture Certificate or equivalent experience and has limited supervisory experience.
 - (ii) Carries out horticultural duties including: administering approved chemicals and species identification.

- (iii) Carries out general grounds maintenance including: maintaining current flora displays.
- (iv) Provides technical expertise and advice to labouring resources in carrying out of general grounds maintenance (including remnant bush areas and browse plantation).
- (v) Assists with supervising and training of apprentices.
- (d) Horticultural Supervisor:
 - (i) Supervises the maintenance of grounds including the supervision of labouring and horticultural resources (including remnant bush areas and browse plantation).
 - (ii) Supervises labouring and horticultural resources.
- (e) Progression within a classification will occur on the anniversary of an employee's appointment, or the date at which they were appointed to their current classification grade. Employees may only progress within the classification they are appointed to (ie: Apprentice, Gardener, Horticulturalist, and Horticultural Supervisor).
- (f) Progression is subject to a satisfactory performance review at the employee's current classification grade in accordance with Taronga Conservation Society Australia's performance management procedures.
- (g) Appointment of employees to higher classifications will be through a merit selection process when vacancies arise.

4.4 The appointment/progression requirements for keeping grades are as follows.

- (a) Trainee Keeper Level 1
 - (i) No paid animal related industry experience required.
 - (ii) Undertakes Trainee Skills Assessment Workbook.
 - (iii) Works under direct supervision.
- (b) Trainee Keeper Level 2
 - (i) At least 1 year of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under direct supervision.
- (c) Trainee Keeper Level 3
 - (i) At least 2 years of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.

- (v) Works under minimum supervision.
- (d) Trainee Keeper Level 4
 - (i) At least 3 years of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under limited supervision.
- (e) Keeper Level 1
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 4 years paid animal husbandry related industry experience.
 - (iii) Existing employees must have satisfactorily completed the Trainee Skills Assessment Workbook.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Undertake Keeper Skills Assessment Workbook.
- (f) Keeper Level 2
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 5 years paid animal husbandry related industry experience of which at least one year has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (g) Keeper Level 3
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 6 years paid animal husbandry related industry experience of which at least two years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.

- (h) Keeper Level 4
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 7 years paid animal husbandry related industry experience of which at least three years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (i) Senior Keeper Level 1
 - (i) Possession of the Certificate III in Captive Animals or equivalent.
 - (ii) 8 years paid animal related husbandry industry experience, of which at least four years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) High level of skill in species management e.g. be able to work on regional stud books (training by ARAZPA or equivalent or having an approved mentor on site); or have a very high level of animal management skills.
 - (iv) Existing employees must have satisfactorily completed the Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
 - (v) Existing employees must be satisfactory in general competencies.
- (j) Senior Keeper Level 2
 - (i) Possession of the Certificate III in Captive Animals or equivalent.
 - (ii) 9 years paid animal related husbandry industry experience, of which at least five years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Develop contributions in an area of specialisation or have a very high level of animal management skills and be able to undertake international stud bookkeeping.
 - (iv) Existing employees must have successfully completed a substantial Taronga Zoo or Taronga Western Plains Zoo project approved by the relevant Unit Supervisor and Precinct Manager and endorsed by the Wildlife Conservation Operations Manager. New employees must demonstrate a similar achievement. Senior Keepers Level 2 should always be undertaking an approved project once classified at Level 2.
 - (v) Existing employees must have satisfactorily completed the Senior Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
 - (vi) Existing employees must be satisfactory in general competencies.

- (k) Keeper Grade 4 Level 2 (Specialist) (only available to ongoing employees employed as a Keeper on 8 December 2005).
 - (i) Minimum of 3 years' experience as Divisional Supervisor and,
 - (ii) Possession of a tertiary qualification or extensive management training or works with outside agencies; and is a qualified technician.
- (l) Keeping Unit Supervisor
 - (i) Appointment by merit based selection.
 - (ii) Possession of the Certificate III in Captive Animals or equivalent.
 - (iii) Demonstrated experience and expertise relevant to the role.
 - (iv) Demonstrated supervisory skills.
- (m) Relevant experience, skills, qualifications and study undertaken will be taken into account in determining the grade and level to which a temporary or ongoing keeping employee will be appointed.
- (n) A keeping employee, except a casual employee, will progress through the classifications of Trainee Keeper, Keeper and Senior Keeper depending on acquisition of qualifications, skills and experience as set out in the appointment/progression requirements.
- (o) A casual keeping employee will be paid one of the following rates depending on qualifications:
 - (i) An employee who does not possess a Certificate III in Captive Animals (or equivalent) will be paid at Trainee Keeper Level 1.
 - (ii) An employee who possesses the qualifications and experience to be appointed as a Keeper will be paid at Keeper Level 1, unless a higher level of responsibility is required, in which case an employee will be paid at the level of the work they are required to perform.
- (p) A casual keeping employee will not progress within the Trainee Keeper or Keeper grades.
- (q) Appointment to the roles of Unit Supervisor will be through merit-based selection.
- (r) A temporary assignment allowance will be paid to keeping employees who temporarily relieve as a Keeping Unit Supervisor for a period of 5 consecutive working days or more. The allowance is the difference between the base salary of the relevant Keeping Unit Supervisor Grade and the substantive salary of the relieving employee. If only a proportion of the duties of the higher graded role are required to be performed by the relieving employee, the allowance will be paid on a pro rata basis. The allowance will not be paid on any leave taken by the relieving employee during the period of relief except when the employee has been relieving in the role for more than 12 months.
- (s) Before an employee commences relief as a Keeping Unit Supervisor, the relevant manager will discuss with them the duties they will be required to perform, the criteria for determining the proportion of the allowance to be paid to them and the delegated responsibilities they will be expected to exercise during the relief period.

4.5 Designer Classifications

Progression between Junior Designer, Designer and Senior Designer will be based on merit selection processes, when vacancies arise.

- (a) Junior Designer
 - (i) Has completed a recognised qualification, from TAFE, university or accredited and acknowledged private college.
 - (ii) Works under direct supervision or guidance of Senior Designer or Design Manager.
 - (iii) Develops draft concepts in response to design briefs, in consultation with Senior Designer or Design Manager.
 - (iv) Alters concepts at the direction of Senior Designer or Design Manager
- (b) Designer:
 - (i) Has completed a recognised qualification, from TAFE, university or accredited and acknowledged private college.
 - (ii) Works under limited supervision or guidance of Senior Designer or Design Manager.
 - (iii) Develops concepts in response to design briefs, before review by Senior Designer or Design Manager.
 - (iv) Responsible for taking design briefs from internal clients.
- (c) Senior Designer:
 - (i) Degree qualified with extensive design experience.
 - (ii) Limited experience supervising more junior designers in the development and delivery of work.
 - (iii) Responsible for commissioning and managing photographic shoots.
 - (iv) Responsible for the autonomous project management of client work, including scheduling deliverables and proofing process.
 - (v) Provides design direction and guidance for Designers, Junior Designers and some external, contract designers in the development of design concepts.

5. Training Competency

- 5.1 The employer 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 provided that such duties are not designed to promote de-skilling.
- 5.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 5.3 Any direction issued by the employer pursuant to subclauses 5.1 and 5.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 5.4 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level within the classifications. Such competencies shall be developed having regard to National Competency Standards.
- 5.5 The employer will support the progression of ongoing staff through their classification streams by the provision of training, mentoring and support as appropriate.

6. Hours of Work

- 6.1 The ordinary hours of work shall be an average of 38 per week over a 152-hour month, Monday to Sunday inclusive. Rosters shall, wherever possible, be agreed between the employer and employee. There shall be a specified meal break agreed between the employer and the employee of not less than half an hour and not more than one hour. One week's notice shall be given to an employee of any changes of starting and finishing times and lunch breaks, except in the case of emergency.
- 6.2 Hours of work shall be either day shift or afternoon shift:
- (a) Day shift hours shall be worked between the hours of 6.00 a.m. and 6.00 p.m.
 - (b) Afternoon shift is any shift that finishes after 6.00 p.m. and before midnight.
- 6.3 A 15 per cent allowance shall be paid for work performed on an afternoon shift. This allowance is not cumulative upon the allowances paid for work performed on Saturdays, Sundays and public holidays.

7. Overtime

- 7.1 Where an employee is directed to work in excess of an average of 38 hours per week over a 152-hour month, Monday to Sunday inclusive, the employee may elect for compensation purposes between monetary payment or time-in-lieu.
- 7.2 For all work done outside ordinary hours the rates of pay shall be time and one-half for the first two hours and double time thereafter.
- 7.3 For the purposes of this clause, ordinary hours shall mean the hours of work fixed in accordance with clause 6, Hours of Work. The hourly rate when computing overtime shall be determined by dividing the appropriate rate by 38 even in cases where an employee works more than 38 ordinary hours in a week.
- 7.4 When an employee is required to work overtime beyond 6.30 pm, Monday to Sunday inclusive, they shall be provided with a meal or the appropriate meal allowance. The overtime allowance shall be paid in accordance with item No.1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. The monetary rates prescribed in Table 2 of the Award are set in accordance with movements in wage and wage related allowances as prescribed in Table 2 and in accordance with the Crown Employees (Public Sector - Salaries 2019) Award and any variation or replacement Award.
- 7.5 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate as prescribed in subclause 7.2 for each time they are so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.
- 7.6 Where an employee elects for payment as time in lieu of overtime worked, such time in lieu is to be calculated as per the monetary calculation for overtime worked.
- 7.7 Time in lieu of overtime worked may be taken by the employee as allocated days off (ADO) or added to annual leave.
- 7.8 Any day or days added in accordance with subclause 7.7 shall be the working day or working days immediately following the annual leave period to which the employee is entitled under clause 12, Leave Conditions and Entitlements.
- 7.9 Subject to subclause 7.10, the employer may require an employee to work reasonable overtime at overtime rates.
- 7.10 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

- 7.11 For the purposes of subclause 7.10 what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

8. Allocated Days Off

- 8.1 Where possible, allocated days off (ADOs) shall be scheduled by mutual agreement between employees and the employer. ADOs may be accumulated up to a maximum of ten days. Accumulation of ADOs in excess of ten days shall require the approval of the employer.
- (a) Except as provided by subclause 8.1 of this clause, an employee shall be advised by the employer at least four weeks in advance of the week-day which is to be the ADO.
 - (b) The employer with the agreement of the employee concerned may substitute the day an employee is to be allocated off duty for another day in the case of an emergency or to meet the requirements of a particular establishment.
 - (c) An individual employee with the agreement of the employer may substitute the day such employee is allocated off duty for another day.

In the event that an employee's ADO is a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.

- 8.2 Allocated Day Off Falling on a Public Holiday - In the event of an employee's ADO falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day shall be determined by the employer.
- 8.3 Work on Allocated Day Off - Subject to subclause 8.1 any employee required to work on their ADO shall be paid in accordance with the provisions of clause 7, Overtime.

9. Saturday and Sunday Work During Ordinary Hours

- 9.1 Employees except gate receptionists required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:
- Saturday Work - Time and one-half;
- Sunday Work - Time and three-quarters.
- 9.2 Employees rostered for duty on Saturdays and Sundays, if advised at starting time of the day in question by the employer that they are not required, shall be paid for two hours at double time rates; provided that a keeper or gardener called upon to work on a public holiday shall be paid for a minimum of six hours at the appropriate penalty rates; all other staff shall be paid for a minimum of three hours at the appropriate penalty rate.
- 9.3 When shift work is performed on Saturdays and Sundays the shift allowance prescribed in clause 6, Hours of Work, is not paid.

10. Allowances

- 10.1 First-aid Allowance - A standard first-aid kit shall be provided and maintained by the employer in accordance with the *Work Health and Safety Act 2011*. In the event of any serious accident happening to any employee whilst at work the employer, at the employer's own expense, shall provide transport facilities to the nearest hospital or doctor. An employee who is a qualified first-aid attendant and who is required to carry out the duties of a qualified first-aid attendant shall be paid an additional amount as provided in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. It is the intention of the parties to this award that such allowance shall be paid in a weekly amount equivalent to that available to members of the Public Service as defined under the *Government Sector Employment Act 2013* and shall be varied to maintain that equivalent relationship. The weekly rate applicable will be referable to the annual allowance payable pursuant to the *Crown Employees (Public Sector - Salaries 2019) Award* and any variation or replacement Award and calculated as follows:

Annual Allowance/365.25 x 7 = Weekly Allowance

Casual employees shall be paid an additional amount as set in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- 10.2 Uniforms - Where a uniform (which may include overalls) is required to be worn, and the cost of any laundering is not borne by the employer, a laundry allowance as set in Item 4 of Table 2 shall be paid
- 10.3 Disability Allowance - Zookeepers employed prior to 1 July 2010 working at Western Plains Zoo shall be paid an allowance at the rate as set in Item 5 of Table 2 which shall be treated as part of the ordinary wage for all purposes of this award.
- 10.4 Meal Allowance on one day journeys - An employee who is authorised 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 Item 6 of Table 2 Other Rates and Allowances of Part B Monetary Rates for:-
- (a) breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30 p.m.; and
 - (c) 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.

However, meal expenses will not be payable on one-day journeys when the journey is between Taronga Conservation Society Australia work sites, for example, as between Taronga Zoo and Western Plains Zoo.

It is the intention of the parties to this award that such allowance shall be paid in an amount equivalent to that available to members of the Public Service as defined under the *Government Sector Employment Act 2013* and shall be varied to maintain that equivalent relationship

- 10.5 All allowances with the exception of subclauses 10.3 and 10.4 shall be moved in accordance with State Wage Case decisions.

11. Lactation Breaks

- 11.1 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.
- 11.2 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.

- 11.3 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.
- 11.4 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.
- 11.5 The Department Head shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 11.6 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.
- 11.7 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.
- 11.8 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 79, Sick Leave of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or access to flexible working hours in accordance with applicable policies

12. Leave Conditions and Entitlements

- 12.1 All employees shall be entitled to leave in accordance with the *Government Sector Employment Act* 2013.
- 12.2 In addition to subclause 12.1 of this clause, employees shall be entitled to additional parental leave entitlements as follows:
 - (a) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement of Unpaid Parental Leave, in the *Industrial Relations Act* 1996. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act* 1996 (NSW).
 - (b) The employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act*) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

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

- (c) Right to request
 - (i) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (3) 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.

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

- (iii) Employee's request and the employer's decision to be in writing

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

- (iv) Request to return to work part-time

Where an employee wishes to make a request under (c)(i)(3), 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.

- (d) Communication during parental leave

- (i) 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:

- (1) 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

- (2) 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.

- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of 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.

- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (d)(i).

12.3 Casual employees shall also receive unpaid Personal Carer's entitlement and Bereavement entitlement as follows;

- (a) 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 subclause 13.1 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 (iv), and the notice requirements set out in (v).

- (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 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 to engage a casual employee are otherwise not affected.
- (iv) The casual employee shall, if required,
 - (1) 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
 - (2) 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.

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

13. Family and Community Service Leave, Personal Carer's Leave

13.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person 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 or legal guardian), grandparent, grandchild or sibling of the employee or 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 paragraph:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.

13.2 The Executive Director and Chief Executive 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 (a) of this clause. The Executive Director and Chief Executive may also grant leave for the purposes in subclause (b) 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.

- (a) Such unplanned and emergency situations may include, but not be limited to, the following:-
 - (i) Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens an employee's property and/or prevents an employee from reporting for duty;
 - (iv) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - (v) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Executive Director and Chief Executive considers the granting of family and community service leave to be appropriate in a particular case.
- (b) Family and community service leave may also be granted for:
 - (i) 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 staff member does not hold a role of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - (ii) 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.
- (c) Family and Community Services Leave replaces Short leave

13.3 Family and community service leave shall accrue as follows:

- (a) The maximum amount of family and community services leave on full pay that may be granted to an employee is:

- (i) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (ii) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
 - (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in subclause 13.1.
- 13.4 Use of Sick Leave to care for a sick dependant - general - When family and community service leave, as outlined in subclause 13.3 is exhausted, the sick leave provisions under subclause 13.5 may be used by an employee to care for a sick dependant.
- 13.5 Use of sick leave to care for a sick dependant - entitlement
- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause 13.1.
 - (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
 - (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
 - (d) In special circumstances, the Executive Director and Chief Executive may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 13.5 (c).
 - (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
 - (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
 - (g) Wherever practicable, the employee shall give the Executive Director and Chief Executive prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Executive Director and Chief Executive beforehand, notification should be given by telephone at the first opportunity on the day of absence.
 - (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

13A. Leave for Matters Arising from Domestic Violence

- 13A.1 The definition of domestic violence is found in subclause 2.5 of clause 2 Definitions of this Award.
- 13A.2 Leave entitlements provided for in clause 13, Family and Community Service Leave, Personal/Carer's Leave, and sick leave entitlements in clause 12, Leave and Entitlements, may be used by an employee experiencing domestic violence;
- 13A.3 Where the leave entitlements referred to in sub clause 13A.2 are exhausted, the employer shall grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- 13A.4 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;
- 13A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 13A.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

14. Public Holidays

- 14.1 All statutory and proclaimed public holidays shall be holidays for the purpose of this award.
- 14.2 Employees shall be paid for all ordinary time worked on public holidays at the rate of double time and one-half
- 14.3 Where a holiday occurs on the rostered day off of a seven-day shift worker, other than an ADO given pursuant to the provisions of clauses 6, Hours of Work, and 8, Allocated Days Off.
- (a) if such employee is not required to work on that day the employer shall pay such employee the ordinary pay in respect of such day;
- (b) if such employee is required to work on that day the employer shall pay such employee the ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours and double time and one-half thereafter.
- 14.4 When shift work is performed on Public Holidays, the shift allowance prescribed in the said clause 6 is not paid.

15. Dispute Settlement Procedure

- 15.1 When any claim or dispute arises at the workplace the employee(s) concerned will take the matter up with their immediate supervisor. The supervisor is to be given the opportunity to investigate the matter and provide a response to the grievance or claim.

The supervisor will advise the employee(s) concerned of the time by which an answer will be provided.

- 15.2 If the claim or dispute is not resolved between the employee(s) and their immediate supervisor, or where the matter is of such a nature that direct discussion between the employee(s) and their supervisor would not be appropriate, the employee(s) shall notify the Association delegate(s) who shall then take the matter up with the appropriate Manager.
- 15.3 If the claim or dispute has not been settled by the immediate supervisor or Manager, or if any party so requests, the matter will be discussed as soon as practicable between a representative of the Association concerned and appropriate senior management representatives, which may include staff of the Human Resources Division.

- 15.4 If the claim or dispute remains unresolved the parties agree that it may be referred to the appropriate industrial tribunal.
- 15.5 Nothing contained in these procedures will preclude the employer and the Association from entering into direct negotiations on any matter.
- 15.6 Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied.
- 15.7 The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligations under 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.
- 16.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates 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.
- 16.5 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.

17. Merit Selection

- 17.1 Merit selection is based on:
- (a) A competitive selection process;
 - (b) A selection process which assesses all applicants equally against job related criteria;
 - (c) Open access to job opportunities; and
 - (d) An independent selection process in accordance with this clause.
- 17.2 Selection Panel
- (a) A selection panel shall include:

- (i) the immediate supervisor or line manager of the vacant role which is the subject of the selection and recruitment process ("vacant role");
 - (ii) a person having some expertise in or knowledge of the nature and requirements of the vacant role, or otherwise having some familiarity with the operational and human resources needs and workplace culture of the employer; and
 - (iii) an independent person referred to in subclauses 17.2(c) and 17.2(f) ("independent").
- (b) Selection panels shall preferably comprise three persons, but may comprise a minimum of two persons (including an independent) in particular for entry level roles. In all cases there should be at least one female and one male person on the selection panel.
- (c) If, after taking the steps referred to in subclause 17.2(d), to obtain a person who is not, and preferably has not been, employed by the employer ("external independent") to be included on a selection panel, the employer determines that it is not possible or practicable to do so, it shall record the steps taken by it, and the reasons it was not able, to obtain an external independent. The record shall be in writing recorded on the recruitment file and will be made prior to the culling of any applicants for the vacant role.
- (d) For the purposes of subclause 17.2(c) the relevant steps are:
- (i) making requests of at least three public sector agencies that they make available to the employer an external independent; and
 - (ii) in the event that an external independent cannot be procured pursuant to a request made under of subclause 17.2(d)(i) or by way of any reciprocal arrangement referred to in subclause 17.2(e), seeking the assistance of the Public Service Commission to identify public sector agencies which may have available external independents.
- (e) To facilitate obtaining external independents for selection panels, the employer will to the extent practicable attempt to establish and to the extent practicable utilise, reciprocal arrangements or networks with public sector agencies ("reciprocal arrangements").
- (f) Where the employer has not been able to obtain an external independent to sit on a selection panel, then the independent utilised for that purpose will be a person who:
- (i) where possible, does not have any close professional or personal affiliation with any applicant for the vacant role, but who shall nevertheless declare in writing to the other members of the selection panel the nature of any such affiliation;
 - (ii) is not employed in the same division of the employer as that in which the vacant role is situated.
- (g) Nothing in this clause should be construed as requiring the employer to pay external independents for their participation on selection panels.
- (h) The employer aims to have a selection committee made up of members who are able to act independently in their decision making. Where practicable the same members of the selection panel should take part in all stages of the selection process from initial cull to signing of the selection panel report.
- (i) The convener is responsible for ensuring that:
- (i) equity principles are applied during the recruitment process;
 - (ii) documentation of the selection process is completed and returned to the relevant recruitment personnel; and

- (iii) appropriate feedback is provided to the unsuccessful applicants.
- (j) All members of the selection panel have an obligation to ensure equity principles are implemented. Any individual member who does not support the outcome of the selection process should submit a separate report.

18. Deduction of Union Membership Fees

- 18.1 The Association must provide the employer with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules. For the purposes of this clause, this amount is referred to as "the Fortnightly Membership Fee".
- 18.2 The Association must advise the employer of any change of the Fortnightly Membership Fee, consequent upon a variation of the annual union membership fee as provided in the Association rules. Any variation to the Fortnightly Membership Fee shall be provided to the employer at least one month in advance of the variation taking effect. No more than two variations will be effected in any financial year.
- 18.3 Subject to 18.1 and 18.2 above, the employer must deduct the Fortnightly Membership Fee from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions. However, 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.
- 18.4 Monies so deducted from employees' pay must be forwarded fortnightly to the Association by way of electronic funds transfer, together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts. The money must be remitted to the Association as soon as practicable after the fortnightly pay period has been processed.
- 18.5 In relation to full-time and part-time employees, the Fortnightly Membership Fee must be deducted on a fortnightly basis from the employees' pay.
- 18.6 No Fortnightly Membership Fee will be deducted in respect of periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave.
- 18.7 In relation to casual employees the Fortnightly Membership Fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period.
- 18.8 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

19. Secure Employment

19.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of ongoing roles 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.

19.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to 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 four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under subclause 19.2(a), upon receiving notice under subclause 19.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 19.2(c), the employer and employee shall, in accordance with this paragraph, and subject to subclause 19.2(c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to subclause 19.2(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.

19.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to

supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

- (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 19.3 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*.

19.4 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.

- 19.5 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 Department of Education, Science and Training.

20. Area, Incidence and Duration

- 20.1 This award applies to all classifications of employees employed by the Taronga Conservation Society Australia listed in Table 1 - Rates of Pay, of Part B, Monetary Rates of this award.
- 20.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Taronga Conservation Society Australia Salaried Employees Award published 21 October 2016 (380 I.G. 1697), as varied.
- 20.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 19 September 2019.
- 20.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

21. General Conditions of Employment

21.1 It is the intention of the parties to this Award that all other leave conditions not specified in this Award will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 - Leave), the *Government Sector Employment Act* 2013 and the Government Sector Employment Regulation 2014 as amended from time to time.

PART B

MONETARY RATES

Payable in accordance with the Crown Employees (Public Sector - Salaries 2019) Award

Table 1 - Rates of Pay

Effective from the first pay period to commence on or after 1 July 2019

Classification	1/7/2019 Per annum \$
Clerks -General Scale -	
1st year (up to 18 years)	37,835
2nd year (or 20 years)	45,762
3rd year	49,322
4th year	50,667
5th year	52,810
6th year	53,767
7th year	55,102
8th year	57,141
9th year	59,211
10th year	61,399
At 19 years + (HSC)	42,871
Grade 1 -	
1st year	64,779
2nd year	66,682
Grade 2 -	
1st year	68,543
2nd year	70,425
Grade 3 -	
1st year	72,418
2nd year	74,603
Grade 4 -	
1st year	76,931
2nd year	79,297
Grade 5 -	
1st year	85,488
2nd year	88,184
Grade 6 -	
1st year	91,641
2nd year	94,327
Grade 7 -	
1st year	97,152
2nd year	100,056
Grade 8 -	
1st year	104,226
2nd year	107,541

Grade 9 - 1st year	110,745
2nd year	113,859
Grade 10 - 1st year	118,507
2nd year	122,038
Grade 11 - 1st year	128,089
2nd year	133,519
Grade 12 - 1st year	141,882
2nd year	148,134
Clerical Assistants - 1st year (or under 17 years)	26,337
2nd year (or 17 years)	29,585
3rd year (or 18 years)	35,595
4th year (or 19 years)	40,429
5th year (or 20 years)	42,871
6th year (or 21 years)	47,561
7th year	49,322
8th year	50,667
9th year	51,626
Class 1 - 1st year	53,767
2nd year	55,102
Class 2 - 1st year	57,141
2nd year	58,615
Class 3 - 1st year	59,777
2nd year	61,399
Class 4 - 1st year	62,576
2nd year	63,666
Horticulturist Labourer (Applies to employees engaged prior 1 July 2010)	
Level 1	53,767
Level 2	56,144
Level 3	58,615
Horticulturist Labourer (Applies to employees engaged prior 1 July 2010)	
Level 1 Grade 1	62,576
Level 1 Grade 2	64,285
Level 2 Grade 1	66,003
Level 2 Grade 2	67,330
Horticultural Technician (Applies to employees engaged prior 1 July 2010)	
Grade 1	70,425
Grade 2	71,711
Senior Horticultural Technician (Applies to employees engaged prior 1 July 2010)	
Grade 1	76,191
Grade 2	79,297
Horticultural Apprentice (Applies to employees engaged post 1 July 2010)	
1st Year	26,158
2nd Year	30,917
3rd Year	35,671
4th Year	42,808

Gardener (Applies to employees engaged post 1 July 2010)	
Grade 1	47,561
Grade 2	49,807
Grade 3	51,149
Horticulturalist (Applies to employees engaged post 1 July 2010)	
Grade 1	60,533
Grade 2	62,349
Grade 3	64,220
Grade 4	67,329
Horticultural Supervisor (Applies to employees engaged post 1 July 2010)	
Grade 1	71,488
Grade 2	73,633
Grade 3	75,842
Keeper Grade 4 (Specialist) - Level 2 (only available to ongoing employees employed as a Keeper on 8 December 2005)	85,488
Keeper as at Jan 06	
Trainee Keeper -	
Level 1	45,402
Level 2	48,427
Level 3	51,455
Level 4	54,481
Keeper -	
Level 1	60,534
Level 2	63,560
Level 3	66,586
Level 4	69,616
Senior Keeper -	
Level 1	72,641
Level 2	78,694
Keeping Unit Supervisor -	
Year 1	87,776
Year 2	89,592
Year 3	91,405
Keeper before Jan 06	
Grade 1	
Level 01	56,591
Level 02	57,140
Level 03	58,084
Level 04	59,210
Grade 4	
Level 01	77,577
Level 02	85,486
Gate Receptionists	60,273
Junior Designer	
Grade 1	51,596
Grade 2	53,660
Grade 3	55,805
Grade 4	58,035
Designer	
Grade 1	59,777
Grade 2	62,463
Grade 3	65,275
Grade 4	68,215
Grade 5	71,282

Senior Designer	
Grade 1	74,852
Grade 2	78,592
Grade 3	82,520

Table 2 - Other Rates and Allowances payable in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award (2009).

Effective from the first pay period to commence or after the dates 1 July 2019.

Item No.	Clause No.	Brief Description	Amount \$
1	7.4	Overtime Meal Allowance: Dinner Supper	31.25 11.55
2	10.1	First Aid Allowance Holders or basic qualifications: Holders of current occupational first aid certificate:	17.90 per week 26.91 per week
3	10.1	Casual First-aid allowance	17.90 per week
4	10.2	Uniforms - Laundry Allowance Gate Receptionist Laundry Allowance	7.45 per week 5.48 per week
5	10.3	Disability Allowance at Western Plains Zoo Payable only to existing keepers (ongoing, temporary and casual) employed before 1 July 2010, for the term of their current contract	15.20 per week
6	10.4	Meal Allowance: Capital Cities Breakfast Lunch Dinner Meal Allowance: Country Centres Breakfast Lunch Dinner	28.15 31.65 53.90 25.20 28.75 49.60

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

LOCAL GOVERNMENT, AGED, DISABILITY AND HOME CARE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 270523 of 2019)

Before Chief Commissioner Kite
Commissioner Constant
Commissioner Sloan

2 September 2019

VARIATION

1. Delete Part B Monetary Rates, of the award published 19 February 2016 (379 I.G. 254) and insert in lieu thereof the following:

PART B

Table 1 - Monetary Rates

	Current Rate Per Week from 28 September 2019 \$
Care Service Employees	
New Entrant Grade 1 Junior	737.20
Grade 1	860.60
Grade 2	914.50
Grade 3	969.20
Grade 4	
- Level 1	1,019.80
- Level 2	1,106.70
Grade 5 - from	1,180.40
- to	1,744.20

1. Note: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.
2. Note: Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

	Current Rate Per Week from 28 September 2019 \$
Maintenance Supervisors	
Maintenance Supervisor (Otherwise)	1,012.60
Maintenance Supervisor (Otherwise)	
- in charge of staff	1,034.50

Maintenance Supervisor (Tradesperson)	1,097.90
Catering Officer	
Trainee Catering Officer	
1st year	895.80
2nd year	911.90
3rd year	930.40
Assistant Catering Officer	
80-120 beds	939.60
120-300 beds	1,000.70
300-500 beds	1,073.90
500-1000 beds	1,102.40
Catering Officer	
80-120 beds	1,044.80
120-200 beds	1,073.90
200-300 beds	1,102.40
300-500 beds	1,157.40
500-1000 beds	1,249.30
Diversional Therapist	
1st year of experience	934.60
2nd year of experience	981.10
3rd year of experience	1,027.10
4th year of experience	1,072.90
5th year of experience and thereafter	1,117.00
Dieticians	
1st year of service	1,017.50
2nd year of service	1,062.20
3rd year of service	1,115.30
4th year of service	1,172.80
5th year of service	1,226.00
6th year of service	1,268.40
7th year of service	1,300.50
Therapists and Social Workers (excluding Diversional Therapists)	
1st year of service	991.10
2nd year of service	1,017.50
3rd year of service	1,062.20
4th year of service	1,115.30
5th year of service	1,172.80
6th year of service	1,226.00
7th year of service	1,268.40
8th year of service & thereafter	1,300.50
Apprentices	
Apprentice Cook	
1st year	581.50
2nd year	799.60
3rd year	896.50

Apprentice Gardener	
1st year	484.60
2nd year	581.50
3rd year	775.40
4th year	872.30
Homecare Employees	
Grade 1	865.50
Grade 2	908.00
Grade 3	971.00

	Current Rate Per week from 28 September 2019 \$
Live-in Homecarers	
Grade 1 Daily Rate	225.00
Grade 2 Daily Rate	254.20
Grade 3 Daily Rate	294.70
Clerical & Administrative Employees	
Juniors	
At 16 years of age and under	470.80
At 17 years of age	533.50
At 18 years of age	611.70
At 19 years of age	689.40
At 20 years of age	760.10
Adults	
Grade 1	928.80
Grade 2	984.00
Grade 3	1,031.60
Grade 4	1,087.90
Grade 5	1,137.00

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

Table 2 - Allowances

Item No.	Clause No.	Brief Description		Current Rate \$
1	6(xi)(c)	Broken Shift	per shift	10.97
2	8(iii)(a)	Overtime - Breakfast *	per meal	13.74
3	8(iii)(b)	Overtime - Luncheon *	per meal	17.75
4	8(iii)(c)	Overtime - Evening Meal *	per meal	25.92
5	9(iii)(b)	Overtime - recall use of own vehicle *	per km	0.39
6	9(iii)(c) 13(i)	On Call Allowance	per day (24 hrs)	17.89
7	13(ii)	Climatic & Isolation Allowance	Per/week	7.10
8	15(i)(a)	Climatic & Isolation Allowance	per week	13.45

9	15(i)(b)	Cleaning/Scraping Work - Confined Space	per hour	0.66
10	9(ii)(c)	Cleaning Scraping Work - Boiler/Flue	per hour	1.07
11	15(iii)	Linen Handling - Nauseous Nature	per hour	0.34
12	15(v)	Use of own vehicle	per week	0.77
13	15(ix)	Laundry & Dry Cleaning certificate Allowance	per week	11.83
14	26(ii)	Leading Hand Allowance - in charge 2 - 5 employees	per week	29.11
15	26(ii)	Leading Hand Allowance - in charge 6 - 10 employees	per week	41.65
26	26(ii)	Leading Hand Allowance - in charge 11 - 15employees	per week	52.60
17	26(ii)	Leading Hand Allowance - in charge 16 - 19 employees	per week	64.23
18	28(i)(c)	Uniform Allowance *	per week	7.05
19	28(i)(d)	Special Type Shoes Allowance *	per week	2.17
20	28(i)(e)	Cardigan or Jumper Allowance *	per week	2.10
21	28(i)(f)	laundry Allowance - Uniform *	per week	5.82
22	29(ii)(d)	Sleepover Allowance	per shift	51.99
23	39(vi)	Apprentice - TAFE Examination Allowance	per week	2.42

Note: Allowances marked * increased by CPI

2. Delete A.4, Minimum Wages of Schedule A - Training Wages, and insert in lieu thereof the following:

A.4 Minimum Wages

A.4.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause A5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Schedule B are:

	Highest year of schooling completed		
	Year 10 Per week \$	Year 11 Per week \$	Year 12 Per week \$
School leaver	342.90	378.00	453.80
Plus 1 year out of school	378.00	453.80	528.30
Plus 2 years out of school	453.80	528.30	614.00
Plus 3 years out of school	528.30	614.00	701.60
Plus 4 years out of school	614.00	701.60	701.60
Plus 5 or more years out of school	701.60	701.60	701.60

A.4.2 Minimum wages for part-time traineeships

(a) Wage Level A

The minimum wages for a trainee undertaking a part-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix B are:

	Highest Year of Schooling completed		
	Year 10 Per hour \$	Year 11 Per hour \$	Year 12 Per hour \$
School Leaver	11.28	12.43	14.92
Plus 1 year out of school	12.43	14.92	17.33
Plus 2 years	14.92	17.33	20.21
Plus 3 years	17.33	20.21	23.07
Plus 4 years	20.21	23.07	23.07
Plus 5 years or more	23.07	23.07	23.07

(b) School-based traineeships

The minimum wages for a trainee undertaking a school-based AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage A by Schedule B are as follows when the trainee works ordinary hours:

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Wage Level A	11.28	12.43

3. Delete Schedule B - Allocation of Traineeships to Wage Levels, and insert in lieu thereof the following:

Schedule B - Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

Wage Level A	AQF certificate level
Training package	
Business Services	I II III IV
Community Services	II III IV

4. This variation shall take effect from the beginning of the first full pay period to commence on or after 28 September 2019.

P. M. KITE, *Chief Commissioner*
N. CONSTANT, *Commissioner*
D. SLOAN, *Commissioner*

CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 269661 of 2019)

Before Chief Commissioner Kite
 Commissioner Constant
 Commissioner Sloan

2 September 2019

VARIATION

1. Delete subclause 7.4 of clause 7, Payment of Wages, of the award published 15 January 2016 (378 I.G. 824) and insert in lieu thereof the following:

7.4 State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under State Wage Case 2019. These adjustments may be offset against:

- (i) any equivalent over award payments, and/or;
 - (ii) Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

The following Minimum rates of wages shall take effect from the first pay period to commence on or after 16 December 2018.

Grade	SWC 2018 %	Weekly Rate Including 2018 Increase \$	SWC 2019 %	Weekly Rate Including 2019 Increase \$
1	2.5	762.80	2.5	781.90
2	2.5	791.10	2.5	810.90
3	2.5	836.50	2.5	857.40
4	2.5	892.90	2.5	915.20
5	2.5	975.10	2.5	999.50

Table 2 - Junior Wages

The minimum rates of wages per week for junior employees shall be as follows:

(a) Equivalent to grade 3 or above

Age	SWC 2018	Weekly Rate Including 2018 Increase	SWC 2019	Weekly Rate Including 2019 Increase
	%	\$	%	\$
At 17 years of age	2.5	402.60	2.5	412.70
At 18 years of age	2.5	497.65	2.5	510.10
At 19 years of age	2.5	568.65	2.5	582.90
At 20 years of age	2.5	671.40	2.5	688.20

(b) All other junior employees

Age	SWC 2018	Weekly Rate Including 2018 Increase	SWC 2019	Weekly Rate Including 2019 Increase
	%	\$	%	\$
Under 17 years of age	2.5	302.15	2.5	309.70
At 17 years of age	2.5	378.45	2.5	387.90
At 18 years of age	2.5	463.80	2.5	475.40
At 19 years of age	2.5	525.85	2.5	539.00
At 20 years of age	2.5	619.70	2.5	635.20

Table 3 - Telephone Canvassers (Other than for the Sale of Goods)

Classification	SWC 2018	Weekly Rate Full-time	SWC 2019	Weekly Rate Full-time	Weekly Rate Part-time (Weekly rate divided by 38)	Hourly Rate Casual (Weekly rate divided by 38 plus 20% loading Includes 1/12 holiday pay)
	%	\$	%	\$	\$	\$
Telephone Canvasser	2.5	732.40	2.5	750.70	19.80	25.90

Table 4 - Other Rates and Allowances

Item No.	Clause	Brief Description	2018 Amount \$	2019 Amount \$
1	9.9.1	Saturday Loadings: Adult	21.80	22.30
		Employees under 21 years of age	14.80	15.20
2	10.3.2	Meal Money (shift Work)	15.80	16.00
3	13.1	Meal Allowance (Overtime)	15.80	16.00
4	13.5	Own Car Allowance: per week For vehicle 1,500cc and under	116.10	119.00
		For a vehicle over 1,500cc	143.50	147.10
5	13.5	Own Car allowance For use on a casual or incidental basis	0.79 per Km	0.80 per Km
6	13.7	First-Aid Allowance	13.00	13.30

3. This variation shall take effect on and from the full pay period on or after 16 December 2019.

P. M. KITE, *Chief Commissioner.*
N. Constant, *Commissioner.*
D. SLOAN, *Commissioner.*

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ENTERTAINMENT AND BROADCASTING INDUSTRY - LIVE THEATRE AND CONCERT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 270535 of 2019)

Before Chief Commissioner Kite
Commissioner Constant
Commissioner Sloan

2 September 2019

VARIATION

1. Delete subclause 17.3 of clause 17, Classifications and Wage Rates, of the award published 26 December 2008 and award reprinted and published 27 January 2012 (372 I.G. 315) and insert in lieu thereof the following:

17.3 The rates of pay in this award include the adjustments payable under the State Wage Case of 2019. These adjustments may be offset against:

 - (i) any equivalent over award payments, and/or
 - (ii) award wage increase since 29 May 1991 other than safety net, State Wage Case, and Minimum rates adjustments.

2. Delete Part 9 - Monetary Rates to incorporate the State Wage Case decision 2019, and insert in lieu thereof the following:

PART 9

MONETARY RATES

Table 1 - Rates of Pay

Classification Level	Previous Rate (2018) \$	Total Min Per Week from FFPP after 28/09/19 (2019) \$
Theatrical Employee Level 1	717.40	738.92
Theatrical Employee Level 2	785.93	809.51
Theatrical Employee Level 3	814.45	838.88
Theatrical Employee Level 4	874.23	900.46
Theatrical Employee Level 5	902.77	929.85
Theatrical Employee Level 6	957.14	957.14
Theatrical Employee Level 7	1014.18	1044.61

Table 2 - Other Rates and Allowances

Item No.	Clause No.		CPI Classification	Total Min Per Week 2018 \$	Total Min Per Week from FFPP after 28/9/19 \$
1	20.1.1	Heads of Department supplying own tools	Work Related	10.66	10.98
2	20.1.1	Other Employees providing basic tools	Work Related	1.11	1.14
3	20.2	Laundry Allowance - Blouses and Shirts	Clothing and Shoe Repair	3.23	3.24
4	20.2	Laundry Allowance - Other Garments	Clothing and Shoe Repair	8.40	8.42
5	20.2	Laundry Allowance - Other than weekly employees	Clothing and Shoe Repair	2.58	2.59
6	20.2	Laundry Allowance - Other Employees Employees maximum per week	Clothing and Shoe Repair	11.70	11.72
7	20.3	Front of House - Shoes other than black	Clothing and Shoe Repair	2.37	2.38
8	20.3	Front of House - Shoes other than black maximum per week	Clothing and Shoe Repair	6.09	6.10
9	20.4.1(a)	Costume more unusual than reasonably necessary engaged by the week	Clothing and Shoe Repair	9.12	9.14
10	20.4.1(b)	Costume more unusual than reasonably necessary - than engaged by the week	Clothing and Shoe Repair	1.81	1.81
11	20.5.1	Allowance per recording	Work Related	127.78	131.62
12	23.5	Meal Allowance	Meal	9.97	10.26
13	23.6	Meal Allowance	Meal	15.16	15.62
14	34.8.2	Travel period less than one week	Accommodation	170.31	171.16
15	34.8.3	Travel period greater than one week - per week	Accommodation	594.93	597.90
16	34.8.3	Travel period greater than one week - per night	Accommodation	119.02	119.62
17	38.8.6(a)	Cash Allowance per week	Accommodation	594.93	597.90
18	38.8.6(b)	Cash Allowance per night	Accommodation	119.02	119.62
19	34.9	Meals - per day	Meal	55.59	57.26
20	34.9	Meals - maximum per week	Meal	278.00	286.34
21	34.10	Incidentals - per day	Expense Meal	16.19	16.58
22	34.10	Incidentals - maximum per week	Expense Meal	80.96	82.90

Table 3 - Reimbursement of Expenses

Destination	Previous rate (2018) \$	Amount first full pay period after 28/09/19 (2019) \$
Sydney and Melbourne	1136.14	1141.82
Adelaide, Hobart, Perth and Brisbane	859.31	863.61
Canberra	1001.98	1006.99
Other Places	783.25	787.17

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 28 September 2019.

P. M. KITE, *Chief Commissioner.*
N. CONSTANT, *Commissioner.*
D. SLOAN, *Commissioner.*

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MARINE CHARTER VESSELS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 270607 of 2019)

Before Chief Commissioner Kite
Commissioner Constant
Commissioner Sloan

2 September 2019

VARIATION

1. Delete subclause (v) of clause 6, Wages, of the award published 12 April 2002 (331 I.G. 875) and award reprinted and published 27 January 2012 (372 I.G. 420) and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2019. These adjustments may be offset against:
 - (a) Any equivalent over award payments, and/or
 - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Former Rate Per Week (2018) \$	SWC 2019 Per Week (applying a 3% increase) \$	Total Wages Per Week (2019) \$
Master (vessels 35m and over)	905.13	27.15	932.28
Engineer (vessels 35m and over)	905.13	27.15	932.28
Master (vessels 20m and over)	812.48	24.37	836.85
Engineer (vessels 20m and over)	812.48	24.37	836.85
Master (vessels under 20m but 18.25 and over)	796.27	23.89	820.16
Engineer (vessels under 20m but 18.25 and over)	796.27	23.89	820.16
Master (vessels under 18.25m)	791.86	23.76	815.62
General - purpose Hand	717.54	21.53	739.07

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount (applying 2018-19 June quarter CPI1.6%) \$
1	5(b)	Meal Allowance	12.00
2	6(iii)(a)	Certificate of Competency (per day or part thereof)	4.23
3	14(i)	Uniforms	14.55
4	17	Compensation for Personal Effects	1,157.37

3. This variation shall take effect from the beginning of the first pay period to commence on or after 28 September 2019 in accordance with the State Wage Case 2019.

P. M. KITE, *Chief Commissioner.*
N. CONSTANT, *Commissioner.*
D. SLOAN, *Commissioner.*

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MOTELS, ACCOMMODATION AND RESORTS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 269351 of 2019)

Before Chief Commissioner Kite
Commissioner Constant
Commissioner Sloan

2 September 2019

VARIATION

1. Delete subclause 12.2, Minimum Rates of Pay, of clause 12, Classifications and Wage Rates, of the award published 24 January 2020 (384 I.G. 911) and insert in lieu thereof the following:

12.2 Minimum Rates of Pay

Level & Classification	Beginning of FFP to commence on or after 16/12/18 (2.5%) from SWC 2018 \$	Beginning of FFP to commence on or after 16/12/19 (2.5%) from SWC 2019 \$
Introductory Level	709.70	727.40
LEVEL 1		
Hospitality Services Grade 1	732.30	750.60
LEVEL 2		
Hospitality Services Grade 2	766.10	785.30
Leisure Attendant Grade 1	766.10	785.30
Hospitality Administration and Front Office Grade 1	766.10	785.30
LEVEL 3		
Hospitality Services Grade 3	791.10	810.90
Hospitality Administration and Front Office Grade 2	791.10	810.90
Leisure Attendant Grade 2	791.10	810.90
LEVEL 4		
Hospitality Services Grade 4	836.50	857.40
Hospitality Administration and Front Office Grade 3	836.50	857.40
Leisure Attendant Grade 3	836.50	857.40
LEVEL 5		
Hospitality Services Grade 5	893.00	915.30
Hospitality Administration and Front Office Supervisor	893.00	915.30
LEVEL 6		
Hospitality Services Grade 6	918.60	941.60

2. Delete subclause 12.4 of clause 12, Classifications and Wage Rates, and insert in lieu thereof the following:

12.4 The rates of pay in this award include the adjustments payable under the State Wage Case 2019. These adjustments may be offset against:

- (i) Any equivalent over-award payments, and/or

(ii) Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

3. Delete paragraph 16.2.1 of subclause 16.2 of clause 16 Allowances, and insert in lieu thereof the following:

16.2.1 A full time or regular part-time employee who has a broken work day shall receive an additional allowance for a spread of hours prescribed as follows:

Spread of hours	Rate per day SWC 2019 \$
Under 10	Nil
10 but under 10-1/2	1.65
10-1/2 but under 11-1/2	3.30
11-1/2 or more	4.90

4. This variation shall take effect from the first pay period to commence on or after 16 December 2019.

P. M. KITE, *Chief Commissioner*
N. CONSTANT, *Commissioner*
D. SLOAN, *Commissioner*

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NURSES' (PRIVATE SECTOR) TRAINING WAGE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 269810 of 2019)

Before Chief Commissioner Kite
 Commissioner Constant
 Commissioner Sloan

2 September 2019

VARIATION

1. Delete paragraph (iv) in subclause (a) of clause 7, Wages, of the award published 2 August 1996 (294 I.G. 77) and reprinted 27 January 2012, (372 I.G. 588) and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2019. These adjustments may be offset against:
 - (a) any equivalent over award payments, and/or
 - (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 28 September 2019.

2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Monetary Rate for Trainees**

Highest Year of Schooling Completed			
Skill Level A - Year 10	Existing Rate	Increase	SWC2019
School Leaver	\$332.90	3%	\$342.90
1 year out of school	\$366.90	3%	\$377.90
2 years out of school	\$440.60	3%	\$453.80
3 years out of school	\$512.90	3%	\$528.30
4 years out of school	\$596.10	3%	\$614.00
5 years out of school	\$681.20	3%	\$701.60

Highest Year of Schooling Completed			
Skill Level A - Year 11	Existing Rate	Increase	SWC 2019
School Leaver	\$367.00	3%	\$378.00
1 year out of school	\$440.60	3%	\$453.80
2 years out of school	\$512.90	3%	\$528.30
3 years out of school	\$596.10	3%	\$614.00
4 years out of school	\$681.30	3%	\$701.70
5 years out of school	\$681.30	3%	\$701.70

Highest Year of Schooling Completed			
Skill Level A - Year 12	Existing Rate	Increase	SWC 2019
School Leaver	\$440.60	3%	\$453.80
1 year out of school	\$512.90	3%	\$528.30
2 years out of school	\$596.10	3%	\$614.10
3 years out of school	\$681.30	3%	\$701.40
4 years out of school	\$681.30	3%	\$701.40
5 years out of school	\$681.30	3%	\$701.40

Table 2 - Monetary Rates for School Based Traineeships

Year of Schooling - Year 11	Existing Rate	Increase	SWC 2019
Skill Level 1	\$319.90	3%	\$329.50
Year of Schooling - Year 12	Existing Rate	Increase	SWC 2018
Skill Level 1	\$367.00	3%	\$378.00

Table 3 - Wages - School Based Traineeships

Year of Schooling - Year 11	Existing Rate	Increase	SWC 2019
Skill Levels A,B,C.	\$222.30	3%	\$229.00
Year of Schooling - Year 12	Existing Rate	Increase	SWC 2018
Skill Levels A,B,C.	\$243.40	3%	\$250.70

2. This variation shall take effect from the first full pay period commencing on and from 28 September 2019.

P. M. KITE, *Chief Commissioner*
N. CONSTANT, *Commissioner*
D. SLOAN, *Commissioner*

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NURSING HOMES, &c., NURSES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 269760 of 2019)

Before Chief Commissioner Kite
Commissioner Constant
Commissioner Sloan

2 September 2019

VARIATION

1. Delete subclause (iii) of clause 49, Area Incidence and Duration, of the award published 24 January 2020 (386 I.G. 273) and insert in lieu thereof the following:

- (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2019. These adjustments may be offset against:
- (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 28 September 2019.

2. Delete Part B Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the first full pay period on or after 28 September 2019.

Classification	SWC 2018 FFPP 28/09/2018	Increase 3%	SWC 2019 FFPP 28/09/2019
Assistant in nursing/trainee enrolled nurse			
Under 18 years			
First year of experience	\$690.40	3%	\$711.10
Second year of experience	\$721.10	3%	\$742.70
Thereafter	\$749.70	3%	\$772.20
18 years and over			
First year of experience	\$811.40	3%	\$835.70
Second year of experience	\$836.40	3%	\$861.50
Third year of experience	\$861.80	3%	\$887.70
Thereafter	\$887.90	3%	\$914.50
Enrolled nurse			
First year of experience	\$990.20	3%	\$1,019.90

Second year of experience	\$1,010.40	3%	\$1,040.70
Third year of experience	\$1,032.00	3%	\$1,063.00
Fourth year of experience	\$1,053.20	3%	\$1,084.80
Thereafter	\$1,074.50	3%	\$1,106.70
Registered nurse general, MR Psych., Infants, geriatric, midwifery			
First year of service	\$1,118.30	3%	\$1,151.80
Second year of service	\$1,177.80	3%	\$1,213.10
Third year of service	\$1,237.00	3%	\$1,274.10
Fourth year of service	\$1,300.40	3%	\$1,339.40
Fifth year of service	\$1,363.50	3%	\$1,404.40
Sixth year of service	\$1,426.50	3%	\$1,469.30
Seventh year of service	\$1,498.70	3%	\$1,543.70
Eighth year of service	\$1,558.90	3%	\$1,605.70
Nursing unit manager (personal to current occupants as at 1 march 1999).			
Level 1			
First year	\$1,726.10	3%	\$1,777.90
Second year	\$1,774.00	3%	\$1,827.20
Level 2			
Level 3	\$1,820.30	3%	\$1,874.90
Level 3			
Nurse undergoing pre-registration Assessment	\$968.00	3%	\$997.00
Clinical nurse specialist	\$1,621.80	3%	\$1,670.50
Clinical nurse consultant	\$1,910.50	3%	\$1,967.80
Clinical nurse educator	\$1,621.80	3%	\$1,670.50
Nurse educator			
First year	\$1,726.00	3%	\$1,777.80
Second year	\$1,774.00	3%	\$1,827.20
Third year	\$1,816.70	3%	\$1,871.20
Fourth year	\$1,910.50	3%	\$1,967.80
Senior nurse educator			
First year	\$1,956.00	3%	\$2,014.70
Second year	\$1,995.50	3%	\$2,055.40
Third year	\$2,061.10	3%	\$2,122.90
Assistant director of nursing			
Less than 150 beds	\$1,774.00	3%	\$1,827.20
150-250 beds	\$1,910.50	3%	\$1,967.80
250 beds and over	\$1,956.00	3%	\$2,014.70
Deputy director of nursing			
Less than 20 beds	\$1,809.40	3%	\$1,863.70
20 beds, less than 75 beds	\$1,855.30	3%	\$1,911.00
75 beds, less than 100 beds	\$1,897.70	3%	\$1,954.60
100 beds, less than 150 beds	\$1,937.40	3%	\$1,995.50
150 beds, less than 200 beds	\$1,995.40	3%	\$2,055.30
200 beds, less than 250 beds	\$2,061.10	3%	\$2,122.90
250 beds, less than 350 beds	\$2,137.30	3%	\$2,201.40
350 beds, less than 450 beds	\$2,212.40	3%	\$2,278.80
450 beds, less than 750 beds	\$2,293.70	3%	\$2,362.50
750 beds and over	\$2,381.30	3%	\$2,452.70

Director of nursing			
Less than 25 beds	\$2,019.90	3%	\$2,080.50
25 beds, less than 50 beds	\$2,137.30	3%	\$2,201.40
50 beds, less than 75 beds	\$2,182.40	3%	\$2,247.90
75 beds, less than 100 beds	\$2,227.20	3%	\$2,294.00
100 beds, less than 150 beds	\$2,290.60	3%	\$2,359.30
150 beds, less than 200 beds	\$2,366.30	3%	\$2,437.30
200 beds, less than 250 beds	\$2,441.60	3%	\$2,514.80
250 beds, less than 350 beds	\$2,532.30	3%	\$2,608.30
350 beds, less than 450 beds	\$2,683.50	3%	\$2,764.00
450 beds, less than 750 beds	\$2,837.70	3%	\$2,922.80
750 beds and over	\$3,014.00	3%	\$3,104.40

Table 2 - Other Rates and Allowances

Item No.	Brief Description	Clause No.	Rate 2018 \$	Increase %	Rate 2019 \$	Period
1	In Charge of Nursing Home (a) less than 100 beds (b) 100 beds and less than 150 beds	10(i)(a)	27.73	3	28.56	per shift
			44.63	3	45.97	per shift
2	In Charge of ward/unit	10(i)(b)	27.73	3	28.56	per shift
3	On Call	10(ii)(a)	24.70	3	25.44	per 24 hours or part thereof
4	On Call on rostered days off	10(ii)(b)	49.40	3	50.88	per 24 hours or part thereof
5	On Call During Meal Break	10(ii)(c)	13.37	3	13.77	per shift
6	Travelling Allowance	10(ii)(d)	0.78	1.6	0.79	per km
7	Climatic Allowance	11(i)	5.12	3	5.27	per week
8	Isolation Allowance	11(ii)	9.90	3	10.20	per week
9	Expense Allowance for DON's less 100 beds 100 - 299 beds 300 - 499 beds over 500 beds	13	283.28	1.6	287.81	per annum
			565.36	1.6	574.41	per annum
			848.66	1.6	862.24	per annum
			1,132.32	1.6	1,150.44	per annum
10	Uniforms	16(iii)(a)	7.60	1.6	7.72	per week
11	Shoes	16(iii)(a)	2.35	1.6	2.39	per week
12	Cardigan or Jacket	16(iii)(b)	2.28	1.6	2.32	per week
13	Stockings	16(iii)(c)	3.96	1.6	4.02	per week
14	Socks	16(iii)(d)	0.79	1.6	0.80	per week
15	Laundry	16(iv)	6.35	1.6	6.45	per week
16	Meal on Overtime	18(vi)	11.19	1.6	11.37	per week
17	Breakfast	28(i)(c)	4.19	1.6	4.26	per week
18	Other Meals	28(i)(c)	7.59	1.6	7.71	per week

Table 3 - Continuing Education Allowances

Item No.	Brief Description	Clause No.	Rate 2018 \$	Increase %	Rate 2019 \$	Period
1	Continuing education allowance: RN	10A(vii)	23.26	3	23.96	per week
2	Continuing education allowance: RN	10A(viii)	38.76	3	39.92	per week
3	Continuing education allowance: RN	10A(ix)	45.61	3	47.91	per week

4	Continuing education allowance: EN	10A(x)	15.50	3	15.97	per week
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3. This variation shall take effect from the beginning of the first full pay period to commence on or after 28 September 2019.

P. M. KITE, *Chief Commissioner*
N. CONSTANT, *Commissioner*
D. SLOAN, *Commissioner*

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RESTAURANTS, &c., EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 269451 of 2019)

Before Chief Commissioner Kite
 Commissioner Constant
 Commissioner Sloan

13 February 2019

VARIATION

1. Delete Part B, Monetary Rates of the award made 13 February 2019 and insert in lieu thereof the following:

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

Classification	SWC 2018 2.5% \$	SWC 2019 2.5% \$
Grade 1	719.10	737.10
Grade 2	742.00	760.60
Grade 3	776.80	796.20
Grade 4	802.10	822.20
Grade 5	848.70	869.90
Grade 6	903.40	926.00
Grade 7	932.30	955.60

The rates of pay in this award include the adjustments payable under the State Wage Case 2019. These adjustments may be offset against:

- (a) any equivalent over award payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

Table 2 - Other Rates and Allowances

Item No	Clause No.	Brief Description	SWC 2018 2.5% \$	SWC 2019 2.5% \$
1	7.1	Meal Allowance	14.90	15.30
2	14.2	Apprentice's Tool Allowance	0.92	0.94
3	23.1	Laundry Allowance: - special clothing requiring ironing - special clothing not requiring ironing	4.30 per day to a Maximum of 13.00 2.50 per day to a Maximum of 7.40	4.40 per day to a Maximum of 13.30 2.56 per day to a Maximum of 7.60

The rates at Table 1 and Table 2 shall take effect from the first full pay period to commence on or after 16 December 2019.

P. M. KITE, *Chief Commissioner*
N. CONSTANT, *Commissioner*
D. SLOAN, *Commissioner*

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SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 269411 of 2019)

Before Chief Commissioner Kite
Commissioner Constant
Commissioner Sloan

2 September 2019

VARIATION

1. Delete paragraph 11.1.2 of clause 11, Wages of the award published 21 February 2020 (386 I.G. 620), and insert in lieu thereof the following:

11.1.2 The rates of pay in this award include the adjustments payable under the State Wage Case of 2019. These adjustments may be offset against:

- (i) any equivalent over-award payment, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay Per 38-Hour Week

Classification	Former rate per week SWC 2018 \$	New rate per week SWC 2019 \$
Grade 1	816.70	837.10
Grade 2	841.50	862.50
Grade 3	856.70	878.10
Grade 4	880.40	902.40
Grade 5	910.20	933.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Rate Per Week from the first pay period to commence on or after 16 December 2018 \$	Rate Per Shift from the first pay period to commence on or after 16 December 2018 \$	Rate Per Week from the first pay period to commence on or after 16 December 2019 \$	Rate Per Shift from the first pay period to commence on or after 16 December 2019 \$
	12.1	Leading Hand Allowance		Casuals only		Casuals only
1		up to 5 Employees	36.10	7.40	37.00	7.60

2		6 to 10 Employees	40.90	9.20	41.90	9.40
3		11 to 15 Employees	53.50	10.70	54.80	11.00
4		16 to 20 Employees	61.70	12.40	63.20	12.70
5		Over 20 Employees	61.70	12.40	63.20	12.70
6		for each Employee Exceeding 20, extra	0.90	0.24	0.92	0.25
7	12.2	Relieving Officer	35.90		36.80	
	12.3	First Aid Allowance		Casuals only		Casuals only
8		Industrial	20.30	4.10	20.80	4.20
9	12.4	Gun Allowance	13.90	2.90	14.20	3.00
10	12.5	Locomotion Allowance		All employees		
11		Motor Vehicle/cycle		33.40		34.20
12		Bicycle		3.60		3.70
13	12.6	Meal Allowance		10.60		10.90
14	12.7	Fares Allowance		9.10		9.30
15	12.8	Overnight Meal Allowance		86.80		89.00
			Permanent Employees Rate Per Hour	Casual Employees Rate per Hour	Permanent Employees Rate Per Hour	Casual Employees Rate Per Hour
16	12.9	Aviation Allowance	1.46	1.46	1.50	1.50

3. This variation shall take effect from the first full pay period to commence on or after 16 December 2019.

P. M. KITE, *Chief Commissioner.*
N. CONSTANT, *Commissioner*
D. SLOAN, *Commissioner*

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SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 269574 of 2019)

Before Chief Commissioner Kite
Commissioner Constant
Commissioner Sloan

2 September 2019

VARIATION

1. Delete subclause (b) of clause 38, Wages, of the award published 24 January 2020 (386 IG. 349) and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2019. These adjustments may be offset against:
 - (i) any equivalent over award payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete (i) of Table 1 - Wages in Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

(i)

Group No.	Description	Former Rate Per Week \$	SWC 2019 2.5% \$	Total Rate Per Week \$
1	Shop assistants, demonstrators, trolley collector, salespersons outdoor, employees driving a forklift or using mechanical equipment as required, the role of Santa Claus, ticket writers, mannequins, order hands, reserve stock hands (including reserve stock hands in theatre distributing services), employees delivering goods (other than newspapers and the like) by bicycle or tricycle, employees engaged in the cooking or the preparation of provisions for sale in the shop of the employer, cashiers in special shops, persons employed on information desks and/or on customer services or as full-time messengers, employees engaged in the installation (other than installation requiring trade skill), servicing, stocking, collection of money from, and preparation of, commodities for sale in automatic vending devices, employees engaged in the pre- packing, weighing, pricing of fruit and/or vegetables on the shop premises, employees principally	788.70	19.70	808.40

	engaged in hiring out activities in a shop, and waitresses in confection shops employed waiting on tables for two hours or more per day			
2	(a) Window Dresser Employees principally engaged in dressing windows. (b) Window dressers under 21 years of age shall be paid as per Item 8 of table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rates prescribed by subclause (c) of Clause 38 Wages.	797.00	19.90	816.90
3	Branch Supervisor Shop assistants engaged in supervising branch grocery shops	803.30	20.10	823.40
4	Shop Assistants in charge of a shop or a department in a shop not being a shop assistant temporarily in charge during the absence of persons ordinarily in charge of the shop or department, but including employees employed as relieving shop assistants in charge of a: shop (i) Without the duty of buying - In charge of from nil to 4 assistants In charge of from 5 to 12 assistants In charge of from 13 to 25 assistants In charge of over 25 assistants (ii) With the duty of buying - In charge of from nil to 4 assistants In charge of from 5 to 12 assistants In charge of from 13 to 25 assistants In charge of over 25 assistants	803.40 815.00 829.10 839.80 805.40 818.20 835.00 844.50	20.10 20.40 20.70 21.00 20.10 20.50 20.90 21.10	823.50 835.40 849.80 860.80 825.50 838.70 855.90 865.60
5	Employees in charge of a motor and/or horse drawn vehicle selling stock carried on the vehicle products of a kind which usually are sold by confection/ take-away food shops Employees under the age of 21 years but not less than the age of 18 years shall be paid the percentages of the rate for an adult contained in (ii) of Table 1 - clause 38 Wages.	812.30	20.30	832.60
6	Retail Merchandiser as defined by subclause (xi) of clause 2. Definitions	788.70	19.70	808.40

3. Delete Table 2 - Other Rates & Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 2 - Other Rates & Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	2.99 per shift
2	5(a)	Night interval employees (working one night per week)	4.77 per shift
3	6(i) (b),(c) 36(i)(d) 6(ii)(a)	Meal Allowances	15.80

4	6(ii) 16(vii)	Breakfast Allowance	8.70
5	14(a)(ii)	General Shops - Loading for casual employees working on a Saturday: Engagements up to and including four hours - Adult employees Employees under 21 years of age Engagements exceeding four hours - Adult Employees Employees under 21 years of age	8.82 per shift 5.64 per shift 18.04 per shift 9.74 per shift
	14(a)(iii)	Special and Confection Shops - Loading for casual employees working on a Saturday: Adult Employees Employees under 21 years of age	8.82 per shift 5.64 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	2.61 each night
7	25(i)	Laundering Allowance (if any article requires ironing): Full-time employee Part-time and casual employee Maximum payment Laundering Allowance (if none of the articles require ironing): Full-time employee Part-time and casual employee Maximum payment	11.70 4.10 11.70 7.00 2.60 7.00
8	38(1)(i) 2(b)	Window Dressers under the age of 21	12.00 per week
9	35(i)(a)	Section Head	17.70 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	40.20 per week
11	35(i)(c)	Employee with a licence under the <i>Liquor Act</i> 1982	27.60 per week
12	35(ii)(a)	Employee delivering goods	5.80 per week
13	35(ii)(b)	Employee engaged in photographic or other modelling	58.10 per week 11.80 per day
14	35(ii)(c)	First-aid attendant	2.40 per day
15	35(ii)(d)	Employee engaged to speak a second language	11.60 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	23.80 per week 11.80 per week
17	35(iv)	Bicycle Allowance Motorcycle Allowance	14.10 per week 42.60 per week
18	35(iv)	Motor Car Allowance: car up to and including 2000cc car over 2000cc allowance per kilometre travelled	148.20 per week 176.50 per week 0.44 per km
19	35(iv)	Allowance for kilometre travelled: car under and including 2000cc car over 2000cc	0.67 per km 0.73 per km
	35(iv)	Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.80 per km
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	11.20 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	16.80 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	22.40 per week

23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours -	
		At 19 years of age and over	20.44 per hour
		Under 19 years of age	20.05 per hour
	36(ii)(b)	Saturday Loading -	
		Adult Employees	8.82
		Under 21 years	5.64

4. This variation shall take effect from the first full pay period to commence on or after 16 December 2019.

P. M. KITE, *Chief Commissioner*
N. CONSTANT, *Commissioner*
D. SLOAN, *Commissioner*

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