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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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**CROWN EMPLOYEES (AUSTRALIAN MUSIC EXAMINATIONS
BOARD (NSW) EXAMINERS, ASSESSORS AND CHIEF EXAMINERS)
AWARD 2020**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Education Standards Authority.

(Case No. 5332 of 2020)

Before Acting Chief Commissioner Constant

15 January 2020

AWARD

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PART B

MONETARY RATES

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2. Dictionary

- 2.1 "AMEB (NSW)" means the Australian Music Examinations Board of New South Wales, which is the State agency in New South Wales of the Australian Music Examinations Board.
- 2.2 "Assessors" means persons employed to undertake marking of the AMEB (NSW) written examination papers and paid by the number of papers marked per hour.
- 2.3 "Chief Examiners" means persons employed to provide expert advice on all aspects of syllabus development and interpretation, examination practice and procedures, and professional issues relating to the training, development and conduct of examiners, and other duties as directed by the State Manager, for a group of instruments.
- 2.4 "Chief Executive Officer" means the person holding or acting in the office of the Chief Executive Officer of the NSW Education Standards Authority pursuant to section 8 of the *NSW Education Standards Authority Act 2013*. The Chief Executive Officer is the Agency Head pursuant to section 28 of the *Government Sector Employment Act 2013*. Reference to the Chief Executive Officer may from time to time refer to his/her delegate, meaning a person delegated by the Chief Executive Officer to perform functions associated with the office.
- 2.5 "Employees" means Chief Examiners, Assessors and Examiners employed by the NSW Education Standards Authority.
- 2.6 "Examination Headquarters" means the Australian Music Examinations Board Music Studios at 117 Clarence Street, Sydney.
- 2.7 "Examiners" means persons employed to undertake the AMEB (NSW) practical examinations at the AMEB (NSW) headquarters and other various locations throughout New South Wales and paid by the number of hours worked.
- 2.8 "Metropolitan Area" means a 40-kilometre radius from the AMEB (NSW) examination headquarters.
- 2.9 "Parties" means the NSW Education Standards Authority, the Australian Education Union New South Wales Teachers Federation Branch and the Independent Education Union of Australia NSW/ACT Branch.
- 2.10 "State Manager" means the State Manager, AMEB (NSW), employed under the *Government Sector Employment Act 2013* by the NSW Education Standards Authority and accountable to the Chief Executive Officer, NSW Education Standards Authority for the total management of the AMEB (NSW) and the management of the AMEB (NSW) personnel and finances.
- 2.11 "Superannuation Guarantee Contribution (SGC)" is the minimum compulsory level of superannuation contributions employers are required to make for their employees under the Commonwealth's Superannuation Guarantee legislation.
- 2.12 "Unions" means the Australian Education Union New South Wales Teachers Federation Branch and the Independent Education Union of Australia NSW/ACT Branch.

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 procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in 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.

4. Marking Rates - Base Rates

- 4.1 Assessors and examiners are engaged on a casual basis, depending on the number of candidates enrolled in written and practical examinations. The base rate of pay is as set out in Table 1 - Base Rates of Part B, Monetary Rates.
- 4.2 The conduct of online assessment is being developed in stages. This will also allow for on-screen assessment preliminary to grade 2 (Theory, Musicianship and Music Craft) to be automatically marked by computer from 2010. During the transition from paper based to online examinations, paper based examinations will continue to be marked by assessors and remunerated in accordance with clause 5.1.

5. Marking Rates (Written)

- 5.1 The rate for the marking of written examination papers by assessors shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates, divided by the number of papers to be marked in one hour for each subject and grade, as set out below:

Examination and grade theory	No. of papers per hour	Examination and grade musicianship	No. of papers per hour	Speech and drama	No. of papers per hour
1	15	1	15	4	3
2	14	2	14	5	3
3	10	3	10	6	2
4	8	4	7	7	1.5
5	6	5	7		
6	5	6	6		
7	3	7	3		
		8	3		

6. Examining Rates (Practical)

- 6.1 The rate for practical examining for examiners shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates.

7. Meal Allowance

- 7.1 Meal allowances are payable to examiners and shall be paid pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.

8. Travel and Living Allowance

- 8.1 An allowance as set out in Item 1 of Table 3 - Other Rates and Allowances of Part B, Monetary Rates, is payable in respect of travel within the metropolitan area to the AMEB (NSW) examination headquarters. This allowance is not payable more than once in relation to any given day.

The travel allowance is based on the allowance rates for casual use of motor vehicles applied to an average 40 km and paid pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor as amended from time to time.

- 8.2 The travel allowance for examiners who are required to travel to venues other than the AMEB (NSW) examination headquarters or from outside the metropolitan area to the AMEB (NSW) examination headquarters, is based on the use of a private motor vehicle paid on the greater of:

8.2.1 the basis of cents per kilometre up to 8,000 kms per annum and over 8,000 kms per annum at the respective rates as set out in Item 2 of the said Table 3 and is payable to examiners in respect of each km travelled in excess of the total distance between the examiner's usual place of residence and the AMEB (NSW) examination headquarters or 40 kms, whichever is the lesser, and in circumstances where a rental motor vehicle is not utilised; or

8.2.2 the cost of public transport or, at the sole discretion and with the prior approval of the State Manager, taxi cabs, as substantiated by receipts or other acceptable proof of expenditure; or

8.2.3 the rate pursuant to subclause 8.1 of this clause.

- 8.3 The travel allowance shall be adjusted in accordance with the above formulae and with the rates as determined by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor as amended from time to time.

- 8.4 Where it is reasonable for examiners required to travel pursuant to subclause 8.2 of this clause to be away from their homes overnight, they shall be entitled to a daily living allowance paid at the applicable rate pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor as amended from time to time.

9. Family Leave Provisions

- 9.1 The Chief Executive Officer must not fail to re-engage an Employee because:

9.1.1 The Employee or Employee's spouse is pregnant; or

9.1.2 The Employee is or has been immediately absent on parental leave

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

- 9.2 Personal Carers entitlement for Employees

9.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to evidentiary requirements set out below in subclause 9.3, and the notice requirements set out in subclause 9.4.

9.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or

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), a grandparent, grandchild or sibling of the Employee or of the spouse or de facto spouse of the Employee; or

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or a relative of the Employee who is a member of the same household, where for the purposes of this definition:

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

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

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

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

9.2.3 The Chief Executive Officer must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

9.3 The Employee, shall if required:

9.3.1 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

9.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the Employee.

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

9.4 The Employee must, as soon as reasonably practical 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 (drawn from AIRC order (PR964989)).

9.5 Bereavement entitlements for Employees

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

- 9.5.2 The Chief Executive Officer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.
- 9.5.3 The Chief Executive Officer must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.
- 9.5.4 The 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 (Drawn from AIRC order (PR964989)).

10. Chief Examiners

- 10.1 Chief Examiners shall be remunerated on a per annum allowance basis ascending according to student candidature in each respective instrument group. Chief Examiners are responsible for:
- 10.1.1 syllabus development and interpretation;
- 10.1.2 examination practice and procedures;
- 10.1.3 professional issues relating to the training, development and conduct of examiners and assessors;
- 10.1.4 other duties as directed by the State Manager.
- 10.2 Chief Examiners shall be remunerated by way of an allowance, paid annually and determined according to the candidature in their respective instrument group, as set out in Table 2 - Allowances for Chief Examiners of Part B, Monetary Rates.

11. Minimum Payment

- 11.1 No examiner scheduled to conduct examinations on any day shall be paid for less than three hours, calculated in accordance with this award, from the time examining commences.

12. Superannuation

- 12.1 All examiners, assessors and Chief Examiners shall be entitled to occupational superannuation at the applicable SGC rate for all payments pursuant to clauses 4, Marking Rates - Base Rates, 5, Marking Rates (Written), and 6, Examining Rates (Practical).

13. Salary Sacrifice to Superannuation

- 13.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 4, Marking Rates-Base Rates, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 13.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- 13.2.1 subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and

- 13.2.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 4 in the absence of any salary sacrifice to superannuation made under this award.
- 13.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- 13.3.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- 13.3.2 subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 13.4 Where an employee makes an election in terms of subclause 13.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 13.5 Where the employee is a member of a superannuation scheme established under:
- 13.5.1 the *Police Regulation (Superannuation) Act 1906*;
- 13.5.2 the *Superannuation Act 1916*;
- 13.5.3 the *State Authorities Superannuation Act 1987*;
- 13.5.4 the *State Authorities Non-contributory Superannuation Act 1987*; or
- 13.5.5 the *First State Superannuation Act 1992*,
- the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 13.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 13.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 13.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 4 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.
- 13.7 Should there be any delay in the scheduled increases in the Superannuation Guarantee Contributions, the parties will agree to vary the Award by consent to amend the increases to salaries and salary related allowances as appropriate.

14. Deduction of Unions' Membership Fees

- 14.1 The unions shall provide the employer with a schedule setting out unions' fortnightly membership fees payable by members of the unions in accordance with the unions' rules.
- 14.2 The unions shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of unions' fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

- 14.3 Subject to 14.1 and 14.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the unions' rules, provided that the employee has authorised the employer to make such deductions.
- 14.4 Monies so deducted from employees' pay shall be forwarded regularly to the unions together with all necessary information to enable the unions to reconcile and credit subscriptions to employee's union membership accounts.
- 14.5 Unless other arrangements are agreed to by the employer and the unions, all unions' membership fees shall be deducted on a fortnightly basis.
- 14.6 Where an employee has already authorised the deduction of union's membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

15. No Further Claims

- 15.1 Except as provided by the *Industrial Relations Act 1996*, prior to 31 December 2022, there shall be no further claims by the parties to this award for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this Award.

16. Hours of Work

- 16.1 The core paid hours of work for examiners shall be seven hours a day. Hours of work for examiners shall be scheduled by the State Manager between the bandwidth hours of 8.00 a.m. to 6.00 p.m. on any day of the week. However, Sunday work shall also be subject to examiner availability.
- 16.2 Examiners shall be entitled to a one-hour unpaid meal break between the hours of 12 noon and 2.00 p.m.
- 16.3 Examiners shall be entitled to a morning and afternoon tea break of ten minutes each, which shall count as time worked.
- 16.4 The rates specified in Table 1 - Base Rates of Part B, Monetary Rates incorporate loadings for casual engagement, sick leave and pro rata holidays, excepting the extended leave provisions of the *Government Sector Employment Act 2013*.
- 16.5 Work scheduled after the examiner has worked the core paid hours of work from Monday to Saturday and all work scheduled on a Sunday shall be paid at the appropriate rate as set out in Table 1 - Base Rates of Part B, Monetary Rates loaded by 50 per cent.
- 16.6 With the exception of the home to the first scheduled examining venue and the return home from the final examining venue travelling time between scheduled examining venues on the same day shall be paid at the rate applicable to the scheduled hours of work.

17. Conditions of Examining and Marking

- 17.1 Examiners and assessors shall strictly adhere to the official timetable, other than in circumstances recognised by the State Manager as being beyond their control.
- 17.2 The State Manager shall ensure that all examination centres have adequate facilities and that all occupational health and safety requirements are met. Where facilities are identified as inadequate, examiners are to assist by reporting to the State Manager to ensure remedial action can be initiated.
- 17.3 The AMEB (NSW) shall supply appropriate identification to examiners to be worn during their hours of work.

18. Examination Procedures

- 18.1 The examination procedures shall be in accordance with the Handbook for Examiners, issued annually by the AMEB (NSW), after consultation between the parties.

19. Recruitment of Examiners and Assessors

- 19.1 The AMEB (NSW) selection criteria for the recruitment of examiners and assessors include:
- 19.1.1 relevant music and/or speech and drama qualifications;
 - 19.1.2 developed skills in teaching and performance;
 - 19.1.3 excellent interpersonal skills;
 - 19.1.4 communications skills and ability to articulate concepts clearly;
 - 19.1.5 constructive, supportive and analytical report writing skills;
 - 19.1.6 sound understanding of the stylistic elements essential to performance;
 - 19.1.7 demonstrated knowledge of the AMEB (NSW) repertoire, syllabus requirements and regulations;
 - 19.1.8 demonstrated a professional understanding of the standards obtainable at each grade level within the syllabus and availability to examine.
- 19.2 Successful applicants shall be required to undertake mandatory induction training as appropriate and approved by the AMEB (NSW). Such training shall be paid at the base rate as set out in Table 1 - Base Rates of Part B, Monetary Rates.

20. Performance Development

- 20.1 The performance development scheme already agreed by the parties for examiners and assessors addresses three objectives and shall:
- 20.1.1 ensure that Chief Examiners and examiners and assessors engage in an appraisal process designed to improve the quality of examinations, and to focus it on the teaching and learning objectives of the AMEB (NSW);
 - 20.1.2 provide work reports to examiners and assessors who need these for employment purposes;
 - 20.1.3 assist examiners and assessors whose performance is causing concern.
- 20.2 The parties are to monitor the implementation of the performance development scheme and agree to appropriate refinements if required.
- 20.3 Training and Development - The annual training and development meeting of examiners and assessors shall continue to be conducted by the relevant adviser. Participating examiners and assessors shall continue to be considered to be on duty for this session.

21. System Improvements

- 21.1 The AMEB (NSW) acknowledges its continuing obligation to:
- 21.1.1 provide appropriate training to assist examiners in dealing with teachers, parents and candidates and in preparing examination reports;
 - 21.1.2 ensure teachers, parents and candidates are aware of the appropriate avenues of securing feedback from examiners on candidate performance.

- 21.2 Implementation of Revised Procedures - The parties agree to consult and co-operate in the development and implementation of operational and examination and assessment procedures.

22. Dispute Resolution Procedures

- 22.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- 22.1.1 Should any dispute (including a question or difficulty) arise, discussions shall be held between the State Manager and the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.
- 22.1.2 If the dispute is not resolved at this level, the matter shall be referred to the Chief Executive Officer, NSW Education Standards Authority or nominee, to enable discussions at this level with the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.
- 22.1.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

23. Duties as Directed

- 23.1 The State Manager or delegate may direct an employee to carry out such duties which are within the limits of the employee's skill, competence and training, consistent with the classifications covered by this award and provided that such duties do not promote deskilling.
- 23.2 Any directions issued by the State Manager pursuant to subclause 23.1 of this clause shall be consistent with the State Manager's responsibility to provide a safe and healthy working environment.

24. Work Health and Safety

- 24.1 For the purposes of this clause, the following definitions shall apply:
- 24.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family 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.
- 24.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family 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 employer which might otherwise have been carried out by the other employer's own employees.
- 24.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employers premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- 24.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 24.2.2 provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- 24.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 24.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 24.3 Nothing in this clause 24 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 24.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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

- 24.5 This clause operates from 21 March 2006.

25. Termination of Services

- 25.1 Any examiner is entitled to two weeks' notice of termination of scheduled services, or payment for the hours scheduled as an examiner, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work, or voluntary withdrawal by the examiner.

26. Area, Incidence and Duration

- 26.1 This award covers all persons employed by the NSW Education Standards Authority as AMEB (NSW) Examiners, Assessors and Chief Examiners.
- 26.2 This award rescinds and replaces the Crown Employees (Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers) Award 2017, published 5 May 2017 (381 I.G. 199).
- 26.3 This award shall take effect on and from 1 January 2020 with a nominal term until and including 31 December 2022.

PART B

MONETARY RATES

Table 1

	Amount Per Hour \$
Base rate on and from 1 January 2020	87.63
Base rate on and from 1 January 2021	89.62
Base rate on and from 1 January 2022	91.45

Table 2 - Allowances for Chief Examiners

Chief Examiners per annum allowance	2.5% On and from 1/1/20 \$	2.27% On and from 1/1/21 \$	2.04% On and from 1/1/22 \$
Level 1: candidature 0 to 100	1,034	1,058	1,079
Level 2: candidature 101 to 3,000	2,075	2,122	2,165
Level 3: candidature 3,001 to 15,000	3,109	3,180	3,245
Level 4: candidature Over 15,001	4,142	4,236	4,322

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	On and from 1/1/20 \$	On and from 1/1/21 \$	On and from 1/1/22 \$
1	8.1	Metropolitan travel allowance to AMEB (NSW) examination headquarters	10.88	10.88	10.88
2	8.2	Travel allowance per km outside metropolitan area: -Up to 8,000 km per annum -Over 8,000 km per annum	0.6800 0.272	0.680 0.272	0.680 0.272

N. CONSTANT, *Acting Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (MEDICAL OFFICERS) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 35181 of 2020)

Before Chief Commissioner Constant

20 March 2020

AWARD**Arrangement**

Clause No. Subject Matter

PART A**General**

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5. No Further Claims
6. Area, Incidence and Duration

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FORENSIC MEDICINE**

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9. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
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MEDICAL ADVISERS**

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PART D**MONETARY RATES**

Table 1 - Salaries

Table 2 - Salaries

PART A

General

1. Title

This award shall be known the Crown Employees (Medical Officers) Award 2020.

2. Parties

This award is made between the Industrial Relations Secretary, NSW Police Force, the Health Care Complaints Commission, and the Australian Salaried Medical Officers' Union (New South Wales).

3. Definitions

"Award" means Crown Employees (Medical Officers) Award 2020.

"Agency" or "Department" in Part C of this Award means the Office of the Health Care Complaints Commission ("HCCC").

"Agency Head" in Part C of this Award means the Commissioner of the Office of the Health Care Complaints Commission ("HCCC").

"Commissioner" in Part B of this Award means the Commissioner of Police in New South Wales, or any person duly appointed to act in such position from time to time.

"Union" means the Australian Salaried Medical Officers' Union (New South Wales).

"Head, Clinical Forensic Medicine Section" in Part D of this Award shall be a person qualified to be a Police (Forensic) Medical Officer appointed on the basis of merit selection on the occurrence of a vacancy as the clinical and administrative Head of the Clinical Forensic Medicine Section.

"Higher Qualification" in Part B of this Award means any such qualification obtained by a Police (Forensic) Medical Officer subsequent to graduation which is recognised as a higher qualification by the employer for the purposes of qualifying an employee for access to the higher qualification allowance applicable under subclause 7.3 of clause 7, Salaries and Progression. This may include:

- (a) post-graduate university degrees and diplomas recognised by the Medical Council of New South Wales as qualification; or
- (b) membership or fellowship of the Royal College or Royal Australasian College of Physicians; or
- (c) such other post-graduate qualification obtained by examination and recognised by the Medical Council of New South Wales, including fellowship of the Royal Australian College of General Practitioners.

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

"Medical Adviser" in Part C of this Award means and includes all persons employed as a Medical Adviser by the HCCC whether employed on a full time or part time basis.

"NSW Police Force" means New South Wales Police Force established by the *Police Act 1990*, (NSW).

"Police (Forensic) Medical Officer" in Part B of this Award means a non-executive administrative officer within the terms of the *Police Act 1990*, who is a person licensed or registered by the Australian Health Practitioner Regulation Agency.

"Officer" in Part B of this Award means a Police (Forensic) Medical Officer, as defined.

4. Anti-Discrimination

- 4.1 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 responsibility as a carer.
- 4.2 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.
- 4.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.4 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.
- 4.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

5. No Further Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2021 by a party to this Award.

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

6. Area, Incidence and Duration

- 6.1 This award rescinds and replaces the Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award published 18 August 2017 (381 I.G. 445) and the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award 2016 published 24 April 2020 (387 I.G.917).
- 6.2 This award shall continue to apply to officers employed within the Clinical Forensic Medicine section of the NSW Police as at 5 August 1996 or to persons who are subsequently employed within the Clinical Forensic Medicine Section.

Except where inconsistent with this award, the provisions of any other existing determinations or awards will continue to apply.

- 6.3 This Award will take effect from 4 February 2020. The Award will remain in force for the period to 30 June 2021 or until varied or rescinded in accordance with the provisions of *Industrial Relations Act 1996*.

PART B**NSW POLICE - MEDICAL OFFICERS - CLINICAL FORENSIC MEDICINE****7. Salaries and Progression**

7.1 The salaries set out in Table 1, of Part D of this award shall have effect from the date contained therein.

Police (Forensic) Medical Officer, Grade 1 shall be a medical practitioner with a minimum four years post-graduation experience. Such officers shall undertake a training period supervised by a suitable experienced and qualified Police (Forensic) Medical Officer, Grade 3 (or, in the event that no such officers are employed, a Police (Forensic) Medical Officer, Grade 2) until such time as the Police (Forensic) Medical Officer, Grade 1, is accepted as an expert in the practice of Clinical Forensic Medicine. The period of training and supervision will be not less than six months.

Police (Forensic) Medical Officer, Grade 2 shall be a medical practitioner accepted as an expert in the practice of Clinical Forensic Medicine.

Police (Forensic) Medical Officer, Grade 3 shall be a medical practitioner who has served a minimum of three years as a Police (Forensic) Medical Officer, Grade 2 and who is accepted as an expert in the practice of Clinical Forensic Medicine, and who:

- (a) has attained the necessary experience and skills to supervise and train, as appropriate, Police (Forensic) Medical Officer, Grade 1; and
- (b) has attained the necessary experience and skills to plan, review and implement training courses, as appropriate, in relevant practice areas including, but not limited to, safe custody care, breath analysis and drugs training.

7.2 Nature of Salaries - The parties recognise that the rates of pay prescribed in subclause 7.1 of this clause contain a component which takes into account all the incidents of employment, including the need to be on-call, call-outs, overtime, travelling time and waiting time, and including the expenses incurred in taking telephone calls at the Officer's residence.

7.3 Higher Qualification Allowance - The salaries prescribed in subclause 7.1 of this clause for the classifications only of Police (Forensic) Medical Officer, Grade 1, Grade 2 and Grade 3, shall be increased by the amount of \$2500 per annum, for any Officer who holds a higher qualification as defined which, in the opinion of the Commissioner of Police, is an appropriate higher qualification with respect to the practice of Clinical Forensic Medicine as carried out in the NSW Police.

7.4 Progression - Progression Between Grades- Progression between the grades of Police (Forensic) Medical Officer will be determined by a representative committee comprised of representatives from the following organisations, or their successors from time to time, or class of persons:

Two persons representing the Commissioner of Police;

Head of the Clinical Forensic Medicine Section;

One person from the Institute of Forensic Medicine;

One person from the Office of the NSW Director of Public Prosecutions;

A Police Prosecutor with a minimum of ten years standing as a Police Prosecutor;

One person from the Union;

One person from an Area Health Service.

Such progression shall also be subject to the Commissioner certifying that the conduct and services of the officer are satisfactory.

- 7.5 The parties agree that the productivity provisions contained within the document known as the Cooperative Negotiation Agenda which was agreed between the Public Service Association and the Public Employment Office and other employers to the Crown Employees (Public Sector Salaries) Award, shall apply to the parties to this award to the extent reasonably appropriate.

8. Other Conditions of Employment

Where this award is silent, the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 as amended from time to time will apply.

9. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
- (a) permanent full-time and part-time officers;
 - (b) temporary officers, subject to New South Wales Police Force convenience; and
 - (c) casual officers, subject to New South Wales Police Force convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the officer's classification by clause 7, Salaries and Progression, Part D of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "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.
- (iii) By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Commissioner, and
 - (b) an amount equal to the difference between the officer's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the officer in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.
- (vii) Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or

- (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to New South Wales Police Force agreement, paid into another complying superannuation fund.
- (viii) Where the officer 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.
- (ix) Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

New South Wales Police Force must ensure that the officer'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.

- (x) Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, New South Wales Police Force 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 New South Wales Police Force may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the officer makes an election to salary package:
- (a) 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
 - (b) 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 officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under clause 7, Salaries and Progression, or Part D of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) New South Wales Police Force may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) New South Wales Police Force will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement.

10. Grievance and Dispute Settlement Procedure

The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:

- (i) Where a dispute/grievance arises discussions, including the remedy sought, shall be held as soon as possible, and in any event within two working days of such notification, between the officer(s) concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- (ii) Failing resolution of the issue, further discussions shall take place as soon as possible and in any event within two working days of such failure, between the individual officer(s) and, at their request, the local Union delegate or workplace representative and the relevant Commander.
- (iii) If the dispute/grievance remains unresolved the officer(s), local delegate or workplace representative or the relevant Commander may refer the matter to the HR Manager, Office of the Deputy Commissioner, Specialist Operations, for discussion. Those discussions should take place as soon as possible and in any event within two working days of such referral.
- (iv) If the dispute is not resolved at that stage, the matter is to be referred to the Workforce Relations Unit of the NSW Police Force who will assume responsibility for liaising with Senior Executive Members of the Service and the Union and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
- (v) During the process outlined above, the status quo will be maintained.

The matter will only be referred to the Industrial Relations Commission of New South Wales if:

- (a) the final decision of the Commissioner of Police does not resolve the dispute/grievance; or
- (b) the final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Workforce Relations Unit, or other agreed time frame.

At no stage during a dispute that specifically relates to this award may any stoppage of work occur or any form of ban or limitation be imposed.

Safety Issues - Procedures - In cases where a dispute is premised on an issue of safety, consultation between the Union and the Industrial Relations Directorate should be expedited. The status quo shall remain until such matter is resolved.

General - The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

Throughout each stage, parties involved should ensure that the relevant facts are clearly identified and documented and that the procedures are followed promptly.

11. Redundancy

The provisions of Premier's Memorandum 2011/11, as amended from time to time, shall apply.

PART C

HEALTH CARE COMPLAINTS COMMISSION - MEDICAL ADVISERS

12. Salaries and Progression

- 12.1 Hourly rates of pay for Medical Advisers employed by HCCC are as provided in Table 2 - Salaries, of Part D, Monetary Rates and are effective from the first full pay period on or after 4 February 2020.
- 12.2 The hourly rate is payable for all time worked in accordance with clause 14.

- 12.3 Payment of Overtime - additional compensation for overtime and on-call or recall duty is not payable under this Award.
- 12.4 Progression to a higher level is subject to 12 months satisfactory conduct, performance and attendance and the approval of the Agency Head.

13. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 13.1 The entitlement to salary package in accordance with this clause is available to:
- (a) ongoing full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 13.7
- 13.2 For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 12, Salaries and Progression, and outlined in Part D of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "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.
- 13.3 By mutual agreement with the Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Secretary; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 13.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 13.5 The agreement shall be known as a Salary Packaging Agreement.
- 13.6 Except in accordance with subclause 13.7, 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 Agency at the time of signing the Salary Packaging Agreement.
- 13.7 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:
- (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.

- 13.8 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.
- 13.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,
- the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 13.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 13.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 13.11 Where the employee makes an election to salary package:
- (a) 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
 - (b) 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 12, Salaries and Progression, or Part D of this Award if the Salary Packaging Agreement had not been entered into.
- 13.12 The Secretary may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.
- 13.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

14. Employment Arrangements

- 14.1 A Standard Day is 7 Hours Per Day.
- 14.2 Generally Medical Advisers may work their agreed hours between the hours of 7.00 am and 6.00 pm Monday to Friday. In exceptions, work may be performed outside these hours, but will be remunerated at the hourly rate.
- 14.3 Medical Advisers, in agreement with the Commissioner, may nominate the commencing and concluding times of their agreed hours.
- 14.4 A lunch break of at least 30 minutes must be taken after 5 hours continuous work.

- 14.5 Part-time Work - The provision for part-time work as prescribed by the Agency's Flexible Work Practices Policy will apply to Medical Advisers employed under this award.
- 14.6 Private Practice - Medical Advisers may engage in private practice outside their agreed working hours. For Medical Advisers working full time hours, private practice is to be considered as second or other employment and the employees are to obtain permission from their employer pursuant to Clause 7 of Part 2, Division 1 of the Government Sector Employment Regulation 2014.
- 14.7 In accordance with the HCCC's Code of Conduct, there shall be no conflict or incompatibility between personal interests and the impartial fulfilment of public or professional duty. Any private work with or for any person or body with an interest in a proposed or current contract with the HCCC must be disclosed to the Commissioner.
- 14.8 A loading of 1/12th of the hourly rate will apply to payment for additional hours worked in excess of the normal weekly agreed hours.
- 14.9 The employees covered in Part C of this award are employed in terms of the *Government Sector Employment Act 2013*, and to the extent that this award is silent, will be covered by the provisions of that Act and associated Regulations and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied.

15. Grievance and Dispute Resolution

- 15.1 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.
- 15.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 15.3 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 Medical Adviser 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.
- 15.4 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to their attention.
- 15.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.
- 15.6 The Agency Head may refer the matter to the Secretary for consideration.
- 15.7 If the matter remains unresolved, the Agency Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 15.8 A staff member, at any stage, may request to be represented by their union.
- 15.9 Any of the parties may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 15.10 The staff member, union, agency and Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

15.11 Whilst the procedures outlined in clauses 15.1 to 15.10 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 staff member or member of the public.

PART D

MONETARY RATES

Table 1 - Salaries

NSW Police

Medical Officers - Clinical Forensic Medicine

Classification	From the First Full Pay Period on or after 01/07/2019 \$ 2.5%	From the First Full Pay Period on or after 01/07/2020 \$ 2.5%
Police (Forensic) Medical Officer, Grade 1 - 4 years, less than 5 years post - graduate experience	130,055	133,306
5 years, less than 6 years post - graduate experience	136,777	140,196
Police (Forensic) Medical Officer, Grade 2 - 1st year	150,238	153,994
2nd year	156,958	160,882
3rd year and thereafter	163,688	167,780
Police (Forensic) Medical Officer, Grade 3 - 1st year	177,143	181,572
2nd year	186,106	190,759
3rd year and thereafter	195,081	199,958
Head, Clinical (Forensic) Medicine Section - 1st year	208,531	213,744
2nd year	213,019	218,344

Table 2 - Salaries

Health Care Complaints Commission - Medical Advisers

Medical Adviser	From ffppoa 04/02/2019 2.5% Per hour \$	From ffppoa 04/02/2020 1.0041% Per hour \$	From ffppoa 01/07/2020 1.4752% Per hour \$
Level 1	128.06	129.34	131.25
Level 2	137.52	138.90	140.95
Level 3	147.01	148.49	150.68

N. CONSTANT, *Chief Commissioner*

**CROWN EMPLOYEES (NEW SOUTH WALES EDUCATION
STANDARDS AUTHORITY - EDUCATION OFFICERS) SALARIES
AND CONDITIONS AWARD 2020**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Education Standards Authority

(Case No. 5366 of 2020)

Before Acting Chief Commissioner Constant

15 January 2020

AWARD

Arrangement

Clause No. Subject Matter

PART A

1. Title
2. Definitions
3. Salaries
- 3A. Deduction of Union Membership Fees
4. Salary Packaging
5. Salary Sacrifice to Superannuation
6. Conditions Fixed by Other Awards
7. Appointment and Mobility Provisions
8. Flexible Work Arrangements
9. Work Outside the Ordinary Hours of Work
10. Consultation
11. Training and Development
12. Performance Appraisal
13. Technology
14. Dispute Resolution Procedures for the Parties
15. Duties as Directed
16. Personal/Carer's Leave
17. Work Health and Safety
18. Anti-Discrimination
19. No Further Claims
20. Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

1. This Award shall be known as the Crown Employees (NSW Education Standards Authority - Education Officers) Salaries and Conditions Award 2020.

2. Definitions

- 2.1 "Aboriginal Education Consultative Group" means a branch of the NSW Education Standards Authority providing secretariat support to the independent, community based incorporated organisation, Aboriginal Education Consultative Group Inc., formed to provide advice and guidance to the Minister for Education and Early Childhood Learning on the direction of Aboriginal education in New South Wales.
- 2.2 "Act" means the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment (General) Rules 2014*.
- 2.3 "Banked Time" means the amount of time by which Flex time is reduced by one or more days at the end of a settlement period for the purpose of being re-credited to the officer to cover approved absences from work in future settlement periods.
- 2.4 "Chief Education Officer" means a salary classification that includes, but is not restricted to, NESA Inspectors; President, Aboriginal Education Consultative Group; Chief Project Officers; Chief Curriculum Officers, and any successor performing the same role.
- 2.5 "Chief Executive Officer" means the person holding or acting in the office of the Chief Executive Officer of the NSW Education Standards Authority pursuant to section 8 of the *Education Standards Authority Act 2013*. The Chief Executive Officer is the Agency Head pursuant to section 28 of the *Government Sector Employment Act 2013*. Reference to the Chief Executive Officer may from time to time refer to his/her delegate, meaning a person delegated by the Chief Executive Officer to perform functions associated with the office.
- 2.6 "Coretime" means the period during the day when an officer may be required to be on duty that is 9.30 am to 3.30 pm.
- 2.7 "Education Officer" means a salary classification for jobs and any successor performing the role within the Aboriginal Education Consultative Group.
- 2.8 "Employed" or "employment" means when an Officer is employed on an ongoing basis, on secondment, temporarily employed or temporarily assigned by the NSW Education Standards Authority pursuant to the *Government Sector Employment Act 2013*.
- 2.9 "Excess hours" shall mean all time on weekends or public holidays and all hours before or after the bandwidth hours specified at clause 8.7 necessarily occupied by direction of, or on their own initiative with the approval of, the Chief Executive Officer in the performance of work which from its character or from special circumstances cannot be performed during the applicable bandwidth hours applying at the Officer's headquarters. Provided that excess hours for Officers for whom usual office hours are not fixed or for Officers engaged in field work shall mean all such time on any day in excess of their bandwidth hours of work per week divided by five.
- 2.10 "Federation" means the Australian Education Union New South Wales Teachers Federation Branch.
- 2.11 "Field Officer" means a Liaison Officer.
- 2.12 "Flex time" is the hours accrued under flexible work arrangements in a settlement period which may be carried forward to the next settlement period, unless accrued as Banked Time.
- 2.13 "Flex Leave" means Flex time carried forward or already accrued in a settlement period and then used to cover approved absences from work during the same settlement period.
- 2.14 "General Secretary" means the General Secretary of the Australian Education Union New South Wales Teachers Federation Branch.
- 2.15 "Headquarters" means the administrative centre where the major part of the Officer's work is performed, where the Officer normally reports or the office to which the Officer is attached.

- 2.16 "Industrial instrument" means an award, an enterprise agreement, a public sector industrial agreement, a former industrial agreement, a contract determination or a contract agreement.
- 2.17 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the New South Wales *Industrial Relations Act 1996*.
- 2.18 "Industrial Relations Secretary" means the employer of the staff of the Public Service for the purpose of industrial proceedings as established under Part 4, Division 4 of the Act.
- 2.19 "NESA" means the NSW Education Standards Authority.
- 2.20 "Officer" or "Officers" means a person or all persons who is/are employed by or in the NSW Education Standards Authority in the salary classifications of Chief Education Officer; Principal Education Officer; Senior Education Officer, Grade 1; Senior Education Officer, Grade 2; or Education Officer.
- 2.21 "Ongoing employment" means employment to an ongoing role pursuant to section 43 of the Act.
- 2.22 "Parties" means the NSW Education Standards Authority, the Australian Education Union New South Wales Teachers Federation Branch and the Industrial Relations Secretary.
- 2.23 "Principal Education Officer" means a job classification that includes, but is not restricted to Principal Curriculum Officers, Principal Assessment Officers and any successor performing the same role.
- 2.24 "Secondment" means when the NSW Education Standards Authority employs by making use of the services of an officer of the Department of Education.
- 2.25 "Senior Education Officer, Grade 1" means a salary classification that includes, but is not restricted to, Assessment Officers, Curriculum Officers, Project Officers and any successor performing the same role.
- 2.26 "Senior Education Officer, Grade 2" means a salary classification that includes, but is not restricted to, Liaison Officers, Senior Assessment Officers, Senior Curriculum Officers, Senior Planning Officers, Senior Project Officers and any successor performing the same role.
- 2.27 "Standard Hours" means the ordinary hours of duty which are worked in the absence of flexible working hours between 8.30am to 4.30pm (or as otherwise determined by the Chief Executive Officer), with an hour for lunch, Monday to Friday.
- 2.28 "Temporarily assigned" means employment of an Officer pursuant to section 46 of the Act.
- 2.29 "Temporarily employed" means when the NSW Education Standards Authority employs an Officer pursuant to section 43 of the Act.
- 2.30 "Union" means the Australian Education Union New South Wales Teachers Federation Branch
- 2.31 "Western Division" means the Western Division of the State of New South Wales as defined by the Act.

3. Salaries

- 3.1 Officers will be employed in the salary classifications as defined in clause 2, Definitions.
- 3.2 Officers will be employed at annual salary levels not less than those for the classifications as set out in Table 1, Salaries in Part B, Monetary Salary Rates, except as may be provided for in respect of clause 4, Salary Packaging.
- 3.3 Unless the Chief Executive Officer determines otherwise in accordance with subclause 3.4 of this clause, new Officers will be remunerated at the minimum salaries on commencement of employment under each of the classifications set out in the said Table 1, as follows:

Education Officer Level 1, 1st Year of Service;

- Senior Education Officer, Grade 1 Level 1;
- Senior Education Officer, Grade 2 the single salary point specified;
- Principal Education Officer the single salary point specified;
- Chief Education Officer, Grade 1, Level 1.
- Chief Education Officer, Grade 2 the single salary point specified.
- 3.4 The Chief Executive Officer will determine the remuneration of new Officers:
- 3.4.1 at the minimum rate of the appropriate salary classification; or
- 3.4.2 at such higher level specified in Table 1, having regard to:
- the applicant's skill, experience and qualifications; and
- the rate required to attract the applicant; and
- the remuneration of existing Officers performing similar work.
- 3.5 An Officer employed in the salary classification of Chief Education Officer, Senior Education Officer Grade 1 or Education Officer shall be entitled to progress along or be maintained on the incremental scale for the officer's salary classification after each 12 months of service subject to the officer demonstrating by means of an annual review continuing efficiency in work practice, satisfactory performance and professional growth.
- 3.6 The salary payable for Chief Education Officers includes remuneration for all incidences of employment, including any existing expense or other allowance paid to Chief Education Officers covered prior to this award, for all hours worked and all other compensatory or other allowances other than:
- 3.6.1 annual leave loading;
- 3.6.2 travel or subsistence allowances;
- 3.6.3 allowances in relation to relocation expenses;
- 3.6.4 any approved reimbursement paid in relation to expenses incurred in the discharge of the Officer's duties.
- 3.7 Chief Education Officers employed by the NESAs as at the date this Award is made by the Industrial Relations Commission, that is, prior to the creation of the Grade 1 and Grade 2 Chief Education Officer classifications under this Award, will be redesignated at the Chief Education Officer Grade 1 classification and will remain on the previous five level single Chief Education Officer scale unless transferred or assigned to a role at the Chief Education Officer Grade 2 classification by the Chief Executive Officer. All Chief Education Officers appointed after the date that this Award is made by the Industrial Relations Commission will be employed at either the Chief Education Officer Grade 1 or Grade 2 classification as determined by the Chief Executive Officer.

3A. Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any changes to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employee's union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

4. Salary Packaging

- 4.1 Officers may participate in the NESA's salary packaging scheme.
- 4.2 Except as otherwise provided in the agreed salary packaging scheme, Officers must be employed on the same conditions as set out in the award.

5. Salary Sacrifice to Superannuation

- 5.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 3, Salaries, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations. The availability of salary for packaging purposes will be determined following payment of post tax commitments and payroll deductions such as employee superannuation contributions, union fees, health fund, premiums and maintenance orders etc.
- 5.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
 - (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (b) 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 an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 3 in the absence of any salary sacrifice to superannuation made under this award.
- 5.3 The employee may elect to have the portion 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 department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5.4 Where an employee makes an election in terms of subclause 5.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.

5.5 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 department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 5.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

5.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 5.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 3 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

5.7 Should there be any delay in the scheduled increases in the Superannuation Guarantee Contributions, the parties will agree to vary the Award by consent to amend the increases to salaries and salary related allowances as appropriate.

6. Conditions Fixed By Other Awards

6.1 The following industrial instruments and regulation or any successor thereto and any variations from time to time to the same, insofar as they fix conditions of employment applying to Officers covered by this award and pursuant to this award, shall apply to Officers unless specifically varied by this award in which case the provisions of this award take precedence:

Crown Employees (Transferred Officers Excess Rent Assistance) Agreement No. 2354 of 1981;

Crown Employees (Transferred Employees Compensation) Award

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009;

Government Sector Employment Act 2013

Government Sector Employment Regulation 2014

Government Sector Employment (General) Rules 2014

7. Appointment and Mobility Provisions

7.1 Where the public service sick leave entitlement is exhausted, Officers on secondment from the Department of Education or Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the NESAs agree, cumulative sick leave entitlements for their use, provided this is agreed to by the Department of Education or any other New South Wales Government Department/Declared Authority. The conversion of the cumulative sick leave entitlement will be attended to by the NESAs.

- 7.2 Officers on secondment from the Department of Education and Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the NESAs agrees, any accrued long service leave entitlements for their use, provided this is agreed to by the Department of Education or the relevant New South Wales Government Department/Declared Authority. The conversion of the long service leave entitlement will be attended to by the NESAs.
- 7.3 The NESAs will facilitate, where agreed, an Officer's portability of entitlements for long service and sick leave whilst they are in the employment of the NESAs.
- 7.4 In addition to the provisions of the Public Sector Employment Regulation 2014 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time where the balance of any period of maternity/adoption leave extends beyond the period an Officer is employed, the NESAs will pay the difference in salary between the Officer's substantive salary and the salary whilst at the NESAs for the term of the leave taken, unless it coincides with any period of paid leave other than maternity/adoption leave.
- 7.5 An extension of a period of employment in order to coincide with an Officer's return to a teaching service for Day 1 Term 1 Eastern Division or Day 1 Term 1 Western Division of a school year or to reflect a change in the Department of Education's policy will be taken into specific regard in NESAs employment practices.
- 7.6 The NESAs's superannuation provisions are to be no less beneficial than what Officers on secondment or Officers temporarily employed from any other New South Wales Government Department/Declared Authority would have received had they remained in their original positions.
- 7.7 Officers who demonstrate that they are existing contributors to either the State Superannuation Fund or the State Authorities Superannuation Scheme are entitled to retain their membership of those schemes as provided for in the *Superannuation Act 1916*, the *State Authorities Superannuation Act 1987* or the *First State Superannuation Act 1992*.
- 7.8 Credit of recreation leave may be granted to Officers on secondment or temporarily employed Officers recruited directly from schools or TAFE colleges, in accordance with the following:

If the Officer Commences: Recreation Leave to be Credited

January before 18th	10 days
January on or after 18th	5 days
February	5 days
March before 30th	5 days
March on or after 30th	10 days
April before vacation	10 days
April on or after 27th	5 days
May	5 days
June before 15th	5 days
June on or after 15th	10 days
July before vacation	10 days
July on or after 20th	5 days
August	5 days
September before 7th	5 days
September on or after 7th	10 days
October	5 days
November before 10th	5 days
November on or after 10th	10 days
December	10 days

Thereafter, recreation leave accrues at the normal rate.

- 7.9 To avoid excessive accrual of recreation leave, as described in clause 77.2 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 the Chief Executive Officer may direct an officer to take accrued recreation leave. Such direction will coincide with school vacation periods.
- 7.10 For the purpose of workers' compensation, the employer of Officers is the NESA in terms of the *Workers Injury Management and Workers Compensation Act 1998* or any successor thereto.
- 7.11 The letters of employment for all Officers will designate the salary and conditions of employment. For Officers on secondment from the Department of Education and Officers temporarily employed or temporarily appointed, the letters of employment will designate the duration, salary and conditions of their employment.

8. Flexible Work Arrangements

The conditions under which flexible working hours operate are set out in this clause.

- 8.1 No officer can be directed to work under Flexible Work Arrangements. Those officers not participating in Flexible Work Arrangements will work standard hours as defined in clause 2.27.
- 8.2 To avoid excessive accrual of Accrued Work Time (AWT) the Chief Executive Officer may direct an officer to take accrued hours. Such direction will coincide with school vacation periods. Accrued Work Time is defined in Clause 8.13.
- 8.3 An officer may only work outside the hours of a standard day (7 hours) but within the bandwidth (7am - 7pm) and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 8.4 Application

The Flexible Work arrangements that apply to Officers covered by this award are set out as follows:

- 8.4.1 Principal Education Officers, Senior Education Officers (except for Field Officers) and Education Officers -Clauses 8.4 to 8.13 inclusive and 8.15 to 8.18 inclusive.
- 8.4.2 Field Officers (Liaison Officers) Clauses 8.5 and 8.14 to 8.18 inclusive.
- 8.4.3 Chief Education Officers (CEO's) Clause 8.19.
- 8.5 Settlement Period
- 8.5.1 The settlement period for the purpose of sub-clause 8.4.1 is 12 weeks. The settlement period for the purpose of subclause 8.4.2 is 4 weeks.
- 8.6 Ordinary Hours of Work and Standard Hours
- 8.7 Standard Bandwidth
- 8.7.1 The standard bandwidth is 7.00 am to 7.00 pm. Normal work can be undertaken during the period 7.30 am to 6.00 pm and additional hours work credited as accrued work time (as defined in subclause 8.13).
- 8.7.2 If normal work is undertaken at the Officer's own initiative and with the approval of the Chief Executive Officer or delegate between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm this time will be credited as accrued work time.
- 8.7.3 If an Officer is directed to work between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm or at other times outside the bandwidth, including Saturday and Sunday compensatory leave will be accruable in accordance with clause 9 of this award.

- 8.7.4 An officer, who requests to work outside the standard bandwidth, must obtain approval of their Chief Executive Officer or delegate. The time worked is to be counted towards Accrued Work time (AWT).
- 8.7.5 If approval to work outside the bandwidth is not sought or given, then the time worked outside the standard bandwidth is not to be counted towards Accrued Work Time (AWT).
- 8.8 Coretime
- 8.8.1 The standard coretime is 9.30am to 3.30pm subject to the provisions as detailed in clause 8.10.
- 8.8.2 The standard coretime may only be varied at the request of an individual Officer with the agreement of the Chief Executive Officer or delegate.
- 8.8.3 In exceptional circumstances officers may commence work after 9.30 am and/or leave before 3.30 pm and the time taken shall be flex leave. This arrangement must be agreed between the officer and Chief Executive Officer or delegate.
- 8.9 Hours Worked
- 8.9.1 All Officers are entitled to work a minimum of 7 hours on any day. An officer cannot be directed to work less than 7 hours on any day. An Officer may choose to work less than 7 hours in one day with the agreement of the Chief Executive Officer or delegate.
- 8.9.2 An Officer may elect to change from flexible working hours to standard hours in agreement with the Chief Executive Officer or delegate.
- 8.9.3 Nothing in this clause shall prevent the NESAs requiring an officer to revert to working standard hours following reasonable notice.
- 8.9.4 Where an officer has completed a minimum of 7 hours on any day and there is no requirement for that officer to remain at the workplace the officer's supervisor can request that the Officer cease work for that day.
- 8.10 Lunch and Meal Breaks
- 8.10.1 An officer is to take a meal break of at least 30 minutes in a period of 5 hours continuous work.
- 8.10.2 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one hour.
- 8.10.3 Provided customer service is maintained, a longer lunch break of up to two and a half hours may be taken with the supervisor's approval. Lunch breaks may be taken between 11.30am and 2.30pm.
- 8.11 Flexible Working Hours
- 8.11.1 An officer may vary their flexible working hours or work standard hours at any time in agreement with the Chief Executive Officer or delegate and in accordance with the provisions of this Award.
- 8.12 Flex Leave and Banked Time Entitlements
- 8.12.1 All officers are entitled to take combinations of up to six (6) Flex Leave and Banked Time days in any settlement period. This time may be taken together with other forms of leave. The issue of when Flex Leave is taken should be agreed between the Officer and the Chief Executive Officer or delegate.

8.12.2 An officer may accumulate Banked Time during each settlement period on the following basis:

where the staff member takes 6 Flex Leave days the possible Banked Time is zero;

where the staff member takes 5 Flex Leave days the possible Banked Time is 1 day;

where the staff member takes 4 Flex Leave days the possible Banked Time is 2 days;

where the staff member takes 3 Flex Leave days the possible Banked Time is 3 days;

where the staff member takes less than 3 Flex Leave days the possible Banked Time is 3 days.

8.12.3 An officer may accumulate Banked Time of up to three (3) days in each settlement period. Over four settlement periods a maximum or equivalent of 12 days may be accumulated as Banked Time.

8.12.4 A Flex Leave day and a Banked Time day are each equivalent to 7 hours. The officer's flex time will be reduced by this amount for each day of Banked Time. Seven (7) hours will be re-credited to the staff member's time sheet when a Banked Time day is utilised for leave.

8.12.5 Banked Time days may be taken with other forms of leave including Flex Leave and can be taken in quantities ranging from 1 to 12 days over 4 settlement periods.

8.13 Accrued Work Time (AWT)

8.13.1 All time worked during the settlement period in accordance with this agreement (except paid overtime) will count towards the Officer's Accrued Work Time (AWT).

8.13.2 An officer should have Accrued Work Time (AWT) of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave.

8.13.3 Where Accrued Work Time (AWT) is less than 410 hours at the end of a settlement period the officer will be required to submit a recreation leave form for the amount of the shortfall. Should the officer have no such leave available, leave without pay (LWOP) for the amount of time below 410 hours will apply and the LWOP is credited to the AWT total.

8.13.4 During the settlement period an Officer is entitled to accumulate and/or carry forward hours in excess of the 420 ordinary hours up to and including an additional 42 hours in any one settlement period. This additional 42 hours may be taken in the next settlement period as part of the up to 6 Flex Leave days that may be taken. This amount can only be exceeded in exceptional circumstances.

8.13.5 Hours worked are to be documented by the officer and supervisor over the settlement period through use of flex time records.

8.13.6 Total Accrued Work Time (AWT) is not to exceed 462 hours on a cumulative basis except in exceptional circumstances.

8.13.7 At the conclusion of each settlement period any Accrued Work Time (AWT) in excess of the 420 ordinary, and up to 462 hours, will be carried forward as a credit to the next settlement period, unless accumulated to the officers Banked Time in accordance with Clause 8.12.2.

8.13.8 In exceptional situations it is possible that the 462 hour limit may be exceeded. This additional time can be carried forward to the next settlement period but the Chief Executive Officer or delegate must develop an agreed strategy to ensure that the Officer is able to reduce the AWT to below the 462 hour limit.

- 8.13.9 An officer with Accrued Work Time (AWT) at the conclusion of a settlement period that amounts to less than 420 hours and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.
- 8.13.10 An officer may vary working hours to suit particular personal needs or absent themselves from work using Flex Leave or Banked Time. Absences of this type may occur on more than one occasion as single or consecutive full or quarter days in a settlement period and will be taken in agreement with the Chief Executive Officer or delegate. Absences of this type are not to be unreasonably denied, however the work demands of the NESAs should be recognised.
- 8.13.11 Banked Time and Flex Leave shall be taken:
- (a) as soon as practicable following its accrual;
 - (b) recognising that out of school hours and school vacations often provide the most practicable opportunities;
 - (c) in multiples of a quarter day only.
- 8.14 Flexible Working Hours for Field Officers (Liaison Officers)
- 8.14.1 Flexible working hours of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time apply to Field Officers subject to variation of:
- Settlement Period
- Accumulation and Carry Over
- Flex leave
- Commencement or Cessation of Duty During Coretime as affected by the terms of subclauses 8.14.2 to 8.18.
- 8.14.2 Bandwidth hours for Field Officers are between 7.30 a.m. and 6.00 p.m. on each day, Monday to Friday. With the core hours requirement 9.30am to 3.30pm excluding public holidays. A flexible approach will be adopted by Field Officers and management in relation to normal working and flexible working arrangements. The decision in these matters is subject to organisational convenience and an appropriate level of service being provided, having regard to:
- (a) A Field Officer may opt, for personal reasons or work commitments, not to take a flex day in a settlement period, but rather to bank that flex day for use in a later settlement period. Note that the total number of flex days that can be taken is not increased.
 - (b) Up to one flex day and one banked flex day, or two banked flex days, may be taken in any settlement period.
 - (c) The total number of banked flex days at any one time must not exceed five days.
 - (d) To bank a flex day, seven hours is deducted from the total hours worked in the settlement period. The balance of hours (after deducting a banked flex day) may be carried over, up to a maximum of ten hours.
- 8.15 Separation from the Agency
- 8.15.1 Where an Officer gives notice of resignation, retirement or transfer to another government department, the Chief Executive Officer or delegate and Officer will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.

- 8.15.2 The Chief Executive Officer or delegate will facilitate the elimination of accumulated credit or debit hours by such Officers.
- 8.15.3 Where an officer has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that officer will be adjusted accordingly.
- 8.15.4 Where an Officer has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the officer at the current salary rate. However, if requested by the officer and agreed by the new agency, the credit hours may be carried forward to the new agency.
- 8.16 Part Time Officers
- 8.16.1 Part-time Officers may accumulate the same Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time officers. They may not be required to work more than their contract hours.
- 8.17 Disruption of Transport
- 8.17.1 Where an Officer is delayed or prevented from attending the workplace as a result of a transport strike or a major transport delay, the following conditions will apply to the period of disruption.
- (a) The Officer may commence or cease duty at any time. Time worked on such days will accumulate in a normal way.
 - (b) Where an Officer is unable to attend the workplace due to a transport disruption and is unable to work from home or attend another place of work, then the Officer may take the full day off without penalty provided that any excess Accrued Work Time is cleared in the following settlement period.
 - (c) An Officer affected by transport disruption will not be debited recreation leave or leave without pay if the officer has accrued less than the minimum required Accrued Work Time contract hours in the settlement period coinciding with the transport disruption. However, the Officer must ensure that any Accrued Work Time debit is cleared in the following settlement period.
- 8.18 Working at Home
- 8.18.1 Working from home is a voluntary and co-operative arrangement which allows Officers to continue their employment during some temporary unforeseen circumstance which prevents their attending the workplace or where work of an intensive nature can be performed efficiently away from the workplace. Approval may be given by the appropriate manager or supervisor for individual Officers to work from home on full salary and entitlements on the basis that the arrangement is short term (up to five days) and is irregular, appropriate outcomes are negotiated and hours of work are agreed. Wherever possible, approval is to be sought in advance.
- 8.18.2 Working from home on an extended (more than five days) or regular basis on any one occasion rather than on a short-term basis will require a working from home arrangement to be developed by agreement between the parties.
- 8.19 Chief Education Officers
- 8.19.1 Chief Education Officers may negotiate with their supervisors for patterns of working hours which meet both the needs of the NESAs and the personal circumstances of individual Chief Education Officers.
- 8.19.2 Chief Education Officers may elect, from the agreed date of operation of this clause, that is 12 June 2006, to work under the Flexible Work Arrangements pursuant to Clause 8.4.1, except for

any work undertaken outside the standard bandwidth in which case the provisions of Clause 8.19.1, rather than Clause 8.7.3 or 8.7.4, will apply

9. Work Outside Ordinary Working Hours

9.1 Work Outside Ordinary Hours for Education Officers, Senior Education Officers, Grade 1 and Senior Education Officers, Grade 2.

9.1.1 The parties agree that Officers directed to work outside ordinary working hours shall be entitled to excess hours and compensatory leave provisions under this clause.

9.1.2 For the purpose of calculating excess hours and compensatory leave the bandwidth hours for work:

- (a) directed by the Chief Executive Officer or delegate shall be 7.30 am to 6.00pm
- (b) undertaken at the officer's own initiative and with the approval of the Chief Executive Officer or delegate shall be, except for Field Officers, 7.00 am to 7.00pm
- (c) performed by Field Officers at the officers own initiative and approved by the Chief Executive Officer or delegate shall be 7.30 am to 6.00 pm

9.1.3 In the absence of flexible working hours the ordinary hours of work shall be 35 hours per week, Monday to Friday.

9.1.4 Officers involved in meetings with NESAs Curriculum Committees, Working Parties, focus teams, etc., may, where there is agreement with the other parties involved, organise teleconferences or electronic exchange. Such meetings or representation arranged as teleconferences or as an electronic exchange may, where possible, also be arranged to minimise the additional hours required to be worked by officers outside bandwidth working hours.

9.2 Compensatory Leave

9.2.1 Compensatory leave shall be taken:

- (a) as soon as practicable following its accrual:
- (b) recognising that out of school hours and school vacations provide the most practicable opportunities;
- (c) in multiples of a quarter day only;
- (d) within three months of the date of working the excess hours, unless the excess hours worked are banked within the cumulative balance limit and carried forward subject to paragraphs 9.2.2, 9.2.3 and 9.2.4 of this subclause;

and provided further that:

- (i) compensatory leave for weekend duty performed may be accrued and added to the cumulative balance of excess hours accrual;
- (ii) compensatory leave for duty on public holidays may be accrued and added to annual leave credits and, upon termination, will be regarded as recreation leave for the purposes of the Government Sector Employment Regulation 2014 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009; or its successor or as amended from time to time.

- (iii) an officer must take all compensatory leave granted prior to the last day of service of his/her period of permanent appointment, secondment, temporary appointment or temporary employment.
- 9.2.2 Compensatory leave may be accrued up to a cumulative balance limit of five days, in any period of three months, in recognition of work performed outside bandwidth hours with the exception of Field Officers. Field Officers shall have a cumulative balance limit of 20 days at any point in time in recognition of work performed outside bandwidth working hours.
- 9.2.3 Compensatory leave accrued in a calendar year must be taken by January 31 of the following calendar year.
- 9.2.4 Subject to subclause 9.3 of this clause, leave accumulated above the limit in paragraph 9.2.2 of this subclause or not taken by the date in paragraph 9.2.3 of this subclause, will be forfeited, unless the Officer acts on a direction by the Chief Executive Officer to take, at such time as is convenient to the working of the NESAs, the excess compensatory leave accrued. As far as practicable, the wishes of the Officer concerned will be taken into consideration in directing the time for the taking of that excess compensatory leave.
- 9.2.5 Officers will have ready access to cumulative balances of accrued compensatory leave to ensure they are appropriately notified of any impending forfeiture.
- 9.2.6 Compensatory leave may only be granted to Officers whose salary or salary and allowances in the nature of salary are not in excess of the salary classification rate prescribed as the maximum rate for Senior Education Officer, Grade 2, and as varied from time to time.
- 9.3 Calculation of and Payment in Lieu of Compensatory Leave
- 9.3.1 Where the regularity of the demands of School Certificate and Higher School Certificate examination paper setting and marking program or where it is impracticable for the compensatory leave to be taken, the Chief Executive Officer shall:
- (a) allow the compensatory leave to continue to accumulate beyond the limit in paragraph 9.2.2 of subclause 9.2 of this clause; or
 - (b) subject to paragraphs 9.3.2 and 9.3.3 of this subclause, authorise payment in lieu of compensatory leave.
- 9.3.2 Calculation of compensatory leave or payment in lieu of compensatory leave shall be undertaken and paid by the following method:
- (a) for all excess hours worked before or after the applicable bandwidth hours at the rate of time and one half for the first two hours and at the rate of double time thereafter;
 - (b) for all excess hours worked on Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
 - (c) for all excess hours worked on Sunday at the rate of double time;
 - (d) for all excess hours worked on public holidays which would normally be a working day at the rate of time and one-half in addition to salary;
 - (e) for all excess hours worked on public holidays which would not normally be a working day at the rate of double time and a half.
- Provided that
- (i) meal times shall not be included in the calculation of excess hours;

- (ii) if an Officer is absent from duty on any working day during any week in which excess hours have been worked by him/her, the time so lost may be deducted from the total amount of excess hours worked by him/her during the week unless he/she is granted leave of absence on recreation or on account of illness or unless, in the opinion of the Chief Executive Officer, his/her absence has been caused by circumstances beyond his/her control; and
- (iii) an officer who works excess hours on Saturdays, Sundays or public holidays shall:
 - (a) if payment is made in lieu of compensatory leave, be paid a minimum payment as though he/she has worked for three hours which shall be calculated according to the method as set out in paragraph 9.3.3 of this subclause and at the appropriate rate prescribed herein;
 - (b) be credited with compensatory leave as though he/she has worked minimum of three hours which shall be calculated according to the method as set out in the said paragraph 9.3.3 and at the appropriate rate prescribed herein.

9.3.3

- (a) Payment in lieu of compensatory leave for excess hours worked shall not be paid for:
 - (i) periods of less than one-quarter of an hour;
 - (ii) time spent travelling, as the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.
 - (iii) periods of excess hours which exceed 35 hours (or 5 days) of accrued time. The entitlement of Field Officers is unaffected by the provision of this subclause.
- (b)
 - (i) The formula for the calculation of payment for excess hours at ordinary rates shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{35 \text{ hours}}$$
 - (ii) To determine time and one-half or double time rates or double time and one-half rates, an hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (c) The annual salary for the purpose of the calculation in this paragraph is the Officer's annual salary or the maximum rate for Senior Education Officer, Grade 2, whichever is the lower.
- (d) In exceptional circumstances, the Chief Executive Officer may approve of the payment in lieu or compensatory leave for excess hours worked in the case of Officers for whom compensation is specifically elsewhere provided for, or who are paid an allowance for overtime or excess hours or whose salary is fixed as inclusive of overtime or excess hours, or those otherwise rendered ineligible by this award.

9.3.4 Meal Allowances

- (a) An allowance for the meal shall be paid pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or its successor or as amended from time to time provided the Chief Executive Officer is satisfied that:

- (i) the performance of the work concerned at the time at which it was performed was necessary;
 - (ii) the Officer incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (iii) where the Officer was able to cease duty for at least 30 minutes before or during the working of excess hours to take the meal, and the officer did so.
- (b) An Officer who complies with the provisions of this clause, whether entitled to compensation for excess hours or not, shall be paid the relevant allowance prescribed pursuant to subparagraph 9.3.4(a).
 - (c) Where an allowance under this paragraph is insufficient to adequately reimburse the Officer for expenses properly and reasonably incurred, a further allowance may be paid so as to reimburse the Officer for the additional expenses incurred.
 - (d) Where an Officer working flexible hours is required to work excess hours on weekdays beyond 6.00pm and until or beyond 8 hours after commencing duty, plus the time taken for lunch, the Officer shall be allowed 30 minutes for a meal and, thereafter, 30 minutes for a meal after every five hours of overtime worked.

10. Consultation

- 10.1 A joint consultative committee with Federation/NESA representatives will operate to deal with a range of matters affecting working conditions including but not limited to technological change and training and development. The committee will meet at mutually agreed times.

11. Training and Development

- 11.1 The NESA will consult with the Federation in reviewing the NESA's training and development activities which are designed to assist officers to refresh their knowledge and understanding of contemporary school settings. This consultation will include:
- (a) identifying the most successful training and development activities and improving them where necessary;
 - (b) checking that they are available and accessible to all officers.

This process will serve to adjust the existing program as appropriate in consultation with the Federation.

- 11.2 The existing program is designed to assist Officers to refresh their knowledge and understanding of contemporary school settings. In addition to the intrinsic benefits that such professional development provides to all officers, these activities may assist the re-entry and re-orientation of Officers on secondment or temporarily employed returning to schools. These activities will be made available to all Officers over the life of this award as part of a program of training and development where this is agreed between the Office and the individual Officer. The NESA also recognises that, where possible, Officers on secondment or temporarily employed should have opportunities to take part in school-based activities related to the Officer's work at the NESA.
- 11.3 Where Officers are required to undertake a professional development opportunity designated as an agency priority by the NESA, the Officer will be considered to be on duty and all compulsory fees will be met by the NESA.
- 11.4 Where the professional development opportunity is an approved training and development activity and is voluntarily undertaken, the Officer may undertake the course in his/her own time, to the extent that it is outside ordinary working hours, and meet any fees unless the NESA exercises its discretion to refund

all or part of these fees. The provisions of clause 9, Work Outside Ordinary Working Hours, shall not apply in respect of this subclause.

12. Performance Appraisal

- 12.1 The performance appraisal process for Officers will be negotiated between the parties to address three objectives and will:
- 12.1.1 ensure that Officers engage in an appraisal process designed to improve the quality of their work and to focus it on the NESA's corporate objectives;
 - 12.1.2 provide work reports to Officers;
 - 12.1.3 assist Officers whose performance is causing concern.
- 12.2 The performance appraisal process will be centred on the following principles:
- 12.2.1 The work of the NESA is centred on assisting teaching and learning. The structures for improvement of the quality of teaching and learning should therefore be consistent with what is generally regarded as best practice in the field
 - 12.2.2 The improvement of curriculum development, examination, assessment and credentialing practices requires ongoing professional development. Education professionals learn best in collegial contexts, so structures for improvement will be based on that concept.
 - 12.2.3 The performance appraisal process will be negotiated at the supervisory level and will focus on improving performance by facilitating learning and change in a collegial way.
 - 12.2.4 Officers will participate in forms of collegial practice to improve the quality and focus of their work through discussion about, and observation of, curriculum, examination, assessment and credentialing practice in a supportive and developmental environment.
 - 12.2.5 Training will be provided to address the agreed needs of individual Officers and groups of Officers, taking into account the Officer as an individual professional, as a member of a team working within the framework of the NESA's policies and practices, and as a valued professional within the government and non-government school education system within New South Wales.

13. Technology

- 13.1 The NESA is committed to consulting with the Federation over any proposal for or use of new or upgraded technology as it directly affects the teaching service staff encompassed by this award. In this context, the parties are committed to the following principles:
- 13.1.1 Consultation will occur at the planning, development, implementation and post implementation phases of the introduction and use of new or significantly upgraded technology;
 - 13.1.2 New or upgraded technology will be accompanied by appropriate training or retraining for staff and will be regarded as a Training and Development system priority;
 - 13.1.3 New or upgraded technology will comply with the NESA's Work Health and Safety obligations;
 - 13.1.4 If the introduction of new or upgraded technology leads to material changes to the work organisation or duties of a particular role or position, then the parties agree to consult on the impact of the changes.

14. Dispute Resolution Procedures for the Parties

- 14.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:

- 14.1.1 Should any dispute, (including a question or difficulty) arise as to matters occurring in a particular workplace the Officer and/or Federation workplace representative shall raise the matter with the relevant Branch Manager or Director as soon as practicable.
- 14.1.2 The relevant Branch Manager or Director will discuss the matter with the Officer and/or Federation's workplace representative within two working days with a view to resolving the matter or negotiating an agreed method and timeframe for proceeding.
- 14.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute or should the matter be an agency-wide nature, the individual Officer or the Federation may raise the matter with the Chief Executive Officer's delegate with a view to resolving the dispute, or negotiating an agreed method and timeframe for proceeding.
- 14.1.4 Where the procedures in paragraph 14.1.3 of this subclause do not lead to resolution of the dispute, the matter will be referred to the Chief Executive Officer and the General Secretary of the Federation. They or their nominees shall discuss the dispute, with a view to resolving the matter or by negotiating an agreed method and timeframe for proceeding.
- 14.1.5 Should the above procedures not lead to a resolution, either party may make application to the Industrial Relations Commission of New South Wales.

15. Duties as Directed

- 15.1 The Chief Executive Officer may direct an Officer to carry out such duties as are within the limits of the Officer's skill, competence and training, consistent with the classifications covered by this award, provided that such duties are not designed to promote de-skilling. Such duties may include transfer to a role different to that for which the officer may have been recruited.
- 15.2 The Chief Executive Officer may direct an Officer to carry out such duties and use such tools, materials and equipment as may be required, provided that the Officer has been properly trained in the use of such tools, materials and equipment.
- 15.3 When an officer undertakes duties using online or other electronic means for content management purposes such purposes would comprise for:
- 15.3.1 curriculum officers : drafting or amending syllabus and curriculum support documents;
- 15.3.2 test development and assessment officers : examination specifications and other assessment resource materials;
- 15.3.3 policy and public affairs officers : NESA policies, rules and public relations and event material.
- 15.4 Any directions issued by the Chief Executive Officer shall be consistent with the Chief Executive Officer's responsibility to provide a safe and healthy working environment and pursuant to the provisions of clause 13 of this award.

16. Personal\Carer's Leave

- 16.1 The entitlement to leave in accordance with this clause is subject to:
- 16.1.1 the Officer being responsible for the care and support of the person concerned; and
- 16.1.2 the person concerned being:
- (a) a spouse of the Officer; or
- (b) a de facto spouse being a person of the opposite sex to the Officer who lives with the Officer as her husband or his wife on a bona fide domestic basis although not legally married to that Officer; or

- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Officer or of spouse or de facto spouse of the Officer; or
- (d) a same sex partner who lives with the Officer as the de facto partner of that Officer on a bona fide domestic basis; or a relative of the Officer 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.

16.2 Use of Family and Community Service Leave to Care for a Family Member

16.2.1 The Chief Executive Officer shall, in the case of emergencies or in unplanned personal or domestic circumstances, grant to an Officer some or all of the available family and community service leave on full pay.

16.2.2 Such cases may include but are not to be limited to the following:

- (a) compassionate grounds—such as the death or illness of a close member of the family or a member of the Officer's household;
- (b) accommodation matters to one day—such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (c) emergency or weather conditions such as when flood, fire or snow etc. threaten property and/or prevent an Officer from reporting for duty;
- (d) other personal circumstances such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons.

16.2.3 Attendance at court by an Officer to answer a charge for a criminal offence if the Chief Executive Officer considers the granting of family and community service leave to be appropriate in a particular case.

16.2.4 Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).

16.2.5 Officers who hold office in Local Government other than as a Mayor of a Municipal Council, Chief Executive Officer of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.

16.2.6 Family and community service leave on full pay which may, subject to this award, be granted to an Officer shall be as follows:

- (a) Two and a half of the Officer's working days in the first year of service. Two and a half days in the officer's second year of service and one day per year thereafter.
- (b) If available family and community leave is exhausted as a result of natural disasters, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as defined in clause 16.1, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an Officer.

- (c) In cases of illness of a family member for whose care and support the Officer is responsible, paid sick leave in accordance with subclause 16.3 of this clause, shall be granted when paid family and community service leave has been exhausted.
- 16.3 Use of Sick Leave to Care for a Family Member. When family and community service leave is exhausted, an Officer with responsibilities in relation to a category of person as set out in subclause 16.1 of this clause, who needs the Officer'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.
- 16.3.1 An Officer 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.
- 16.3.2 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under sub clause 16.3.1 sick leave accrued from the previous three years including that accrued and referred to in clause 7, Appointment and Mobility Provisions, may also be accessed by an Officer with responsibilities in relation to a person who needs their care and support.
- 16.3.3 The Chief Executive Officer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in 16.3.2 of this subclause.
- 16.3.4 The Officers shall, if required, 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.
- 16.3.5 The Officer 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.
- 16.3.6 The Officer is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- 16.3.7 The Officer shall, wherever practicable, give the Chief Executive Officer notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the Officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Officer to give prior notice of absence, the Officer shall notify his/her manager by telephone of such absence at the first opportunity on the day of absence.
- 16.3.8 In normal circumstances, the Officer must not take leave under this subclause where another person has taken leave to care for the same person.
- 16.4 Compassionate Leave
- 16.4.1 For the purpose of providing care and support for a person in accordance with this clause an Officer may elect with the consent of his/her manager to take compensatory leave at a time or times agreed with the manager.
- 16.4.2 Compensatory leave taken as time off during ordinary working hours shall be taken at the ordinary working hours rate, that is an hour for each hour worked.
- 16.4.3 If having elected to take time as leave in accordance with paragraph 16.4.1 of this subclause and the leave is not taken for whatever reason the provisions of clause 9, Work Outside the Ordinary Hours of Work shall apply.
- 16.4.4 When applying the provisions of the said clause 9 in accordance with paragraph 16.4.3 of this subclause, the untaken leave shall be preserved for a period of 12 months before the forfeiture

provisions of paragraph 9.2.4 of subclause 9.2 of clause 9, or the payment in lieu provisions of subclause 9.3 of clause 9 will apply.

16.5 Use of Make-up Time

16.5.1 An Officer may elect, with the consent of the Chief Executive Officer, to work "make-up time". "Make-up Time" is worked when the Officer takes time off during ordinary working hours, and works those hours at a later time, during the spread of ordinary working hours, at the ordinary working hours rate of pay.

16.6 Use of Other Leave Entitlement

16.6.1 The Chief Executive Officer may grant an Officer other leave entitlements for reasons related to family responsibilities of, or community service by, the Officer. An Officer may elect, with the consent of the Chief Executive Officer, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

17. Work Health and Safety

17.1 For the purposes of this clause, the following definitions shall apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, 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 employer which might otherwise have been carried out by the other employer's own employees.

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

17.3 Nothing in this clause 17 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

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

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.

- 17.5 This clause operates from 1 March 2006.

18. Anti-Discrimination

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

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

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

- 18.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

NOTES -

- (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."

19. No Further Claims

- 19.1 Except as provided by the *Industrial Relations Act 1996*, prior to 31 December 2022 there shall be no further claims by the parties to this award for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this Award.

20. Area, Incidence and Duration

- 20.1 The department for which this award is made is the NSW Education Standards Authority. The Award covers all persons employed on an ongoing basis, seconded or temporarily employed by the NESAs in the classifications of Chief Education Officer, Principal Education Officer, Senior Education Officer and Education Officer.
- 20.2 This award rescinds and replaces the Crown Employees (Board of Studies, Teaching and Educational Standard - Education Officers) Salaries and Conditions Award 2017, published 5 May 2017 (381 IG 211).
- 20.3 This award shall take effect on and from 1 January 2020 with a nominal term until and including 31 December 2022.

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

Chief Education Officer - Grade 1

Grade 1	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$
Level 1	163,727	167,444	170,860
Level 2	169,038	172,875	176,402
Level 3	174,355	178,313	181,951
Level 4	177,923	181,962	185,674
Level 5	181,887	186,016	189,811

Chief Education Officer - Grade 2

Grade 2	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$
Single Salary Point	186,434	190,666	194,556

Principal Education Officer

	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$
Single Salary Point	160,104	163,738	167,078

Senior Education Officer Grade 1

	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$
Level 1	123,062	125,855	128,422
Level 2	138,439	141,582	144,470

Senior Education Officer Grade 2

	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$
Single Salary Point	144,316	147,592	150,603

Education Officer AECG

	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$
Level 1			
1st year of service	89,690	91,726	93,597
Thereafter	92,519	94,619	96,549
Level 2			
1st year of service	96,146	98,329	100,335
Thereafter	98,964	101,210	103,275
Level 3			
1st year of service	101,926	104,240	106,366
Thereafter	104,982	107,365	109,555
Level 4			
1st year of service	109,345	111,827	114,108
Thereafter	112,824	115,385	117,739

Allowances

Allowances and the rates paid for allowances will be as determined and adjusted from time to time pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.

N. CONSTANT, *Acting Chief Commissioner*

(1930)

SERIAL C9127

HEALTHSHARE NSW PATIENT TRANSPORT OFFICERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL ENCH

Application by NSW Ministry of Health.

(Case No. 113658 of 2016)

Before Chief Commissioner Kite
Commissioner Stanton
Commissioner Murphy

13 September 2019

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Conditions of Employment
4.	Classifications
5.	Meals
6.	Rates of Pay
7.	Anti-Discrimination
8.	No Extra Claims
9.	Area, Incidence and Duration

PART B

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

2. Definitions

- 2.1 Employer means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).
- 2.2 Patient Transport Officer means an employee of HealthShare NSW who is appointed to an approved Patient Transport Officer position.
- 2.3 Trainee Patient Transport Officer means an employee of HealthShare NSW who is undertaking the necessary and relevant training and work experience as determined by the employer to become a Patient Transport Officer.
- 2.4 Union means the Health Services Union New South Wales.

3. Conditions of Employment

- 3.1 The following awards as varied or replaced from time to time shall apply except in so far as any term of any of those awards are inconsistent with this award:

Health Employees Conditions of Employment (State) Award; except for:

Clause 3 (xii) and (xiii) - the meal break and tea break provisions do not apply; and

Clause 14(i) and (vi) - do not apply, and
Health Industry Status of Employment (State) Award.

In the event of any inconsistency between the above awards, the provisions in this award shall apply.

4. Classifications

- 4.1 A Trainee Patient Transport Officer is an employee who is undertaking the necessary and relevant training and work experience as determined by HealthShare NSW to become a Patient Transport Officer and who is appointed to an approved Trainee Patient Transport Officer position.

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

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

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

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by HealthShare NSW.

5. Meals

- 5.1 Employees working shifts of less than 12 hours duration shall have one paid 30 minute crib break to be taken between the fourth and seventh hour unless otherwise agreed between the parties.
- 5.2 Employees working 12 hour shifts will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties.
- 5.3 Employees who, due to operational requirements, are unable to take their paid crib break within the prescribed times, or whose crib break is not completed, shall receive an additional payment of one hour at ordinary time.
- 5.4 An employee who is directed to take their crib break away from her or his starting location for that shift, will be paid a crib away allowance as follows:
- (a) Where an employee is entitled to one crib break per shift the payment for any crib directed to be taken away from the employee's starting location for that shift will be paid at the rate prescribed in Item 1 of Table 2 - Part B Other Rates and Allowances for each occasion that the employee is so directed.
 - (b) Where an employee is entitled to two crib breaks per shift the payment for any crib directed to be taken away from the employee's starting location for that shift will be the paid at the rate prescribed in Item 2 of Table 2 - Part B Other Rates and Allowances for each occasion that the employee is so directed.

6. Rates of Pay

- 6.1 This Award provides for a 2.5% increase in existing rate of pay, compounding annually, to employees within its area, incidence, and duration for the financial years 2017/18 2018/19, and 2019/20.
- 6.2 Employees' weekly ordinary full-time earnings shall not be less than as set out in Table 1 of Part B, Monetary Rates.

7. Anti-Discrimination

- 7.1 It is the intention of the parties bound by this Award to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 7.2 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 effects. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 7.3 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.
- 7.4 Nothing in this clause is to be taken to affect:
- (i) Any conduct or act which is specifically exempt from anti-discrimination legislation.
 - (ii) Offering or providing junior rates to a person 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 a State or federal jurisdiction.
- 7.5 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'.

8. No Extra Claims

- 8.1 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 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.

9. Area, Incidence and Duration

- 9.1 This Award shall apply to employees of the New South Wales Health Service employed within HealthShare in the classifications in clause 4, Classifications, under Section 115(1) of the *Health Services Act 1997*, or any successors, assignees or transmittes.
- 9.2 The Award shall take effect from 1 July 2017 and shall remain in force until 30 June 2020 and rescinds and replaces the HealthShare NSW Patient Transport Officers' Salaries (State) Award published 22 June 2018 (383 I.G. 182).

PART B

Table 1 - Rates of Pay

Classification	Rate effective first full pay period on or after 1/07/2016 \$	Rate effective first full pay period on or after 1/07/2017 \$	Rate effective first full pay period on or after 1/07/2018 \$	Rate effective first full pay period on or after 1/07/2019 \$
Trainee Patient Transport Officer	969.00	993.23	1018.06	1043.51
Patient Transport Officer	1012.20	1037.51	1063.44	1090.03

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	Rate effective first full pay period on or after 1/7/17 \$	Rate effective first full pay period on or after 1/7/18 \$	Rate effective first full pay period on or after 1/7/19 \$
1	5.4(a)	Crib Away Allowance (single crib)	22	22.55	23.11
2	5.4(b)	Crib Away Allowance (two cribs)	11	11.28	11.56

P. M. KITE, *Chief Commissioner*
J.D. STANTON, *Commissioner*
J. V. MURPHY, *Commissioner*

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(1728)

SERIAL C9081

**OFFICE OF SPORT WIN SPORTS AND ENTERTAINMENT
CENTRES AUSTRALIAN WORKERS UNION (STATE) AWARD 2020**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Sport.

(Case No. 13909 of 2020)

Before Commissioner Sloan

29 January 2020

AWARD

AWARD ARRANGEMENT

The conditions of employment contained in Part A of this award apply to all employees.

The conditions of employment contained in Part B of this award apply only to all non-managerial employees.

The conditions of employment contained in Part C of this award apply only to all managerial employees.

PART A

ALL EMPLOYEES

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PART A**ALL EMPLOYEES****1. Title**

- 1.1 This award shall be known as the Office of Sport WIN Sports and Entertainment Centres Australian Workers Union (State) Award 2020.

2. Definitions

"Annualised Employee" means an employee receiving an annualised salary in a classification contained in Table 3 of part D - Monetary Rates of the award.

"Employee" means a person employed by the Office of Sport at the WIN Sports and Entertainment Centres on an ongoing full-time, ongoing part-time, temporary or casual basis.

"General Employee" means an employee engaged in a classifications contained in Tables 1, 2 or 3 of Part D - Monetary Rate of the award.

"Non-Annualised Employee" means an employee engaged and remunerated in a classification contained in Tables 1 or 2 of Part D - Monetary Rates of the award.

"Management Employee" means an employee engaged in a classification contained in Table 4 of Part D - Monetary Rates of the award.

"Union" means the Australian Workers Union, New South Wales.

"WSEC" means the WIN Sports and Entertainment Centres.

3. Parties

3.1 The parties to this award are:

- a. The Office of Sport;
- b. The Industrial Relations Secretary; and
- c. The Australian Workers' Union, New South Wales (the Union).

4. Intention

4.1 The parties to this Award acknowledge that good industrial relations are central to the effective and efficient operation of facilities controlled by the WIN Sports and Entertainment Centres and thereby providing the workforce with fair and equitable rates of pay, stability of income and employment, whilst providing the community of the Illawarra with first class sporting, entertainment and recreation facilities.

5. No Extra Claims

- 5.1 The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 5.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

6. Application

6.1 This Award is binding on the Office of Sport, WSEC, employees of the Office of Sport working for the WSEC, and the Australian Workers Union (New South Wales Branch) representing their members employed at the WSEC, in respect of the employment conditions and rates of pay for the Office of Sport employees engaged in the operation, maintenance and administration of grounds and facilities operated and/or controlled by the WIN Sports and Entertainment Centres.

7. Period of Operation

- 7.1 This award will operate from 22 January 2020 and will remain in force for a period of one year, and rescinds and replaces the *Office of Sport WIN Sports and Entertainment Centres Australian Workers Union (State) Award 2018* published 6 September 2019 (385 I.G. 26), and any variation thereof.
- 7.2 The award stands alone. All other agreements and awards are excluded from having any application to employees of the Office of Sport working for the WSEC while performing the work covered by the award.

8. Terms of Engagement

- 8.1 Employees under this Award shall be engaged as Ongoing (full-time or part-time), Temporary or Casual employees as defined in Section 43 of the *Government Sector Employment Act 2013*.
- 8.2 Ongoing and temporary non-annualised full-time employees, will be paid the rate of pay for the appropriate skill level as set out in of Table 1 of Part D, Monetary Rates.

- 8.3 Ongoing and temporary annualised full-time employees will be paid the rate of pay for the appropriate skill level as set out in Table 3 of Part D, Monetary Rates. Ongoing and temporary annualised part-time employees will be paid pro-rata the rate for the appropriate skill level as set out in Table 3 of Part D, Monetary Rates. Further terms of engagement for annualised salaried employees are set out in clause 33 of Part B, Overtime and Time off in Lieu.
- 8.4 Ongoing and temporary non-annualised part-time employees will be engaged to work flexible hours and rosters to meet the needs of the business as agreed in advance between the WSEC and the employee concerned, provided that such lesser hours are no fewer than 80 hours per month or 4 hours per shift.
- 8.5 Part-time non-annualised employees will be paid pro-rata the rate for the appropriate skills level as set out in Table 1 of Part D Monetary Rates. The provisions of subclause 8.4 of this Clause will apply to part-time employees in addition to the other provisions of this award, with the exception that sick leave, annual leave loading and family leave will be allowed on a pro-rata basis.
- 8.6 Casual employees will be employees employed by the hour and will be employed for a minimum of three (3) hours per engagement.
- 8.7 The WSEC may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, provided that such duties are not designed to promote de-skilling.
- 8.8 Despite any other provision of this Award, the WSEC is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of any strike.

9. Rates of Pay

- 9.1 The rates of pay in this Award take into account structural efficiency changes and safety net wage increases available up to the date of its making; and include a loading in lieu of penalty rates on Saturday and Sundays.
- 9.2 The ordinary hourly rates of pay relating to persons employed under this award are those applying in Tables 1, 2, 3 and 4 of Part D attached hereto.
- 9.3 An employee will only be classified and paid at a higher level of skill if the WSEC has a vacancy at that level and the employee has attained the necessary skills and has been accredited and appointed to a higher level. The employee will be paid the rate for that classification regardless of the actual task carried out in the enterprise.
- 9.4 An employee who is required to perform work, for a temporary period, at a higher skill level than that which is normally performed will be paid at the appropriate higher wage rate whilst performing such duties, provided that the work so performed extends beyond four hours.
- 9.5 A non-annualised or annualised salaried employee who, during a single period of relief of 5 working days or greater, is required to perform the duties of a Manager and, in the opinion of the appropriate Department Head, satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of that role will be paid by allowance any difference between the employee's present salary and the salary to which the employee would have been entitled if appointed to that Management role.
- 9.6 When the employee undertakes a proportion of the duties and responsibilities of the relief role an allowance will be paid to reflect the percentage of duties undertaken, for example if an employee undertakes 50% of the duties and responsibilities of the substantive occupant during the relevant period a 50% allowance would be payable.

10. Payment of Wages

- 10.1 All moneys payable to employees will be paid fortnightly by electronic funds transfer.

- 10.2 For each pay period the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.

11. Superannuation and Salary Sacrificing

- 11.1 The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and Section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the Superannuation rights and obligations of the parties.
- 11.2 Subject to the requirements of this legislation, superannuation contributions may be made to either ASSET (Australian Superannuation Savings Employment Trust), Australian Super, or HESTA (Health & Community Services Industry Fund) on a monthly basis on behalf of employees engaged under the provisions of this award.

SALARY SACRIFICE TO SUPERANNUATION

- 11.3 Notwithstanding the salaries as varied by Clause 9 Rates of Pay of this award an employee may elect, subject to the agreement of the WSEC, to sacrifice a portion of the salary payable under Clause 9 Rates of Pay of this award to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed may be up to one hundred (100) percent of the salary payable under Clause 9 Rates of Pay of this award.
- 11.4 Where the employee has elected to salary sacrifice a portion of their salary to additional employer superannuation contributions:
- i. Subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - ii. Any allowance, penalty rate, payment for unused 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 an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under Clause 9 Rates of Pay of this award in the absence of any salary sacrifice to superannuation made under this award.
- 11.5 Where an employee elects to salary sacrifice in terms of subclause 11.3 above, the WSEC will pay the sacrificed amount into the relevant superannuation fund.

12. Income Protection

- 12.1 All ongoing and temporary weekly employees and regularly employed casuals (being casuals rostered for more than 20 hours in any 28 day period) shall be covered by a Sickness and Accident Income Protection Plan approved and endorsed by the union.
- 12.2 It is a term of this award that the WSEC will bear the costs of one percent of gross weekly award rate of pay per member towards providing income protection with a minimum of \$4.00 up to a maximum of \$8.00 per month, for regularly employed casuals (as defined).

13. Training

- 13.1 The WSEC acknowledges its commitment to provide its employees with career paths and access to more varied, fulfilling and better paid jobs through training.
- 13.2 No employee will be required to perform work at a level of skill for which that employee has not been suitably trained. In accordance with the needs of the enterprise, training will be provided to enable employees to qualify for classification to, and to make a contribution at, higher levels of skill, by the application of a Training Program.

- 13.3 The WSEC will accept responsibility for the organisation of ‘on-the-job’ training but employees will assist as required in the training of other employees. For training ‘off-the-job’ the WSEC will accept responsibility for arranging the training in all cases where the WSEC requests such training to meet staffing requirements.
- 13.4 The WSEC will pay at the classified level of skill during all training undertaken in normal working hours. For training undertaken ‘off-the-job’ and outside normal working hours, and approved by the WSEC as being in accordance with the need of the enterprise, the company will pay all necessary fees and the cost of essential textbooks, literature and stationery.
- 13.5 An employee who undertakes one or more tasks, but not all the tasks, at a higher level of skill than that to which the employee is accredited, as part of their training for qualification to that higher level, will continue to be paid at the classification level rate for which the employee has been accredited.

14. Meal Breaks and Allowances

- 14.1 Full-time and part-time employees
- i. All employees will be allowed an unpaid meal break of 45 minutes duration, to be taken between four to six hours after the commencement of work (depending on the need of the WSEC). Each subsequent unpaid meal break of similar duration will be taken between four to six hours after the time of the previous meal.
- 14.2 Casual Employees
- i. All casual employees who work for more than four consecutive hours will be entitled to an unpaid meal break of 45 minutes duration, to be taken according to the needs of the WSEC before six hours have elapsed. After each subsequent four-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions.
 - ii. Casual employees who work at least four hours will be entitled to a paid refreshment break of ten minutes duration during that shift, to be taken at the place of work and at a time to suit the needs of the WSEC.

15. Annual Leave and Annual Leave Loading

- 15.1 The annual leave provisions will be governed by the *Annual Holidays Act 1944* (NSW) as amended.
- 15.2 All ongoing and temporary employees shall be entitled to four weeks annual leave for each completed year of service, less the period of annual leave taken.
- Note: For part-time employees the entitlement under this subclause, expressed in hours, is pro-rata the entitlement of fulltime employees.
- 15.3 Ongoing and temporary employees engaged as General Employees under Tables 1 or 3 of Part D of this award shall accrue at the anniversary of their employment a loading equal to seventeen and a half percent of their ordinary pay for four weeks.
- 15.4 Annual leave loading shall be paid on a pro-rata basis on each occasion an employee takes annual leave in the leave loading year, except as provided for in subclause 15.9 of this clause, up to the maximum amount specified in subclause 15.3.
- 15.5 The taking of annual leave shall as far as practicable be taken at a mutually agreed time and for a mutually agreed duration up to the maximum entitlement contained herein.
- 15.6 Under no circumstances shall annual leave be allowed to accrue above the entitlement for a period of two years.

- 15.7 No employee shall be recalled from annual leave once they have commenced such leave, without the re-crediting of that proportion of the leave already used and the re-imburement of any additional expenses incurred by the employee as a consequence of such recall.
- 15.8 An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- 15.9 An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

16. Long Service Leave

- 16.1 Prior to 1st September 2005, employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- 16.2 For continuous service post 1st September 2005, employees shall accrue long service leave as follows:
- a. Ten weeks paid leave after ten years' service, and thereafter,
 - b. Five weeks paid leave on the completion of each additional five years' service.

Note: For part-time employees the entitlement under this subclause, expressed in hours, is pro-rata the entitlement of fulltime employees.

- 16.3 Such leave accrual shall not apply to any long service leave that has accrued prior to 1st September 2005.

17. Sick Leave

- 17.1 A full time employee shall be entitled to 10 days sick leave per year. Part-time employees shall be entitled to a proportionate amount of sick leave.
- 17.2 If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year. Such accumulation shall be limited to benefits up to a maximum of 100 days paid leave.
- 17.3 An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- 17.4 Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- 17.5 Where an employee is absent for more than one consecutive day, or more than three single days in a year, the employee shall provide the employer with a doctor's certificate.
- 17.6 The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, state the nature of the injury or illness, and the estimated duration of the absence.

18. Personal Carers Leave

Use of Sick Leave

- 18.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 18.3.2 of this subclause, who need the employee's care and support, shall be entitled to use, in accordance with the subclause, any current or accrued sick leave entitlement provided for in Clause

17, Sick Leave, of this Part for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

18.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

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

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

18.3.2 The person concerned being:

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

"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.

18.4 An 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 their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such of such absence at the first opportunity on the day of absence.

Unpaid Leave for Family Purpose

18.5 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 18.3.2 above who is ill.

19. Bereavement Leave

19.1 A full-time or part-time employee shall be entitled to a maximum of three (3) days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death within Australia of a parent (including foster parent and parent-in-law), grandmother, grandfather, wife, husband, de facto wife, de facto husband, sister, brother, child, stepchild or grandchild.

20. Time Off in Lieu/Make Up Time/Roster Days

20.1 Time Off in Lieu of Payment of Overtime

- 20.1.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- 20.1.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- 20.1.3 If, having elected to take time as leave in accordance with paragraph 20.1.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- 20.1.4 Where no election is made in accordance with the said paragraph 20.1.1, the employee shall be paid overtime rates in accordance with the award.
- 20.2 Make-up Time
- 20.2.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- 20.3 Rostered days off
- 20.3.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 20.3.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 20.3.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employer or employee.
- 20.3.4 Where a dispute may arise in respect of this subclause, the disputes procedure as provided for in clause 25 of this award will be followed.

21. Parental Leave

- 21.1 An ongoing or temporary full-time and part-time employee shall be entitled to parental leave pursuant to the provisions of the *NSW Industrial Relations Act 1996*.
- 21.2 Concurrent with the above unpaid leave provisions, all employees shall be entitled to the following employer paid parental leave provisions:
- a. Paid Maternity Leave - fourteen (14) weeks paid maternity leave to all female ongoing and temporary full-time and part-time employees
 - b. Paid Paternity Leave - two (2) weeks paid paternity leave to all male ongoing and temporary full-time and part-time employees

22. Jury Service

- 22.1 An ongoing or temporary employee required to attend for jury service will be reimbursed by the WSEC the difference between the amount received for the service and the amount the employee would have earned for ordinary hours, on production of evidence of payment received for the service.

23. Introduction of Change

- 23.1 Where the WSEC has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the WSEC

will notify the employees who may be affected by the proposed changes, and the union, if the employees are members.

- 23.2 "Significant effects" include termination of employment, major changes in the composition of the WSEC workforce or in the skills required; the elimination or diminution of job opportunities, promotions opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. However, where this award makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have a significant effect.
- 23.3 The WSEC will discuss with the employees affected and, if they are members of the union, the union, inter alia, the introduction of the changes referred to in subclause 23.1 of this clause, the effects the changes are likely to have on employees and will give prompt consideration to matters raised by employees and, if they are members of the union, by their union, in relation to the changes.
- 23.4 The discussions will commence as early as practicable after a definite decision has been made by the WSEC to make the changes referred to in subclause 23.1 of this clause.
- 23.5 For the purpose of such discussion, the WSEC will provide in writing to the employees concerned and, if they are members of the union, to their union, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. However, the WSEC will not be required to disclose confidential information, the disclosure of which would be contrary to the WSEC's interests.

24. Classification Level and Salary Point

- 24.1 The WSEC shall provide in writing to each employee, a brief job description and the level upon which they are being employed and whether they will be remunerated as either a non-annualised or annualised employee.
- 24.2 An employee may request on an annual basis a performance and skills review if they believe their work, level of responsibility or skill have changed significantly enough to warrant an upgrade to a new salary point or level.
- 24.3 Employees may be appointed to their classification level and salary point on the wages structure according to the level of job performance, responsibility, skills, experience and work to be carried out.

25. Disputes Procedure

- 25.1 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.
- 25.2 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.
- 25.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 25.4 The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 25.5 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.

- 25.6 The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- 25.7 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.
- 25.8 An employee, at any stage, may request to be represented by the Union.
- 25.9 The employee or the Union on their behalf or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 25.10 The employee, Association, Union 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.
- 25.11 Whilst the procedures outlined in subclauses 25.1 to 25.10 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.

26. Role of the Union

26.1 Union Commitment

The union commits itself to promote a harmonious and productive workplace environment in which employees are committed to the organisation. Every effort will be made to ensure that the dispute settlement procedures are followed and industrial disruption is avoided.

In recognition of this, the following procedure will be implemented:

26.1.1 Attendance at the work site.

Properly accredited officials of the union shall have the right, subject to security arrangements, to enter the work site to observe the performance of work and to talk to employees, after notifying his presence on the worksite to managements. The union shall be provided with appropriate access to employees to promote the benefits of union membership.

26.1.2 Union/Employer Co-operation.

To facilitate union membership, the WSEC will:

- a. Provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly/fortnightly basis with enough information supplied to enable the union to carry out a reconciliation;
- b. Supply all employees with an application form to join the union at the same time as employees are provided with their taxation declaration form;
- c. Provide the union with access to talk to all new employees at all induction training. In this regard the WSEC will organise such access for the union in a way which is conducive to the union being able to give a presentation to as small a group as practicable;
- d. Ensure that all supervisors are trained in the provisions of the award and the employer's policy on union membership.

26.1.3 Role of the union delegate

- a. For the purpose of the union conducting their business on a day to day basis, the WSEC will recognise duly elected/appointed union delegates.
- b. Union delegates will be allowed reasonable time during work hours to interview the WSEC or the WSEC's representatives on matters affecting employees.
- c. Union delegates will be allowed reasonable time during working hours to discuss with individual union members any matters pertaining to their work.
- d. Union delegates will be allowed to meet with their union official(s) to discuss issues, which may need to be progressed either in the consultative committee or via the dispute settling procedure. Such meetings whilst in paid time will be determined following consultation with the employer.

26.14 Investigating Complaints

For the purpose of investigating complaints concerning the application of this Award, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's worksite during working hours, subject to the following conditions:

- a. The representative discloses to the WSEC nominee the complaint which is to be investigated;
- b. The representative conducts such investigations in the presence of the WSEC's Nominee;
- c. The representative does not interfere with work proceeding in the workshop or plant;
- d. The representative conducts themselves properly.

27. Consultative Committee

- 27.1 A consultative committee made up of management and the workplace union representatives shall meet on a bi-monthly or an as-required basis for the purpose of reviewing the implementation of this award and other workplace issues which might arise from time to time.
- 27.2 Minutes of each meeting will be kept and made available to the WSEC or the union if required.

28. Anti-Discrimination

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

29. Secure Employment

29.1 Work Health and Safety

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

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

29.2 Disputes Regarding the Application of this Clause

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

29.3 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.

PART B

GENERAL EMPLOYEES

30. Classifications

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

30.2 Subject to subclause 30.1 of this clause, general employees shall be advised in writing of their employment relating to the following classification structure:

30.3 LEVEL 1

30.3.1 Shall be an employee with no qualifications or relevant industry experience, who performs duties of a routine nature, requiring the use of minimal judgement and direct supervision.

Such an employee shall be undertaking either on-the-job or off-the-job structured training relevant to the enterprises' needs.

30.3.2 A Level 1 employee will perform the work of a Level 2 but under direct supervision. The maximum period of employment for an employee as a Level 1 employee shall be 380 hours.

30.3.3 Provided that an employee who hasn't demonstrably reached the standard of performance required by the WSEC justifying progression to Level 2, shall be counselled and provided the appropriate additional training and be allowed the opportunity to achieve the standard required for a period of a maximum of four (4) additional weeks, prior to a further review of their performance. After such additional period the employment of the individual shall either be terminated or they shall be reclassified to a higher level or offered an alternative role.

30.4 LEVEL 2

30.4.1 Shall be an employee who has completed some structured training relevant and/or experience to the operational needs of the WSEC, and who is continuing such training, or has recognised industry experience appropriate to the WSEC's needs.

30.4.2 A Level 2 employee shall, in addition to the skills of a Level 1 operative be able to perform a majority of the following:

- i. Assist with the on-the-job training of Level 1 employees, to a limited degree;
- ii. Exercise intermediate keyboard skills with instructions;
- iii. Demonstrated ability to work from instructions or procedures;
- iv. Have a demonstrated understanding of general office, or box office, or cash control or staging or stadium procedures;
- v. Demonstrated customer service skills;
- vi. Able to work effectively as a member of a small team under general technical, trade or administrative supervision;

- vii. Demonstrated knowledge of occupational health and safety requirements relating to the operation of Public Venues
- viii. Knowledge of safe handling procedures in regards to tools and chemicals

30.4.3 Indicative tasks for Level 2 shall include but not be limited to:

Events Employees	Grounds Building And Technical Employees	Administration & Client Support
Usher	Labourer	General Receptionist
Crowd control, which does not require a security licence.	Cleaner	Basic Clerical duties
General Attendant	General Grounds Assistant	Maintenance of simple records
Ticket Seller	Trades Assistant	Basic Client Liaison
Customer Service Assistant	Stage Hand	
Sales Assistant	Driver	

30.5 LEVEL 3

30.5.1 Shall be an employee who has completed structured training and/or experience recognised by the WSEC as relevant and appropriate to perform within the scope of this Level or has industrial experience appropriate to the WSEC’s needs.

30.5.2 An employee at this Level shall assist with the training and development of employees at Levels 1 and 2.

30.5.3 An employee at this Level shall exercise discretion within one’s own level of skill and training, whilst taking responsibility for the quality of one’s own work (subject to routine supervision). A person at this level shall also be a person who typically holds a trade or equivalent qualification and/or experience.

30.5.4 Indicative tasks at this level would include:

Events Employees	Grounds Building Technical Employees	Administration & Client Support
Can perform function of Level 2 but in addition includes: Supervisors of Ushers/crowd control	Can perform function of Level 2 but in addition includes: Trades - Groundsmen Trades - Technicians Cleaner	Can perform function of Level 2 but in addition includes: Client Services Officer Non-qualified Bookkeeper Bookings Clerk Personal Assistant

30.6 LEVEL 4

30.6.1 Shall be an employee who is engaged in supervising, training and co-ordinating employees and who is responsible for the maintenance of service and operational standards across a mixed trade team.

30.6.2 Indicative tasks and competencies for a Level 4 employee would include:

Events Employees	Grounds Building Technical Employees	Administration & Client Support
	Typical work at this Level includes: Maintenance Supervisor Operations Supervisor Technical Supervisor Grounds Keeper	Typical work at this Level includes: Bookkeeper

30.7 Level 5

30.7.1 Shall be an employee who is a holder of a post trade qualification or technical qualification relevant to the WSEC’s operations or will have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience.

30.7.2 A Level 5 employee will be directly responsible to the Executive Management for the operation and policy development relating to a discreet workforce or site.

30.7.3 Indicative tasks and competencies for a Level 5 employee would include:

Events Employees	Grounds Building Technical Employees	Administration & Client Support
	Typical work at this Level includes: Operations Coordinator	Typical work at this Level includes: IT/Systems Coordinator Accounts Officer

30.8 Progression to succeeding levels within the above structure will be dependent on a demonstrated capacity to perform the functions required and availability of a vacant role.

31. Termination of Employment

31.1 Employment may be terminated by either the WSEC or the employee at any time during the week by the giving of the following notice (except as provided by subclause 8.3 of Clause 8 Terms of Engagement of Part A, and subclause 31.6 of this clause):

Period of Continuous Service	Period of Notice
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

Plus one extra week for employees over 45 years of age with not less than two years continuous service (except in the case of an employee giving notice).

31.2 An employee who fails to give the appropriate notice may have moneys withheld to the equivalent of the notice period required, and not given.

31.3 The WSEC will not terminate an employee’s employment for reasons related to the employee’s conduct, performance, malingering or inefficiency, unless the employee has been given the opportunity to defend himself or herself against the allegations made or the WSEC could not reasonably be expected to give the employee that opportunity.

31.4 An employee who has been given notice will be allowed up to one day as time off without loss of pay (at a time convenient to the WSEC) for the purpose of seeking another job.

- 31.5 Following a request from the terminated employee, the WSEC will provide a written statement of the period of employment and the type of work performed.
- 31.6 The WSEC may dismiss any employee without notice for neglect of duty or misconduct. In such case the employee will be paid only up to the time of dismissal.
- 31.7 The employment of a casual employee may be terminated by either the WSEC or the employee without the giving of notice. However, the WSEC will pay wages for the minimum period as set out in subclause 8.4 of Clause 8 Part A, Terms of Engagement, providing the employee works for the remainder of the minimum period if required to do so.

32. Hours of Work

The ordinary hours of work can be rostered Monday to Sunday, inclusive, subject to the following:

- 32.1 Hours of Work (Ongoing and Temporary Employees)
- 32.1.1 To suit the needs of the enterprise, ordinary hours will be worked on a rostered basis over a fortnightly period with the following limitations;
- a. A maximum of 76 ordinary hours will be worked in any one fortnightly period.
 - b. A maximum of 10 ordinary hours will be worked in any 24 hours period.
- 32.2 The ordinary hours will be rostered to give employees four clear days off in 14, and, at least two lots of consecutive days off in 28.
- 32.3 Rosters (Ongoing and Temporary Employees)
- 32.3.1 Rosters will be provided at least seven days in advance, unless such changes are mutually agreed. Roster changes given with less than seven days' notice will incur a penalty of 50 per cent of the appropriate skill level rate to be applied to any shifts worked for which less than seven days' notice has been given.
- 32.3.2 If a changed roster is advised with less than seven days but more than 48 hours' notice, it will be obligatory for employees to work the roster. If notice is less than 48 hours it will be optional for the employees to work the roster.
- 32.4 Rosters (Casual Employees)
- 32.4.1 Casuals will be rostered to meet the requirement of the enterprise. Should a casual be advised of a cancellation or shortening of roster with less than four (4) hours' notice they shall be paid for half of the number of hours rostered originally.

33. Overtime and Time Off in Lieu

- 33.1 Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday shall be paid to a non-annualised full-time or part-time employee, in the following circumstances:
- a. For all hours worked in excess of 10 per shift
 - b. For all hours worked in excess of 76 in a fourteen day cycle
- 33.2 Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday shall be paid to a casual employee engaged under the provisions of Section B of Part D, for all hours worked in excess of 10 per shift.

- 33.3 An employee who has worked between midnight and 6:00am (and has commenced work before 5:00 am), will be provided with a meal by the WSEC or be paid the amount as set out in Item 2 of Table 5 - Other Rates and Allowances, of Part D, Monetary Rates, for each meal break occurring before finishing time.
- 33.4 Non-annualised employees may take time off in lieu of overtime payments as agreed between the employee and employer. Such time off shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 33.5 Notwithstanding subclauses 33.1, 33.2 and 33.3 of this Clause, employees engaged as annualised employees shall work hours and rosters to meet the needs of the business subject to the following:
- a. Employees can work up to 20 hours per twenty eight (28) day cycle in excess of 152 hours without the payment of overtime or time off in lieu. The number of hours worked by part-time annualised employees without the payment of overtime or time off in lieu will be based on their normal working week hours e.g. an employee working 3/5 of a normal 38 hour working week can work up to 3/5 of 20 hours per twenty eight (28) day cycle without the payment of overtime or time off in lieu.
 - b. All hours worked in excess of 172 hours per twenty eight (28) day cycle (or pro-rata hours for part-time annualised employees) shall be accrued as time off in lieu, at overtime rates, and taken at a time and date agreed between the employer and the employee.
 - c. 'Overtime rates' in above paragraph 33.5 (b) are defined as time and one half (1½) for the first two hours worked, and double (2) time thereafter, during each shift worked.
 - d. The calculation of time 'worked' during each twenty eight (28) day cycle includes hours away from the work place on public holidays, annual leave and sick leave.
 - e. It is agreed by the parties that the annualised salaried employees shall receive a 10 hour break between shifts wherever possible.
- 33.6 The employer shall monitor the hours of work of employees so that no employee works excessive hours which might contribute to an occupational health and safety problem for the employee concerned, other employees or patrons of the WSEC.

34. Meal Breaks and Allowances

- 34.1 Employees who are required to work through a meal break will be paid at the rate of double time for the period when the meal break would have been taken.
- 34.2 All employees will be allowed a paid refreshment break of ten minutes, to be taken at the place of work and at a time to suit the needs of the enterprise.

35. First Aid Allowance

- 35.1 An employee who holds an appropriate first-aid certificate and who is appointed by the WSEC to perform first-aid duties, in addition to ordinary work, will be paid an allowance per day as set out in Item 3 of Table 5 - Other Rates and Allowances, of Part D, Monetary Rates, in addition to the wage rate as set out in Table 1 or Table 3 - Rates of Pay, of the said Part D.

36. Public Holidays

- 36.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, Union Picnic Day (being the first Tuesday after Easter) or any proclaimed days in lieu thereof throughout the State shall be holidays without deduction from the wages due to any employee for the week in which such holiday or holidays occur.

- 36.1.1 Provided that the above mentioned holidays may be substituted for another day/s off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday/s or adjacent to a period of annual leave.
- 36.1.2 Part-time employees are entitled to paid absence on a public holiday only when the public holiday falls on a day that is regularly worked by the employee (working days as defined in the part-time employee's employment agreement). When a public holiday falls on a non-working day, the part-time employee is not entitled to paid absence.
- 36.2 Entitlement to paid absence on the Union Picnic Day shall only apply to non-annualised and annualised employees who are members of the Union.
- 36.3 Any full-time or part-time employee who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed or double time and one half for each hour worked on the public holiday. Casual employees shall receive double time and a half based on the ordinary hourly rate for the appropriate non-annualised classification.
- 36.4 Where the Picnic Day referred to in subclause 36.2 of this Clause falls on a bump-in, bump-out or an event day, the employer shall organise an alternative union picnic day at a time agreeable between management and the workplace union representatives.

37. Uniforms and Protective Clothing

- 37.1 Where employees are required to wear a branded uniform they will provided free of charge.
- 37.2 Where items of clothing referred to in subclause 37.1 are required to be cleaned and maintained by the employee the provisions of Part D Table 5, herein, shall apply.
- 37.3 The WSEC commits to providing appropriate protective clothing for employees as is deemed necessary to provide a safe working environment for Trust employees.
- 37.4 The WSEC shall have the right to determine a dress or uniform code for all employees covered by this award, which may include a particular style and colour of dress, which is practical to the working environment, such items shall be provided by the employee.
- 37.5 All uniform items, protective clothing and other tools provided by the WSEC shall remain the property of the WSEC and shall, upon demand be returned to the WSEC in reasonable conditions. Upon termination, monies owed to the employee may be withheld until such time as this subclause is complied with by the employee.

38. Multi-Hiring

- 38.1 Employees may be separately engaged as casual employees (whether they hold non-annualised roles or not) for duties in a separate section of the WSEC's operations covered by this award from that in which the employee engages in their ordinary employment. For the purpose of this clause a "section" shall mean a discrete work location other than the employee's usual work location, or alternatively, may mean a discrete set of duties other than the employee's usual duties, provided such duties are not wholly or substantially performed in the employee's usual work location, and shall not apply to work where overtime would normally be performed.
- 38.2 An Operator engaged for stage productions will be remunerated at the appropriate tech rate for the duration of such engagement.
- 38.3 The arrangements entered into under this clause shall be mutually agreed and recorded in writing at the time.

PART C

MANAGEMENT EMPLOYEES

39. Duties and Responsibilities

- 39.1 The employee shall:
- 39.1.1 Satisfactorily carry out the duties and responsibilities set out in the role description as provided to the employee upon commencement in that role;
- 39.1.2 take all necessary steps to meet the Performance Management Plan that will;
- a. promote the best interests of the WSEC; and
- b. perform all duties imposed by law.
- 39.2 The employee will assist in the implementation of decisions and policies of the WSEC.
- 39.3 It is accepted that the duties and responsibilities set out in the position description may vary from time to time, by agreement, in writing, between the WSEC and the employee.
- 39.4 In addition, notwithstanding subclause 39.3 of this Part, if one of the Management Team leaves, or the business of the WSEC changes significantly, the WSEC reserves the right to vary the duties and responsibilities set out in the role description following consultation with the employee.
- 39.5 Employees agree that employment is subject to a Code of Conduct that is based on a need for accountable, honest and responsible behaviour.

40. Remuneration

- 40.1 The employee shall be paid a salary in accordance with the employee's relevant level, as detailed in the letter of appointment and the role description, and within the salary range as set out in Table 4 of Part D Monetary Rates.
- 40.2 The salary paid under subclause 40.1 of this clause is compensation for all hours worked, including work on public holidays and weekends.
- 40.3 Superannuation shall be based on the employee's salary, excluding the provision of a motor vehicle.

41. Provision of a Vehicle

- 41.1 An employee may be provided with a vehicle as part of their employment.
- 41.2 Where a vehicle is supplied in accordance with this clause it shall be a fully maintained vehicle for private use and business use (to a standard agreed and approved by the WSEC), with fuel supplied, except when the employee uses the vehicle when on leave.
- 41.3 The WSEC agrees to pay any liabilities involved in Fringe Benefits Tax through the provision of the motor vehicle.

42. Termination

- 42.1 Where an employee is to be terminated, the following notice period shall apply.
- a. By the employee giving two (2) months' notice, with the Venue Manager authorised to approve a shorter period (of up to a minimum of one (1) month) with the employee, if considered essential.

- b. By the WSEC with one (1) month notice in writing or by the payment of one (1) month's pay in lieu of notice by the WSEC, where the employee does not meet the duties and responsibilities as specified in Clause 2 Duties and Responsibilities of this Part.
 - c. By the WSEC, without notice, if the employee commits any act that could entitle the WSEC to summarily dismiss the employee including:
 - i. any serious or persistent breach of any conditions of employment
 - ii. grave misconduct including dishonesty or fraud in the discharge of the employee's duties to the WSEC
 - iii. wilful neglect or disobedience in the discharge of the employee's duties to the WSEC
 - iv. conviction of an offence precluding or inhibiting the further performance of duties under the employee's contract.
 - d. By the WSEC if satisfied that the employee is permanently incapacitated as a consequence of injury or illness and is unable to continue to perform the duties of the position. A termination under this clause shall constitute a medical retirement and the WSEC may consider appropriate financial retirement arrangements.
- 42.2 Upon termination of employment, the employee shall immediately return all property of the WSEC to the WSEC.
- 42.3 The provisions of Clause 23 Introduction of Change apply, notwithstanding the provisions of this Clause.

43. Hours of Work

- 43.1 The employee acknowledges that this is a senior managerial role and that the hours of work performed will be such as to meet the needs of the organisation, the duties and responsibilities and may include evening and weekend activity.
- 43.2 Employees agree to devote the whole of their time and attention during working hours, and such other time as may be deemed reasonably necessary, to the business of the WSEC.

44. Confidentially

- 44.1 Confidentiality in respect to the WSEC's affairs must be appropriately maintained at all times. The employee must not use any property, information or knowledge of the WSEC in a manner that would not be in the best interest of the WSEC.
- 44.2 Any intellectual property invented or created by the employee as a result of his/her employment under this contract shall remain the property of the WSEC, unless agreed in writing with Venues NSW.

45. Professional Indemnity

- 45.1 The WSEC will indemnify the employee against any loss or claim made by a third party or cause of action of any kind arising out of their employment, provided the employee acted honestly, diligently and in good faith.

46. Resources

- 46.1 The WSEC shall ensure that resources and personnel as identified at the time of appointment or as varied by agreement between the WSEC and the employee, are available to the employee to enable him/her to adequately perform the duties and responsibilities outlined in the role description.
- 46.2 These resources may include the provision of a mobile phone.

47. Professional Development

- 47.1 It is agreed that it is the responsibility of the employee to keep informed of developments in the profession and to develop professional knowledge and ability in accordance with current management theories.
- 47.2 Where in pursuance of these aims, the employee is granted permission by the WSEC to attend a conference, seminar, short term study course or the like, the WSEC shall meet all associated costs and shall continue payment of full salary and benefits to the employee.

48. Expenses

- 48.1 The employee is entitled to be reimbursed those expenses legitimately and reasonably incurred in conducting and managing the arrangements of the Venues and a part of the duties outlined in the employee's role description.

PART D

MONETARY RATES

Table 1 - General Employees Non-annualised Rates of Pay

Non-annualised rate of pay for a week not exceeding 38 ordinary hours.

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

Classification	Step	Ordinary Non-annualised Rate 22 January 2020 \$ Per Annum
Level 1	1	44,020
Level 2	1	45,806
	2	46,363
	3	47,874
Level 3	1	49,273
	2	50,583
	3	52,924
Level 4	1	53,763
	2	55,735
	3	58,073
	4	64,422
	5	70,761
Level 5	1	76,807
	2	84,303
	3	90,860
	4	99,946
	5	109,943

Employees engaged under Table 1, above shall be paid 1.125 times the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 8 of Part B herein.

Table 2 - Casual Employees Rates of Pay

Casual Hourly Rates for Employees engaged on all occasions except for Public Holidays.

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

Classification	Step	Ordinary Hourly Rate 22 January 2020 \$
Level 1	1	27.76
Level 2	1	28.87
	2	29.24
	3	30.34
Level 3	1	31.07
	2	31.88
	3	33.36
Level 4	1	33.92
	2	35.16
	3	36.60

Casual employees shall be paid the hourly rate at the Steps in each Level upon the accumulation of ordinary hours worked over time at the site. The maximum period of employment at Level 1 shall be 380 hours. In the succeeding Levels 2 through 3; progression to each Step will occur at the accumulation of 800 hours per Step for all employees, except ushers. Ushers shall progress to each Step after working 380 hours per Step.

Employees engaged under Table 2, above shall be paid 1.125 times the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 8 of Part B herein.

JUNIOR RATES

Employees engaged as non-annualised employees or as casuals under the provisions of Table 1 or Table 2, above, who are less than 18 years of age shall be paid according to the following scale:

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

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

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

Provided that the scale contained above relates to employees engaged at Levels 1 and 2, performing functions other than cleaning and labouring as defined in clause 2 of Part B, here-in.

Table 3 - Annualised Salary Employees Rates of Pay

Employees engaged under annualised salary packages for all incidents or work under this award.

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

Classification	Step	Salary per Annum 22 January 2020 \$
Level 1		N/A
Level 2	1	57,636
	2	58,343
	3	60,584
Level 3	1	61,997
	2	63,649
	3	66,595

Level 4	1	67,656
	2	70,131
	3	73,078
	4	81,060
	5	89,043
Level 5	1	96,651
	2	106,080
	3	114,331

Table 4 - Management Employees Rates of Pay

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

Level	Pay Point	Salary per Annum 22 January 2020 \$
2	Maximum	150,263
	Minimum	132,389
1	Maximum	127,890
	Minimum	119,152

Table 5 - Other Rates and Allowances

	Allowance	(Date of Effect)	
		Ongoing/temporary employee \$	Casual employee \$
1	Laundry Allowance	17.70 Per week	1.63 Per shift
2	Meal Allowance	12.88	12.88
3	First Aid Allowance	3.32 Per shift	3.32 Per shift
4	Offensive Matter Cleaning Allowance	4.14 Per day	4.14 Per shift
5	Leading Hand Allowance		
	3 to 10 employees	44.07 Per week	1.39 Per hour
	11 to 20 employees	52.33 Per week	1.72 Per hour
	More than 20 employees	62.78 Per week	2.07 Per hour

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1924)

SERIAL C9077**VENUES NSW AWARD 2020**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Sport.

(Case No. 13917 of 2020)

Before Commissioner Sloan

23 January 2020

AWARD**Arrangement**

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

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

Annexure A - Salaries

Annexure B - Allowances

Annexure C - Classification Standards

1. Title

- 1.1 This award shall be known as the *Venues NSW Award 2020*.

2. Definitions

- 2.1 Agency Head - means the Chief Executive of the Office of Sport as defined in the Act or person authorised by the Agency Head.
- 2.2 Act - means the *Government Sector Employment Act 2013*.
- 2.3 Agency - means the Office of Sport.
- 2.4 Union - means the Public Service Association and Professional Officers' Association Amalgamated Union of NSW.

3. Parties to the Award

The parties to this award are:

- 3.1 The Office of Sport;

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

4. No Extra Claims

- 4.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 4.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

5. Application/Coverage/Scope

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

6. Period of Operation

- 6.1 This instrument shall operate from 23 January 2020 and remain in force for a period of one (1) year, and rescinds and replaces the Venues NSW Award 2018 published 6 September 2019 (Vol. 385 I.G. 103), and any variation thereof.

7. Statement of Intent

- 7.1 This award aims to consolidate, in the one document, all common conditions of employment of employees in Venues NSW facilities (excluding the WIN Sports and Entertainment Centre), to encourage the consultative processes at the agency-wide and the various organisational levels, to facilitate, as appropriate, greater flexibility in the workplace.
- 7.2 Venues NSW and employees each recognise that the work practices that were used in the past may not be consistent with the current and future needs of Venues NSW and with work practices across the venue management industry. It is therefore important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of Venues NSW and provide consistent, fair and equitable working conditions to its employees.

8. Terms of Engagement

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

9. Casual Employment

- 9.1 This clause applies to casual employees allocated to Venues NSW facilities.

9.2 Hours of Work

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

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

9.2.3 A casual employee shall not work more than 12 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 12 hours, except where longer periods are required by the usual work pattern of the role.

9.3 Rate of Pay

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

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

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

15%

9.3.3 Casual employees shall also receive a 1/12th loading on the appropriate ordinary hourly rate of pay in lieu of annual leave.

9.3.4 The loading specified in paragraph 9.3.2 of this subclause is in recognition of the casual nature of the employment and compensates the employee for all leave, other than annual leave and long service leave, and all incidences of employment, except overtime.

9.4 Overtime

9.4.1 Casual employees shall be paid overtime for work performed:

(a) In excess of 12 consecutive hours (excluding meal breaks) except where required by the usual work pattern of the role; or

(b) In excess of the daily roster pattern applicable for the particular class of work; or

(c) In excess of the standard weekly roster of hours for the particular class of work.

9.4.2 Overtime rates will be paid in accordance with the rates set in clause 37, Payment for Overtime and Time Off in Lieu of this award.

9.4.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 9.3.2 of this clause.

9.4.4 The loading in lieu of annual leave as set out in paragraph 9.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

9.5 Leave

9.5.1 Other than as described under subclauses 9.5, 9.6 and 9.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.

9.5.2 As set out in paragraph 9.3.3 of this clause, casual employees will be paid a 1/12th loading on the appropriate ordinary hourly rate of pay in lieu of annual leave.

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

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

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

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

9.6 Personal Carers entitlement for casual employees

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

9.6.2 The Agency Head and the casual employee 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.

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

9.6.4 The casual employee shall, if required,

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

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

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

9.7 Bereavement entitlements for casual employees

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

9.7.2 The Agency Head and the casual employee 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.

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

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

9.8 Meal Break

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

9.9 Application of other clauses of this Award to casual employees

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

10	Part-Time Employment
12	Apprentices
13	School based apprentices
15	Annualised Salary
24	Extended Leave
26	Hours of Work
27	Rosters - Ongoing and Temporary Employees
29	Meal Breaks and Allowances
30	Variation of Hours
31	Natural Emergencies and Major Transport Disruptions
32	Public Holidays
33	Overtime - General
34	Recall to Duty
35	Overtime Meal Breaks
38	On-Call (Stand-by) and On-Call Allowance
40	Leave Without Pay
41	Recreation Leave
42	Annual Leave Loading
43	Family and Community Services Leave
44	Military Leave
45	Observance of Essential Religious Or Cultural Obligations
46	Parental Leave
47	Sick Leave
48	Sick Leave Requirements for Evidence of Illness
49	Sick Leave to Care for a Family Member
50	Sick Leave - Workers Compensation
51	Sick Leave - Claims Other Than Workers Compensation
52	Special Leave
57	Leave for Matters Arising from Domestic Violence
56	Trade Union Activities Regarded as on Duty
57	Trade Union activities Regarded as Special Leave
58	Trade Union Training Courses
59	Conditions Applying to on Loan Arrangements

10. Part-Time Employment

10.1 General

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

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

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

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

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

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

10.2 Additional hours - Non-Annualised Employees

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

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

11. Classifications

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

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

12. Apprentices

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

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

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

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

13. School Based Apprentices

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

14. Rates of Pay

- 14.1 The ordinary rates of pay relating to persons employed under this award are those applying in Annexure A to this award attached hereto.

15. Annualised Salary

- 15.1 The Agency Head may determine that an employee occupying a specified ongoing or temporary role will receive an annualised salary for all incidents of work under this Award.
- 15.2 Ongoing annualised full-time employees will be engaged as annualised salaried employees and will be paid the rate of pay for the appropriate skill level and location, as set out in Annexure A.
- 15.3 An employee occupying a role classified at Level 8 or Level 9 as described in Table 3.2 of Schedule 3 of Annexure A to this award shall be paid a salary in accordance with the employee's relevant level, as detailed in the letter of appointment and the role description, and within the salary range as set out in Table 3.2 respectively for Level 8 and Level 9.
- 15.4 Ongoing annualised part-time employees will be paid pro rata the rate for the appropriate skill level and location, as set out in Annexure A.
- 15.5 Annualised salary is paid as compensation for time worked in excess of ordinary hours, up to 20 hours per 28 day roster period.
- 15.6 Annualised salary is paid as compensation for other work related incidents and allowances, including on call allowance, meal break interruptions, shift penalties and travel time.

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

16. Payment of Wages

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

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

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

18. First Aid Allowance

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

- 18.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet Agency needs, and the cost of retraining First Aid Officers, are to be met by the Agency.

19. Allowance Payable for Use of Private Motor Vehicle

- 19.1 The Agency Head may authorise an employee to use a private motor vehicle for work where:
- 19.1.1 Such use will result in greater efficiency or involve the Agency in less expense than if travel were undertaken by other means; or
- 19.1.2 Where the employee is unable to use other means of transport due to a disability.
- 19.2 An employee who, with the approval of the Agency Head, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Annexure B of this award attached hereto for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 19.4 of this clause.
- 19.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 19.3.1 The casual rate is payable if an employee elects, with the approval of the Agency Head, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 19.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.
- 19.4 Deduction from allowance
- 19.4.1 Except as otherwise specified in this award, an employee 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.
- 19.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 19.4.3 of this subclause.
- 19.4.3 Designated headquarters
- (a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) An employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.
- 19.4.4 On days when an employee uses a private vehicle for official business and travels to and from home, whether or not the employee during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the employee's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

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

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

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

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

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

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

20. Damage to Private Motor Vehicle Used for Work

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

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

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

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

20.2.1 The damage was sustained on approved work activities; and

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

21. Overseas Travel

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

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

- 22.1 Where damage to or loss of the employee's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the Agency covering the damage to or loss of the personal property of the employee.
- 22.2 If a claim under subclause 22.1 of this clause is rejected by the insurer, the Agency Head may compensate an employee for the damage to or loss of personal property, if such damage or loss:
- 22.2.1 Is due to the negligence of the Agency, another employee, or both, in the performance of their duties; or
- 22.2.2 Is caused by a defect in an employee's material or equipment; or
- 22.2.3 Results from an employee's protection of or attempt to protect Agency property from loss or damage.
- 22.3 Compensation in terms of subclause 22.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Agency Head may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 22.4 For the purpose of this clause, personal property means an employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the employee's duties.
- 22.5 Compensation for the damage sustained shall be made by the Agency where, in the course of work, clothing or items such as spectacles, hearing aids, etc., are damaged or destroyed by natural disasters or by theft or vandalism.

23. Lactation Breaks

- 23.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 23.2 A full-time employee or a part-time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 23.3 A part-time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 23.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 23.5 The Agency Head shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

- 23.6 Other suitable facilities, such as refrigeration and a sink, 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.
- 23.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 23.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 47, Sick Leave of this award.

24. Extended Leave

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

25. Absence from Work

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

26. Hours of Work

- 26.1 The ordinary hours of work shall be Monday to Sunday inclusive.
- 26.2 Ordinary hours shall be worked on a rostered basis over a 28 day period subject to the following limitations:
- 26.2.1 Except as provided by sub-clause 28.8 of clause 28 Rostered Days Off of this award, a maximum of 152 ordinary hours will be worked in any one 28 day period.
- 26.2.2 A maximum of 12 ordinary hours will be worked in any 24 hour period.
- 26.2.3 A minimum engagement of 3 hours to be worked consecutively.
- 26.3 Each employee will be entitled to a minimum of 8 hours break between each full shift. This clause does not apply to broken shifts.
- 26.4 The maximum ordinary hours of work for a full-time or part-time employee in any given week will be 60 hours.
- 26.5 Part-time employees - Hours of Work, refer to clause 10 of this award.

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

27. Rosters - Ongoing and Temporary Employees

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

28. Rostered Days Off

- 28.1 The following sub-clauses do not apply to annualised employees. Refer clause 15 Annualised Salary of this award.
- 28.2 Full-time hours will be worked on the basis of 19 Rostered Days in each 28 day roster cycle.
- 28.3 Part-time employees are entitled to the number of Rostered Days Off specified in their part-time work agreement.
- 28.4 An employee may swap a Rostered Day Off with another employee, subject to the prior approval of the Venue Manager or Supervisor.

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

29. Meal Breaks and Allowances

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

30. Variation of Hours

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

30.1.6 Ongoing arrangements are documented; and

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

31. Natural Emergencies and Major Transport Disruptions

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

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

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

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

32. Public Holidays

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

32.1.1 A public holiday throughout the State; or

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

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

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

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

33. Overtime - General

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

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

33.1.2 Any risk to employee health and safety,

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

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

33.1.5 Any other relevant matter.

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

34. Recall to Duty

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

35. Overtime Meal Breaks

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

36. Overtime Meal Allowances

- 36.1 If an adequate meal is not provided by the Agency, a meal allowance shall be paid by the Agency at the appropriate rate specified in Annexure 2 of this award attached hereto, provided the Agency Head is satisfied that:
- 36.1.1 The time worked is directed overtime;
- 36.1.2 The employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 36.1.3 Where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so; and
- 36.1.4 Overtime is not being paid in respect of the time taken for a meal break.

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

37. Payment for Overtime and Time Off in Lieu

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

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

- 38.1 Unless in receipt of an Annualised Salary in terms of clause 15 of this award an employee shall be:

38.1.1 Entitled to be paid the on-call allowance set out in Annexure B of this award attached hereto when directed by the Agency to be on-call or on stand-by for a possible recall to duty outside the employee's working hours;

38.1.2 If an employee who is on call and is called out by the Agency, the overtime provisions as set out in clause 37, Payment for Overtime or Leave in Lieu of this award shall apply to the time worked;

38.1.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

39. Uniforms and Protective Clothing

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

40. Leave Without Pay

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

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

41. Recreation Leave

41.1 Accrual

41.1.1 Paid recreation leave for full-time employees and recreation leave for employees working part-time, accrues at the rate of 20 working days per year. Employees working part-time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

41.1.2 Recreation leave accrues from day to day.

41.2 Limits on Accumulation and Direction to Take Leave

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

41.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Agency Head according to the wishes of the employee.

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

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

41.2.5 An employee must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Agency must cooperate in this process. The Agency may direct an employee with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks.

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

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

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

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

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

42. Annual Leave Loading

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

43. Family and Community Service Leave

- 43.1 The Agency Head 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 43.2 of this clause. The Agency Head may also grant leave for the purposes in subclause 43.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

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

44. Military Leave

- 44.1 During the period of 12 months commencing on 1 July each year, the Agency Head may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to

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

45. Observance of Essential Religious Or Cultural Obligations

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

46. Parental Leave

- 46.1 Parental leave includes maternity, adoption and "other parent" leave.
- 46.2 Maternity leave 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:
- 46.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 46.2.2 For a further period of up to 12 months after the actual date of birth.
- 46.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 46.3 Adoption leave 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:
- 46.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 46.3.2 For such period, not exceeding 12 months on a full-time basis, as the Agency Head may determine, if the child has commenced school at the date of the taking of custody.
- 46.3.3 Special Adoption Leave - An employee 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.
- 46.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 46.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 46.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph 46.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 46.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- 46.5.1 applied for parental leave within the time and in the manner determined set out in subclause 46.10 of this clause; and
- 46.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 46.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) In advance as a lump sum; or
 - (b) Fortnightly as normal; or
 - (c) Fortnightly at half pay; or

- (d) A combination of full pay and half pay.
- 46.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full-time role who is on part-time leave without pay when they start parental leave is paid:
- 46.6.1 At the full-time rate if they began part-time leave 40 weeks or less before starting parental leave;
- 46.6.2 at the part-time rate if they began part-time leave more than 40 weeks before starting parental leave and have not changed their part-time work arrangements for the 40 weeks;
- 46.6.3 At the rate based on the average number of weekly hours worked during the 40 week period if they have been on part-time leave for more than 40 weeks but have changed their part-time work arrangements during that period.
- 46.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 46.7.1 At the rate (full-time or part-time) they were paid before commencing the initial leave if they have not returned to work; or
- 46.7.2 At a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
- 46.7.3 At a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 46.8 Except as provided in subclauses 46.5, 46.6 and 46.7 of this clause parental leave shall be granted without pay.
- 46.9 Right to request
- 46.9.1 An employee who has been granted parental leave in accordance with subclause 46.2, 46.3 or 46.4 of this clause may make a request to the Agency Head to:
- (a) Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (b) Return from a period of full-time parental leave on a part-time basis until the child reaches school age (Note: returning to work from parental leave on a part-time basis includes the option of returning to work on part-time leave without pay);
- (c) To assist the employee in reconciling work and parental responsibilities.
- 46.9.2 The Agency Head 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 Agency Head's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 46.10 Notification Requirements
- 46.10.1 When an Agency is made aware that an employee or their spouse is pregnant or is adopting a child, the Agency must inform the employee of their entitlements and their obligations under the award.
- 46.10.2 An employee who wishes to take parental leave must notify the Agency Head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:

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

- 46.16 An employee may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 46.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 46.17.1 Accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 46.17.2 The total period of parental leave is not extended by the taking of recreation leave at half pay;
 - 46.17.3 When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay 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.
- 46.18 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Agency Head, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 46.19 If such adjustments cannot reasonably be made, the Agency Head must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- 46.20 Communication during parental leave
- 46.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Agency shall take reasonable steps to:
 - (a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and
 - (b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.
 - 46.20.2 The employee shall take reasonable steps to inform the Agency Head about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - 46.20.3 The employee shall also notify the Agency Head of changes of address or other contact details which might affect the Agency's capacity to comply with paragraph 46.20.1 of this subclause.

47. Sick Leave

- 47.1 Illness in this clause and in clauses 48 and 49 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 47.2 Payment for sick leave is subject to the employee:
- 47.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and

- 47.2.2 Providing evidence of illness as soon as practicable if required by clause 48, Sick Leave - Requirements for Evidence of Illness of this award.
- 47.3 If the Agency Head is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Agency Head:
- 47.3.1 Shall grant to the employee sick leave on full pay; and
- 47.3.2 May grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this award to sick leave on full pay.
- 47.4 The Agency Head may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
- 47.4.1 Is unable to carry out their duties without distress; or
- 47.4.2 Risks further impairment of their health by reporting for duty; or
- 47.4.3 Is a risk to the health, wellbeing or safety of other employees, Agency clients or members of the public.
- 47.5 The Agency Head may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.
- 47.6 Entitlements.
- 47.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
- 47.6.2 After the first four months of employment, the employee shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 47.6.3 After the first year of service, the employee shall accrue sick leave day to day at the rate of 15 working days per year of service.
- 47.6.4 All continuous service as an employee in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- 47.6.5 Notwithstanding the provisions of paragraph 47.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the *Government Sector Employment Regulation 2014* and Public Sector Staff Mobility Policy.
- 47.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 47.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 47.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 47.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Agency Head approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.

- 47.8 Seasonal or relief employees - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief employees for a period of less than 3 months.

48. Sick Leave - Requirements for Evidence of Illness

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

49. Sick Leave to Care for a Family Member

- 49.1 Where family and community service leave provided for in clause 43 of this award is exhausted or unavailable, an employee with responsibilities in relation to a category of person set out in subclause 49.4 of this clause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 49.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Agency Head may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 49.3 If required by the Agency Head to establish the illness of the person concerned, the employee must provide evidence consistent with subclause 48.6 of clause 48, Sick Leave - Requirements for Evidence of Illness of this award.
- 49.4 The entitlement to use sick leave in accordance with this clause is subject to:
- 49.4.1 The employee being responsible for the care and support of the person concerned; and
- 49.4.2 The person concerned being:
- (a) A spouse of the employee; or
 - (b) A de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (c) A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
 - (d) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same household, where for the purposes of this definition:

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

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

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

50. Sick Leave - Workers Compensation

- 50.1 The Agency Head shall advise each employee of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- 50.2 An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987* shall be required to lodge a claim for any such compensation.
- 50.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Agency Head shall assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.

- 50.4 The Agency Head will ensure that, once received by the Agency, an employee's workers compensation claim is lodged by the Agency with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 50.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Agency Head 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.
- 50.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.
- 50.7 If an employee notifies the appropriate Agency Head that he or she does not intend to make a claim for any such compensation, the Agency Head 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.
- 50.8 An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee 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.
- 50.9 If the Agency Head provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails, to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 50.11 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:
- 50.11.1 The employee's claim for workers compensation;
 - 50.11.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 50.11.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 50.11.4 Action taken by the Agency Head either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

51. Sick Leave - Claims Other than Workers Compensation

- 51.1 If the circumstances of any injury to or illness of an employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:
- 51.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Agency to the employee; and
 - 51.1.2 In the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Agency the monetary value of any such period of sick leave.
- 51.2 Sick leave on full pay shall not be granted to an employee who refuses or fails to complete an undertaking, except in cases where the Agency Head is satisfied that the refusal or failure is unavoidable.

- 51.3 On repayment to the Agency of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

52. Special Leave

52.1 Special Leave - Jury Service

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

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

52.1.3 When a certificate of attendance on jury service is received in respect of any period during which an employee was required to be on duty, the Agency Head 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 Agency Head shall grant, at the sole election of the employee, available recreation leave on full pay or leave without pay.

52.2 Witness at Court - Official Capacity - When an employee is subpoenaed or called as a witness in an official capacity, the employee 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 Agency.

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

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

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

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

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

52.6 Special Leave - Examinations -

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

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

52.6.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the employee, no further leave is granted for any examination.

- 52.7 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Union delegates to undertake Union activities as provided for in clause 57, Trade Union Activities Regarded as Special Leave of this award.
- 52.8 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to an employee who is temporarily living away from home as a result of work requirements. Such employee shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the employee wishes to return home more often, such employee may be granted recreation leave, extended leave to credit or leave without pay, if the operational requirements allow.
- 52.9 Return Home When Transferred to New Location - Special leave shall be granted to an employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 52.10 An employee who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and employee.
- 52.11 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Agency Head for such other purposes, subject to the conditions specified in the guidelines issued by the Public Service Commissioner at the time the leave is taken.
- 52.12 Matters arising from domestic violence situations.
- 52.12.1 When the leave entitlements referred to in clause 53, Leave for Matters Arising from Domestic Violence, have been exhausted, the Agency Head 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.

53. Leave for Matters Arising from Domestic Violence

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

54. Disputes Procedure

- 54.1 All grievances and disputes relating to the provisions of this award 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 Agency, if required.

- 54.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 54.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency Head or delegate.
- 54.4 The immediate manager, or other appropriate employee, 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.
- 54.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager 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.
- 54.6 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.
- 54.7 The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- 54.8 An employee, at any stage, may request to be represented by the relevant Union.
- 54.9 The employee or the Union on their behalf or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 54.10 The employee, Unions, and the Agency shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 54.11 Whilst the procedures outlined in subclauses 54.1 to 54.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty 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.

55. Anti-Discrimination

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

- 55.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 55.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 55.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 55.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 55.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 55.6 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

56. Trade Union Activities Regarded as on Duty

- 56.1 A Union delegate will be released from the performance of normal Agency duty when required to undertake any of the activities specified below. While undertaking such activities the Union delegate will be regarded as being on duty and will not be required to apply for leave:
- 56.1.1 Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the Work Health and Safety Regulation 2017.
- 56.1.2 Attendance at meetings with workplace management or workplace management representatives;
- 56.1.3 A reasonable period of preparation time, before-
- (a) Meetings with management;
 - (b) Disciplinary or grievance meetings when a Union member requires the presence of a Union delegate; and
 - (c) Any other meeting with management,
- by agreement with management, where operational requirements allow the taking of such time;
- 56.1.4 Giving evidence in court on behalf of the employer;
- 56.1.5 Presenting information on the Union and Union activities at induction sessions for new employees of the Agency; and
- 56.1.6 Distributing official Union publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

57. Trade Union Activities Regarded as Special Leave

- 57.1 The granting of special leave with pay will apply to the following activities undertaken by a Union delegate, as specified below:

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

58. Trade Union Training Courses

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

59. Conditions Applying to on Loan Arrangements

- 59.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
 - 59.1.1 Meetings interstate or in NSW of a Federal nature to which a Union member has been nominated or elected by the Union:
 - (a) As an Executive Member; or
 - (b) A member of a Federal Council; or
 - (c) Vocational or industry committee.
 - 59.1.2 Briefing counsel on behalf of the Union;
 - 59.1.3 Assisting Union officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Union;

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

60. Period of Notice for Trade Union Activities

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

61. Access to Facilities by Trade Union Delegates

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

62. Responsibilities of the Trade Union Delegate

- 62.1 Responsibilities of the Union delegate are to:
- 62.1.1 Establish accreditation as a delegate with the Union and provide proof of accreditation to the workplace;
 - 62.1.2 Participate in the workplace consultative processes, as appropriate;

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

63. Responsibilities of the Trade Union

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

64. Responsibilities of Workplace Management

- 64.1 Where time is required for Union activities in accordance with this clause the responsibilities of the workplace management are to:
 - 64.1.1 Release the accredited delegate from duty for the duration of the Union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
 - 64.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Union to arrange representation at the session;
 - 64.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
 - 64.1.4 Where possible, to provide relief in the role occupied by the delegate in the workplace, while the delegate is undertaking Union responsibilities to assist with the business of workplace management;
 - 64.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;

64.1.6 Where a Union activity provided under this clause needs to be undertaken on the Union delegate's rostered day off to apply the provisions of paragraph 64.1.5 of this clause;

64.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Union and to obtain reimbursement of salary and on-costs from the Union at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;

64.1.8 To verify with the Union the time spent by a Union delegate or delegates on Union business, if required; and

64.1.9 If the time and/or the facilities allowed for Union activities are thought to be used unreasonably and/or improperly, to consult with the Union before taking any remedial action.

65. Right of Entry Provisions

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

66. Travelling and Other Costs of Trade Union Delegates

66.1 Except as specified in paragraph 64.1.3 of clause 64, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Union delegates in the course of Union activities will be paid by the Union.

66.2 In respect of meetings called by the workplace management in terms of paragraph 64.1.3 of clause 64, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate.

66.3 No overtime, leave in lieu or any other additional costs will be claimable by an employee from the Agency or the Secretary, in respect of Union activities covered by special leave or on duty activities provided for in this clause.

66.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Agency by the Union or the employee.

67. Industrial Action

67.1 Provisions of the *Industrial Relations Act 1996* shall apply to the right of Union members to take lawful industrial action (Note the obligations of the parties under clause 54, Dispute Procedure).

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

68. Consultation and Technological Change

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

68.2 The Agency management shall consult with the Union prior to the introduction of any technological change.

69. Deduction of Trade Union Membership Fees

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

70. Review of Allowances Payable in Terms of This Award

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

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

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

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

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

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

- (a) Clause 39, Uniforms and Protective Clothing
(b) Clause 36, Overtime Meal Allowances, for supper.

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

- (a) Clause 18, First Aid Allowance;
(b) Clause 38, On-Call (Stand-by) and On-Call Allowance.

ANNEXURE A

SALARIES

Table 1.1 - Ongoing and Temporary Employees, non-annualised salary

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

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

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

Level	Step	Annual Rate \$
Venues Officer		22 January 2020 +2.5%
1 *	1	44,024
2	1	45,804
	2	46,366
	3	47,872
3	1	49,270
	2	50,583
	3	52,925

4	1	53,763
	2	55,735
	3	58,072
5	1	64,418
	2	67,589
	3	70,761
6	1	73,786
	2	76,811
	3	80,661
7	1	84,302
	2	87,582
	3	90,861

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

Junior Rates

Employees engaged as weekly employees or as casuals under the provisions of Table 3.1 or Table 3.2, above, who are less than 18 years of age shall be paid according to the following scale:

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

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

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

Table 1.2 - Annualised Salaried Employees

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

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

Level 8 and Level 9 employees shall be paid a salary in accordance with the employee's relevant level and within the salary range as set out in Table 3.2 as per clause 15 Annualised Salary of this award.

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

Level Venues Officer	Step	Salary Per Annu 22 January 2020 +2.5% \$
1		N/A
2	1	57,636
	2	58,343
	3	60,584
3	1	61,997
	2	63,649
	3	66,595

4	1	67,656
	2	70,131
	3	73,078
5	1	81,060
	2	85,050
	3	89,043
6	1	92,846
	2	96,651
	3	101,365
7	1	106,079
	2	110,204
	3	114,331
8	Pay Point Min	119,152
	Max	127,890
9	Pay Point Min	132,389
	Max	150,263

ANNEXURE B

ALLOWANCES

Item No.	Clause No	Description	Amount Per Annum \$
1	18.1	First Aid Allowance	
		Holders of basic qualifications	933
		Holders of current occupational first aid certificate	1,401
2		Use of Private Motor Vehicle	Cents per Kilometre
		19.2 Official business	68
		19.2 Casual rate (40% of official business rate)	27.2
		Motor cycle allowance	34
		19.7 Towing trailer or horse float	8.8
3	36.1	Overtime meal allowances	
		Breakfast	31.25
		Lunch	31.25
		Dinner	31.25
		Supper	11.55
4	38.1	On-call (stand-by) and on-call allowance	1.00 per hour
5	39.2	Laundry allowance	5.00 per week

ANNEXURE C

CLASSIFICATION STANDARDS

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

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

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

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

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

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

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

the Agency's budget considerations.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

**HIGHER SCHOOL CERTIFICATE MARKING AND RELATED
CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD
2019**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C8958 published 20 December 2019.

(385 I.G. 825)

(Case No. 355115 of 2019)

CORRECTION

1. Delete subclause 3.23 of clause 3, Definitions, of the award, and insert in lieu thereof the following:
 - 3.23 "Unions" means the Australian Education Union New South Wales Teachers Federation Branch, the NTEU New South Wales and the Independent Education Union of Australia NSW/ACT Branch.

M. MORGAN, *Industrial Registrar*.

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED
EMPLOYEES) SALARIES AND CONDITIONS AWARD 2020**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C9078 published 15 May 2020.

(388 I.G. 1)

(Case No. 60926 of 2020)

CORRECTION

1. Delete the name of the Application by Board of Studies, Teaching and Educational Standards, of the award and replace with the following:

Application by NSW Department of Education.

M. MORGAN, *Industrial Registrar*.

Printed by the authority of the Industrial Registrar.

SERIAL C9145

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA20/06 - Wollongong City Council Enterprise Agreement 2018 - 2021

Made Between: Wollongong City Council-&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA19/04

Approval and Commencement Date: Approved 26 May 2020 and commenced 26 May 2020.

Description of Employees: The agreement applies to all employees employed by Wollongong City Council located at 41 Burelli Street, Wollongong.

Nominal Term: 13 Months.

Printed by the authority of the Industrial Registrar.