

Vol. 379, Part 1

19 February 2016

Pages 1 - 370



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
47 Bridge Street, Sydney, N.S.W.

ISSN 0028-677X

CONTENTS

Vol. 379, Part 1

19 February 2016

Pages 1 - 370

		Page
Awards and Determinations -		
Crown Employees (Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers) Award 2014	CORR	1
Crown Employees (Correctional Officers, Corrective Services NSW) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres	RIRC	2
Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2016	AIRC	18
Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2016	AIRC	101
Crown Employees (NSW Police Force Communications Officers) Award	RIRC	148
Crown Employees (Parliament House Conditions of Employment) Award 2015	RIRC	158
Independent Commission Against Corruption Award	RIRC	225
Local Government, Aged, Disability and Home Care (State) Award	AIRC	254
Public Hospital (Medical Officers) Award	ROIRC	316
State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2014	VIRC	317
State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2016	AIRC	320
Industrial Committees -		
Clothing Trades (State) Industrial Committee		368
Contract Agreements Approved by the Industrial Relations Commission		370

NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

PRESIDENT

The Honourable Justice M. J. WALTON*

MEMBERS

The Honourable Deputy President R. W. HARRISON†

The Honourable Acting Justice P. KITE*‡

Commissioner I. TABBAA AM

Commissioner J. D. STANTON

Commissioner P. J. NEWALL

Commissioner J. V. MURPHY

ACTING INDUSTRIAL REGISTRAR

Mr J. WISEMAN

* These Presidential members are also Judicial members of the Industrial Court of New South Wales, established as a superior court of record pursuant to section 152 of the *Industrial Act 1996*.

† Pursuant to clause 10A of Schedule 2 of the *Industrial Act 1996*.

‡ Pursuant to clause 3 (6) of Schedule 2 of the *Industrial Act 1996*.

CROWN EMPLOYEES (AUSTRALIAN MUSIC EXAMINATIONS BOARD (NEW SOUTH WALES) EXAMINERS, ASSESSORS AND ADVISERS) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C8483 published 15 January 2016.

(378 I.G. 953)

(No. IRC 719 of 2015)

CORRECTION

1. For the date "24 November 2011" appearing in subclause 26.4 of clause 26, Area, Incidence and Duration, substitute the date "24 November 2015".

J. WISEMAN *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (CORRECTIONAL OFFICERS, CORRECTIVE SERVICES NSW) AWARD 2007 FOR KEMPSEY, DILLWYNIA AND WELLINGTON CORRECTIONAL CENTRES

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 672 of 2015)

Before Commissioner Stanton

1 February 2016

REVIEWED AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

1. Arrangement
2. Title
3. Definitions
4. Conditions Fixed by Other Instruments of Employment
5. Principles of Understanding
6. Hours of Work
7. Shiftwork
8. Rostered Day Off
9. Shift Handover
10. Single Rate for Additional Hours
11. Ranking Structure
12. Allowances
13. Recreation Leave
14. Annual Leave Loading
15. Higher Duties
16. Performance Management
17. Permanent Part-time
18. Professional Conduct
19. Equality of Employment and Elimination of Discrimination
20. Harassment-Free Workplace
21. Anti-Discrimination
22. Work Health and Safety
23. Flexible Working and Operational Arrangements
24. Deduction of Association Membership and Legal Fees
25. Grievance and Dispute Resolution Procedures
26. No Further Claims
27. General
28. Savings of Rights
29. Area, Incidence and Duration

PART B

Schedule 1 - Salaries and Incidental Allowances
Schedule 2 - Other Allowances

Attachment A - Kempsey Staffing Profile
Attachment B - Dillwynia Staffing Profile

2. Title

This Award shall be known as the Crown Employees (Correctional Officers, Corrective Services NSW) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres.

3. Definitions

In this Award, unless the content or subject matter otherwise indicates, the following definitions apply:

"Act" means the Government Sector Employment Act 2013, or any replacement Act.

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

"Award" means this Award.

"Division Head" means the Secretary of the Department of Justice.

"Day Worker" means an officer, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 6.00 am and 6.00 pm.

"Corrective Services NSW CSNSW" means a division within the Department of Justice.

"Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or its replacement.

"Officer" means and includes all adult persons (as defined by the Act), permanently or temporarily, who on the date of commencement of this Award were occupying one of the roles covered by this Award or who, after such date, are appointed to one of such roles .

"Permanent Part-time Officer" means an officer who is engaged under the Act for set and regular hours that are less than the full contract hours of this Award.

"Personnel Handbook" means the New South Wales Government Personnel Handbook published by the Public Service Commission, as updated from time to time

"Regulation" means the Government Sector Employment Act 2013.

"Shift Worker - Continuous Shifts" means an officer engaged in work carried out in continuous shifts throughout the 24 hours of at least six consecutive days without interruption except during meal breaks or due to unavoidable causes beyond the control of the Commissioner.

"Shift Worker - Non-continuous Shifts" means an officer who is not a day worker or a shift worker - continuous shifts.

4. Conditions Fixed By Other Instruments of Employment

4.1 The following Awards, or their replacements, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, shall continue to apply:

Crown Employees (Correctional Officers, Department of Justice - Corrective Services NSW) Award

Crown Employees (Public Service Conditions of Employment) Award 2009

Crown Employees (Transferred Employees Compensation) Award

- 4.2 Except as expressly provided by this Award, and except where conditions are covered by the Awards referred to in subclause 4.1 of this clause, the conditions of officers shall be determined by the provisions of the Act, the Regulation, and the New South Wales Public Service Personnel Handbook, or its replacement.

5. Principles of Understanding

- 5.1 The parties acknowledge that this Award has been entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices. In meeting this commitment, the Award provides the terms and conditions of custodial and industrial officers working in roles at Kempsey, Dillwynia and Wellington Correctional Centres which are aimed at increasing productivity and flexibility in the conduct of these Centres' operations.
- 5.2 The parties are committed to implement changes to rostering practices and procedures through the promulgation of a 12-week roster comprising three roster cycles and with the preparation of rosters to be undertaken from a centralised location under the control of the Division Head or delegate.
- 5.3 The parties agree that there will be an amicable settlement of disputes through the establishment of effective consultative mechanisms and a joint commitment to closely adhere to the grievance and dispute settlement procedures contained in this Award.

6. Hours of Work

- 6.1 The ordinary hours of employment for day workers shall be an average of 38 per week in each roster cycle to be worked Monday to Friday inclusive, provided that, by agreement between the parties, ordinary hours up to a maximum of 12 hours per day may be rostered without the payment of additional hours as prescribed in clause 10 of this Award. Meal allowances are not applicable.
- 6.2 The ordinary hours of employment for shift workers shall be an average of 38 hours per week in each roster cycle, provided that, by agreement between the parties, ordinary hours up to a maximum of 12 hours per day may be rostered without the payment of additional hours as prescribed in clause 10 of this Award. Meal allowances are not applicable.
- 6.3 Time taken in partaking of meals shall not count as working time, unless such meal is taken as a crib break.
- 6.4 A crib break is an entitlement to a paid break of 20 minutes to be taken between the third and fifth hour after the commencement of a shift. The break is to be taken away from the direct work location wherever possible (but still within the correctional centre or work location, but away from inmates) with officers being available to respond to any situation should they be required during this break.

7. Shift Work

- 7.1 For the purpose of this clause:

Early morning shift means any shift commencing before 6.00 am.

Afternoon shift means any shift finishing after 6.00 pm and at or before midnight.

Night shift means any shift finishing subsequent to midnight and at or before 8.00 am.

- 7.2 Officers up to and including the ranks of Senior Correctional Officer and Senior Overseer classified as shift workers shall be paid the following allowances other than at weekends or on public holidays:

Percentage

Early morning shift	10%
Afternoon	15%
Night Shift	17 ½ %

7.3 In the event that an officer is rostered on for duty during the Daylight Savings changeover, the officer will receive payment for a standard shift only, i.e. eight hours plus shift allowance if entitled; irrespective of whether the hours worked are seven or nine. An officer working additional hours during the Daylight Savings changeover, will receive payment if entitled under clause 10, based on the actual hours worked i.e. either 7 or 9 hours depending on whether it is the start or finish of daylight saving.

7.4 Officers up to and including the ranks of Senior Correctional Officer or Senior Overseer engaged as continuous shift workers under the Award and who are regularly required to perform rostered duty on Saturdays, Sundays and Public Holidays shall receive the following compensation and be subject to the following conditions:

7.4.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

7.4.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three quarter time extra.

7.4.3 When rostered off on a public holiday - no additional compensation or payment.

7.4.4 When rostered on a public holiday and work performed - additional payment at the rate of half time extra.

7.4.5 Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

7.4.6 Officers above the ranks of Senior Correctional Officer or Senior Overseer engaged as a shift worker receive an annualised salary and therefore are only entitled to the additional payment in subclause 7.4.5.

7.5 The additional payment shall be made after 1 December in each year for the preceding 12 months, provided that:

7.5.1 Where the employment of an officer is terminated, or the officer resigns or retires, the officer shall be entitled to be paid the additional payment that may have accrued under this paragraph from the preceding 1 December until the date of termination, resignation or retirement.

7.5.2 Payment shall be made at the rate applying as at 1 December each year, or at the date of termination, resignation or retirement.

8. Rostered Day Off

8.1 This clause does not apply to officers above the rank of Senior Correctional Officer or Senior Overseer.

- 8.2 The hours of work prescribed in subclauses 6.1 and 6.2 above shall be worked on the basis of a rostered day off in each 20 working days of a 28 day roster cycle. Each full-time officer shall accrue 0.4 of an hour each eight-hour day towards having the 20th day off with pay.
- 8.3 An officer's rostered day off shall be determined by CSNSW having regard to the needs of the establishment or sections thereof. Where practicable, a rostered day off shall be consecutive with other days off.
- 8.4 Once set, the rostered day off may not be changed in a current roster cycle unless there are agreed unforeseen circumstances prevailing or for other agreed purposes. Where such circumstances exist and the rostered day off is changed, another day shall be substituted in the current roster cycle. Should this not be practicable, the rostered day off must be given and taken in the roster cycle immediately following.
- 8.5 The maximum number of rostered days off prescribed in subclause 8.2 above shall be 12 days per annum. There shall be no accrual of a rostered day off during the first four weeks of recreation leave.
- 8.6 All other paid leave shall contribute towards the accrual of rostered days off except where paid workers' compensation and extended leave is current throughout the roster cycle. Where an officer's rostered day off duty falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.
- 8.7 An officer may elect to receive payment in lieu of all rostered days off on an annual basis or may elect to have a rostered day off each roster cycle as prescribed in this Award.
- 8.8 Annual payment in lieu of all rostered days off shall be made on the first pay day commencing on or after 1 December each year. Pro rata payments can only be made for the year an officer commences duty at Kempsey, Dillwynia or Wellington Correctional Centres.
- 8.9 Officers shall make their election in writing at the commencement of each annual period. If no election is made for whatever reason, the default entitlement that will be applied is for the officer to take a rostered day off each roster cycle.
- 8.10 Payment shall be made at the rate of salary applying as at 1 December each year; or for pro rata payments, at the rate of salary as at the date an officer commences duty at Kempsey, Dillwynia or Wellington Correctional Centres.

9. Shift Handover

- 9.1 The salaries paid to officers covered under this Award and the application of a 38-hour week recognise that additional time may be involved for an officer at the time of shift handover in:
- (a) briefing incoming officers;
 - (b) incoming officers parading prior to relieving security posts, etc;
 - (c) undertaking a weapons safety check in the presence of the incoming and outgoing officer.
- 9.2 No additional payment shall be paid for this work.

10. Single Rate for Additional Hours

- 10.1 Officers who work additional hours beyond a standard 8 or 12-hour shift, or in excess of 152 hours per roster cycle shall be paid at a single rate of \$51.88 per hour for all additional time worked.
- 10.2 No payment or other compensation for additional hours shall be paid to officers above the rank of Senior Correctional Officer or Senior Overseer, except in cases of emergency.
- 10.3 For the purposes of this Award, emergencies are classed as situations such as riot, fire or hostage.

- 10.4 The rate prescribed in sub-clause 10.1 of this award shall be subject to any variation made in accordance with Clause 28 Savings of Rights of this award.

11. Ranking Structure

11.1 Custodial Officers:

General Manager

Manager Security

Principal Correctional Officer

Chief Correctional Officer

Senior Correctional Officer

Correctional Officer 1st Class Year 2

Correctional Officer 1st Class Year 1

Correctional Officer Year 2

Correctional Officer Year 1

Correctional Officer Probationary

Correctional Officer (Training)

11.2 Industrial Officers:

Principal Industry Officer Level 1

Principal Industry Officer Level 2

Chief Industry Officer

Senior Overseer

Overseer

12. Allowances

12.1 Hosiery

An allowance is payable to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Schedule 2 - Other Allowances, of Part B.

12.2 Meals

Officers are not entitled to meal monies except when working additional hours, where payment shall be made in accordance with the Overtime Meal Allowance clause of the Conditions Award, or any replacement Award. Payment of an allowance at the rate equivalent to the dinner rate provided in the Overtime Meal Allowance clause of the Conditions Award shall be made to officers working a double shift.

12.3 Incidental

This is to compensate for full participation in Area and Case Management, including maintenance of Case Management files, training junior staff and roster preparation (where appropriate), and for the progressive introduction of electronic security and inmate monitoring systems. Individual rates of this allowance are shown in Part B Schedule 1 - Salaries and Incidental Allowances - Table 2 for Custodial Officers and table 3.1 for Industrial Officers.

In the case of an officer acting in a higher duties capacity, the higher allowance shall be payable only if the officer has acted continuously in the role for more than four weeks, except for Senior Correctional Officers rostered as Officer in Charge on "B" (night) or "C" (afternoon) watches for consecutive periods of 4 (four) days or more.

This allowance is not payable to Correctional Officer (Training) whilst in primary training. It is payable from the date these officers enter on duty in a correctional centre after graduation as a Correctional Officer Probationary.

13. Recreation Leave

13.1 Officers are entitled to Recreation Leave as follows:

- (a) Officers engaged as day workers shall be entitled to recreation leave in accordance with the provisions of the Recreation Leave clause of the Conditions Award or any replacement, that is, four weeks' paid leave for each completed year of service.
- (b) Officers engaged as shift workers who are regularly required to perform rostered duty on Sundays and Public Holidays shall be entitled to six weeks' recreation leave inclusive of public holidays and further compensation in accordance with the provisions of subclause 7.4 of this Award.
- (c) At least two consecutive weeks of recreation leave shall be taken by officers every 12 months, except by written agreement with the Division Head or delegate in special circumstances.
- (d) Shift workers may elect to receive payment in lieu for 10 days of their yearly recreation leave entitlement. The additional payment shall be made on the commencement of the mandatory two consecutive weeks' recreation leave referred to in paragraph (c) above.
- (e) Permanent Part-time Officers shall be entitled to pro rata recreation leave calculated in accordance with the proportion of full-time officers' hours they work.

14. Annual Leave Loading

14.1 The Annual Leave Loading payable to all officers up to and including the rank of Senior Correctional Officer or Senior Overseer, employed as shift workers shall be 20% in lieu of all other entitlements under this heading.

14.2 Annual Leave Loading payable to day workers shall be paid in accordance with the provisions of the Annual Leave Loading clause of the Conditions Award.

15. Allowance for Temporary Assignments

15.1 Subject to this clause, an officer who is required to perform duties in a higher role from time to time shall, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher role be paid an allowance at the difference between the officer's present remuneration, and the salary and allowance, where applicable, prescribed for the higher role

15.2 This higher duties allowance shall be paid on a daily basis.

16. Performance Management

- 16.1 CSNSW's Performance Management System shall be used as a process of identifying, evaluating and developing the work performance of all officers. This will ensure CSNSW meets its corporate objectives and, at the same time, will benefit officers by way of providing information, establishing agreed targets, providing performance feedback and enhancing rapport with supervisors.
- 16.2 Officers occupying roles of General Manager, Manager Security, Principal Correctional Officer, Chief Correctional Officer, Principal Industry Officer and Chief Industry Officer shall enter into a performance agreement with CSNSW.

17. Permanent Part-Time

- 17.1 CSNSW is committed to providing permanent part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.
- 17.2 Part-time work arrangements must be acceptable to both CSNSW and the officer and shall be in accordance with the provisions of the Industrial Relations Act 1996 and the Flexible Work Practices Policy and Guidelines issued by the then Public Employment Office in October 1995.

18. Professional Conduct

18.1 Corporate Plan

Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives as expressed in the CSNSW Corporate Plan.

- 18.2 Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability. All officers will be professional in their conduct with the public, other staff and inmates.

18.3 Dress Policy

Officers shall comply with the requirements of the CSNSW Dress Policy and associated orders as published in the CSNSW Dress Manual; will ensure their dress and grooming is of the highest standard; and will wear and display CSNSW name tags on a voluntary basis except in areas where there is contact with the public, such as Visits, Gates and Reception Areas.

- 18.4 Officers are expected to have a thorough knowledge of and practise Case Management Principles, as defined by CSNSW's policy and procedures, and shall diligently perform the duties required to implement them. All officers will participate in Case Management.

19. Equality of Employment and Elimination of Discrimination

The parties are committed to providing a work environment which promotes the achievement of equality and elimination of discrimination in employment.

20. Harassment-Free Workplace

- 20.1 CSNSW is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant.

Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.

- 20.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age will not be condoned by CSNSW or the Association.

- 20.3 Supervising Officers at all levels shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 20.4 All officers are required to refrain from perpetuating, or being party to, any form of harassment.

21. Anti-Discrimination

- 21.1 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.
- 21.2 It follows that in, fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have an obligation to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It 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.
- 21.3 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.
- 21.4 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.
- 21.5 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) CSNSW and its officers 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."

22. Work Health and Safety

- 22.1 At all times management and officers will comply with the Work Health and Safety Act 2011.
- 22.2 The parties are committed to maintaining an accident-free and healthy workplace through:
- (a) Implementation of appropriate health and safety procedures.
 - (b) Appropriate management and risk assessment practices.
 - (c) The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare.

- (d) Management and employee participation on Health and Safety Committees.

23. Flexible Working and Operational Arrangements

23.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career break scheme, part-year employment and variable leave employment as contained in the Flexible Work Practices guidelines.

23.2 Consultative Committee

The parties are prepared to discuss all matters raised which are designed to increase flexibility and enhance the smooth running of the correctional centres. A consultative committee shall be established in each correctional centre consisting of management and Association representatives. This committee will meet on a regular basis to discuss any matter relevant to the operation of this Award or any other matter considered relevant to the maintenance and improvement of employee relations between the parties during the terms of this Award, and thereafter.

23.3 Local Management Board

A Local Management Board shall be established at each correctional centre to provide advice regarding the operation and routines of the correctional centre. Elected representatives of the Prison Officers Vocational Branch of the Association shall be allocated two positions on this Local Management Board.

23.4 Directed Duties

The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.

23.5 The General Manager or supervising officer may direct an officer to carry out such duties and use tools and equipment as may be required, provided that the officer has been properly trained in those duties and in the use of the tools and equipment.

23.6 Any direction made pursuant to this clause shall be consistent with the correctional centre's security requirements, as assessed by the General Manager or most senior officer available at that time, and CSNSW's obligation to provide a safe and healthy work environment.

24. Deduction of Association Membership and Legal Fees

24.1 The Association shall provide CSNSW with a schedule setting out the Association's fortnightly membership and legal fund fees payable by members of the Association in accordance with the Association rules.

24.2 The Association shall advise CSNSW of any change to the amount of fortnightly membership and legal fund fees made under its rules. Any variation to the schedule of the Association's fortnightly membership and legal fund fees shall be provided to CSNSW at least 28 days in advance of the variation taking effect.

24.3 Subject to the above clauses, CSNSW shall deduct the Association's fortnightly membership and legal fund fees from the pay of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised CSNSW to make such deductions.

24.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the officer's membership accounts.

- 24.5 Unless other arrangements are agreed to by CSNSW and the Association, all Association membership and legal fund fees shall be deducted by CSNSW on a fortnightly basis.

25. Grievance and Dispute Resolution Procedures

- 25.1 The aim of this procedure is to ensure that industrial and officer grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level in the workplace.

- 25.2 A grievance may be defined as:

A statement or approach by an officer to a supervisor on a work related problem, concern or complaint which may relate to:

- (a) harassment and/or discrimination on the basis of sex, race, marital status, disability, sexual preference or age; or
- (b) interpersonal conflict at work, including supervisor, officer and co-worker conflicts; or
- (c) unfair allocation of development opportunities; or
- (d) lack of communication of work-related information; or
- (e) a difficulty concerning the interpretation or application of a CSNSW's policy or procedure.

- 25.3 A dispute may be defined as:

An issue in relation to any matter contemplated by this Award and related to its application, operation or interpretation.

- 25.4 The parties to this Award are committed to following the steps set out below and will continue to work normally as these procedures are being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with these procedures.

- 25.5 Where a matter does not fall within the definition of a grievance, it shall be regarded as a dispute and shall be dealt with in accordance with the following procedures:

Step 1: The dispute is discussed between the officer(s) and the relevant supervisor. If the dispute remains unresolved, follow Step 2.

Step 2: The dispute is discussed between the officer(s), the Association's delegate or officer's nominated representative and the supervisor. If the dispute remains unresolved follow Step 3.

Step 3: The dispute is discussed between the next higher level of management and representatives from Industrial Relations, and the Association delegate and/or an Association official or officer's nominated representative. If the dispute remains unresolved, follow Step 4.

Step 4: The dispute is discussed between the most senior representatives of CSNSW and the relevant Association officials and/or officer's nominated representative. If the dispute remains unresolved, follow Step 5.

Step 5: The dispute is discussed with the Division Head and the relevant Association officials and/or officer's nominated representative.

Step 6. The matter may be referred by either party to the Industrial Relations Commission to exercise its functions under the NSW Industrial Relations Act 1996, provided the matter is not a claim for general increases in salary or conditions of employment contained in this Award.

Each of the steps will be followed within a reasonable time frame having regard for the nature of the grievance or dispute.

25.6 Continuance of Work

While the parties are attempting to resolve the matter, the parties shall continue to work in accordance with this Award and their contract of employment unless the officer has a reasonable concern about an imminent risk to his or her safety. Subject to the Work Health and Safety Act 2011, even if the officer has a reasonable concern about an imminent risk to his or her health or safety, the officer must not unreasonably fail to comply with a direction from management to perform other available work, whether at the same correctional centre or another workplace, that is safe and appropriate for the officer to perform.

26. 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 2016 by a party to this Award.

27. General

Nothing in this Award shall be construed as restricting the Division Head or delegate to alter the duties of any roles or to abolish any roles covered by this Award in consultation with the Association.

28. Savings of Rights

Should there be a variation to the Crown Employees (Public Sector - Salaries 2015) Award, or an award replacing it, during the term of this Award, by way of salary increase, this Award shall be varied to give effect to any such increase.

29. Area, Incidence and Duration

29.1 This Award shall apply to all officers as defined in clause 11, Ranking Structure, of this Award.

29.2 This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (Correctional Officers, Department of Attorney General and Justice – Corrective Services NSW) Award 2007 for Kempsey, Dilwinya and Wellington Correctional Centres

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 February 2016.

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

PART B

SCHEDULE 1

Salaries and Incidental Allowances

1. Annualised Salary Package

Title	Salary \$
General Manager	179,800

Manager Security	151,686
Principal Correctional Officer	117,200
Chief Correctional Officer	109,704

- 1.1 The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 Rostered Days Off per annum.
- 1.2 Officers on an annualised salary package shall be entitled to take the equivalent of a rostered day off in each of the consecutive roster cycles falling in December and January of each year.
- 1.3 Officers working under this arrangement shall work 20 days in each 28-day roster cycles for 10 roster cycles; and 19 days in two 28-day roster cycles for two roster cycles only. For the 13th roster cycle, the provisions of subclause 8.5 of this Award shall apply.

2. Custodial Officers

Title	Salary \$	Incidental Allowance \$
Senior Correctional Officer	73,195	4785.00
Correctional Officer 1st Class Year 2	69,025	2871.00
Correctional Officer 1st Class Year 1	63,801	2871.00
Correctional Officer Year 2	60,411	1921.00
Correctional Officer Year 1	59,302	1437.00
Correctional Officer Probationary	58,239	957.00
Correctional Officer (Training)	58,239	(no allowance)

3. Industrial Officers

3.1

Title	Annualised Salary \$
Principal Industry Officer Level 1	122,215
Principal Industry Officer Level 2	116,314
Chief Industry Officer	110,788

- 3.1.1 The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 Rostered Days Off per annum.
- 3.1.2 Industrial Officers on an annualised salary package shall be entitled to take the equivalent of a rostered day off in each of the consecutive roster cycles falling in December and January of each year.
- 3.1.3 Officers working under this arrangement will work 20 days in each 28-day roster cycle for 10 roster cycles; and 19 days in two 28-day roster cycles for two roster cycles only. For the 13th roster cycle, the provisions of subclause 8.5 of this Award shall apply.

3.2

Title	Salary \$	Incidental Allowance \$
Senior Overseer	81,404	4785.00
Overseer	73,195	2871.00

SCHEDULE 2**Other Allowances**

1.1

Hosiery	\$240.00 per annum	Subclause 12.1
---------	--------------------	----------------

ATTACHMENT A**KEMPSEY STAFFING PROFILE**

POST	RANK	DAYS PER WEEK	209/365	POSITIONS
1	GENERAL MANAGER	5 DAYS	1.244	1
1	MANAGER SECURITY	5 /7 DAYS	1.244	1
2	PRINCIPAL	7 DAYS	3.492	3
4	CHIEF	7 DAYS	6.984	7
		TOTAL	12.916	
14	SCO'S	7 DAYS	24.444	25
1	SCO	5 DAYS	1.196	1
7	SCO'S	2 + PH	3.815	4
		TOTAL	29.455	
37	CO'S	7 DAYS	64.602	65
2	CO'S	5 DAYS	2.392	2
9	CO'S	2 + PH	4.905	5
		TOTAL	71.899	

114.318

Total Custodial Staff Required = 114

1	GENERAL MANAGER	5/7	1.244
1	MANAGER SECURITY	5/7	1.244
1	PRINCIPAL SECT 1	7	1.746
1	PRINCIPAL SECT 2 & 3	7	1.746
1	CHIEF SECTOR 1A	7	1.746
1	CHIEF SECTOR 1B	7	1.746
1	CHIEF D WATCH	7	1.746
1	CHIEF (INTEL)	7	1.746
1	SCO MAIN GATE	7	1.746
1	SUP SECTOR 3	7	1.746
1	SUP F POD	7	1.746
1	SUP IAT	7	1.746
1	SUP D POD	7	1.746
2	SUP INTAKE	7	3.492
1	SUP SECTOR 2	7	1.746
1	SUP G POD	7	1.746
1	SUP/INMATE REC 1	7	1.746
1	SUP C WATCH	7	1.746
1	SUP B WATCH	7	1.746
1	SCO CASE MANAGER	7	1.746
1	SCO MONITOR ROOM	7	1.746

1	SUP VBL/FT	5	1.196
4	SUP PODS	2 + PH	2.180
3	SCO VISITS	2 + PH	1.635
1	CO MAIN GATE	7	1.746
1	CO MONITOR ROOM	7	1.746
2	CO G UNIT	7	3.492
1	CO F POD SUPPORT	7	1.746
1	CO INDUSTRIES CONTROL	7	1.746
1	CO CONTROL COORD	7	1.746
2	CO IAT	7	3.492
2	CO CLINIC/DETOX	7	3.492
1	CO D POD SUPPORT	7	1.746
2	CO ROVER	7	3.492
2	CO D WATCH SECTOR 2	7	3.492
2	CO D WATCH SECTOR 3	7	3.492
1	J BLOCK ESCORT	7	1.746
1	CO SECTOR 2 SUPPORT	7	1.746
1	CO VBL/FORENSIC TESTING	5	1.196
2	CO INTAKE SUPPORT	7	3.492
2	CO SECTOR 3 SUPPORT	7	3.492
1	CO INMATE RECEPTION	7	1.746
1	CO INDUSTRIES CONTROL	5	1.196
6	CO C WATCH	7	10.476
6	CO B WATCH	7	10.476
5	CO VISITS	2 + PH	2.725
4	CO UNITS	2 + PH	2.180

ATTACHMENT B

DILLWYNIA STAFFING PROFILE

POST	RANK	DAYS PER WEEK	209/365	POSITIONS
1	GENERAL MANAGER	5 DAYS	1.244	1
1	MANAGER SECURITY	5 /7 DAYS	1.244	1
1	PRINCIPAL	7 DAYS	1.746	2
2	CHIEF	7 DAYS	3.492	4
1	CHIEF	5/7 DAYS	1.244	1
	TOTAL		8.970	
14	SCO's	7 DAYS	26.19	26
1	SCO	5 DAYS	1.196	1
2	SCO's	2 + PH	1.09	1
	TOTAL		28.476	
28	CO's	7 DAYS	43.65	44
5	CO's	5 DAYS	5.98	6
7	CO's	2 + PH	3.815	4
	TOTAL		53.445	

90.891

Total Custodial Staff Required = 91

1	GENERAL MANAGER	5	1.196
1	MANAGER SECURITY	5/7	1.244
1	PRINCIPAL	7	1.746
2	CHIEF	7	3.492
1	CHIEF (INTEL)	5/7	1.244
1	SUP MAIN GATE	7	1.746
1	SUP ACTIVITIES	7	1.746
1	SUP RECEPTION	7	1.746
1	SUP CENTRE PATROL	7	1.746
1	SUP ILU	7	1.746
1	SUP RIT COORD	7	1.746
1	SUP C WATCH N/SENIOR	7	1.746
1	SUP B WATCH N/SENIOR	7	1.746
1	SUP BIU	7	1.746
1	SUP ILU C WATCH	7	1.746
1	SUP VBL	5	1.196
1	SUP GATE C WATCH	7	1.746
1	SUP CONTROL ROOM	7	1.746
1	SUP HIGH NEEDS	7	1.746
1	SUP MED NEEDS D	7	1.746
2	SUP VISITS	2 + PH	1.09
1	CO MAIN GATE	7	1.746
3	CO PATROL	7	5.238
2	CO HIGH NEEDS	7	3.492
2	CO BIU	7	3.492
1	CO HEALTH UNIT	7	1.746
2	CO THERAPEUTIC UNIT	7	3.492
1	CO CONTROL ROOM	7	1.746
3	CO B WATCH	7	5.238
1	CO B WATCH CONTROL ROOM	7	1.746
1	CO B WATCH ILU	7	1.746
1	CO B WATCH GATE	7	1.746
3	CO C WATCH	7	5.238
1	CO C WATCH CONTROL ROOM	7	1.746
1	CO C WATCH GATE/CONTROL	7	1.746
1	CO D WATCH LOW NEEDS	7	1.746
1	CO D WATCH THERAPEUTIC UNIT	7	1.746
2	CO LEGAL VISITS	5	2.392
2	CO ESCORTS	5	2.392
1	HEALTH UNIT	5	1.196
1	CO VISITS CONTROL	2 + PH	0.545
1	CO VISITS PROC	2 + PH	0.545
2	CO VISITS PATROL	2 + PH	1.09
2	CO VISITS	2 + PH	1.09
1	CO VISITS IL	2 + PH	0.545

J. D. STANTON, Commissioner

CROWN EMPLOYEES (FIRE AND RESCUE NSW PERMANENT FIREFIGHTING STAFF) AWARD 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1046 of 2015)

Before Commissioner Murphy

5 February 2016

AWARD

PART A - INTRODUCTION, INDEX, BASIC WAGE, AND DEFINITIONS

1. Introduction

- 1.1 This Award shall be known as the "Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2016".
- 1.2 This Award regulates the rates of pay and conditions of employment for employees covered by this Award.
- 1.3 This Award is in three Parts as follows:-
 - Part A - Introduction, Index, Basic Wage, and Definitions
 - Part B - Rates of Pay and Conditions of Employment
 - Part C - Monetary Rates
- 1.4 Except as provided by subclause 1.5, the provisions of Part B, Rates of Pay and Conditions of Employment shall apply to all employees covered by this Award.
- 1.5 The provisions of Clause 9 - Overtime, Clause 10 - Meals and Refreshments, Clause 12 - Relieving Provisions, Clause 16 - Training Course Attendance Entitlements, Clause 19 - Examination and Assessment leave, Clause 25 - Court Attendance Entitlements, Clause 27 - Notice of Transfer and Clause 28 - Transfers Outside the GSA shall not apply to Executive Officers.

2. Index

PART A - INTRODUCTION, INDEX, BASIC WAGE, AND DEFINITIONS

1. Introduction
2. Index
3. Basic Wage
4. Definitions

PART B - RATES OF PAY AND CONDITIONS OF EMPLOYMENT

5. Intention
6. Rates of Pay and Allowances
7. Higher Duties
8. Hours of Work

9. Overtime
10. Meals and Refreshments
11. Transport
12. Relieving Provisions
- 12a Interstate and International Deployments
13. Progression and Promotion Provisions
14. Operational Support Positions
15. Training and Staff Development
16. Training Course Attendance Entitlements
17. Annual Leave
18. Compassionate Leave
19. Examination and Assessment Leave
20. Long Service Leave
21. Parental Leave
22. Carer's Leave
23. Sick Leave
24. Special Leave for Union Activities
25. Court Attendance Entitlements
26. Travelling Compensation
27. Notice of Transfer
28. Transfers Outside of the GSA
29. Transferred Employee's Compensation
30. Rental of Premises
31. Protective Clothing and Uniforms
32. Clothes Drying Facility
33. Cleaning of Clothes
34. Safety Belts
35. Disputes Avoidance Procedures
36. Organisational Change under Clause 36.2
37. Acknowledgment of Applications And Reports
38. Procedures Regarding Reports and Charges
39. Alcohol and Other Drugs
40. Salary Sacrifice to Superannuation
41. Anti-Discrimination
42. Employees' Duties
43. No Extra Claims
44. Area, Incidence and Duration

PART C - MONETARY RATES

3. Basic Wage

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

4. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART B - RATES OF PAY AND CONDITIONS OF EMPLOYMENT

5. Intention

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

6. Rates of Pay and Allowances

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

6.2 Operational Firefighters

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

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

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

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

6.4

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

6.4.2 The 'loading' referred to in subclause 6.3.1 is an amount which is in compensation for the incidence, as a result of the normal roster arrangements, of work on weekends and public

holidays. Employees who work on Easter Sunday or on any additional public holiday that is Gazetted or otherwise confirmed by the NSW Government shall be credited with the same number of hours of consolidated leave as those hours actually worked on each such day. For the purposes of this clause additional public holidays shall not include local public holidays.

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

6.5

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

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

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

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

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

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

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

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

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

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

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

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

- 6.6.8 The Communications Allowance set at Item 8 of Table 3 of Part C, per week, for Senior Officers who are qualified for and attached to the Communications section at Sydney, which shall be paid for all purposes.
- 6.6.9 The Country Allowance set at Item 9 of Table 3 of Part C for Officers and Senior Officers who are attached to a station or workplace located outside the GSA and outside the areas specified in subclause 28.2.2 of this Award, which shall be paid for all purposes.
- 6.6.10 The Remote Area Allowance set at Item 10 of Table 3 of Part C, per week, for Non-Officers and Officers who are attached to a station at Broken Hill or Moree, which shall be paid for all purposes.
- 6.6.11 The Rescue Allowance set at Item 11 of Table 3 of Part C for Non-Officers and Officers who are recognised as qualified rescue operators by the State Rescue Board and who are attached to a Primary or Secondary Rescue station.
- 6.6.12 The Service Allowance set at Item 12 of Table 3 of Part C for Non-Officers who have completed the requisite period of service as an employee.
- 6.6.13 The Marine Allowance set at Item 13 of Table 3 of Part C, per week, for Non-Officers and Officers who are qualified for and attached to a designated marine station.
- 6.7 Exceptions, Explanations and Method of Adjustment
- 6.7.1 Subject to subclause 7.7, the allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) shall not be payable to the occupants of Operational Support positions.
- 6.7.2 The allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) shall be paid in full, regardless of the number of shifts actually worked by the employee within that week.
- 6.7.3 The term "attached to" within this Clause shall include employees who are permanently assigned to the relevant station or section but who are performing an Outduty at some other location and Relieving Employees whose base station is the relevant station or section and who are performing relief duty at some other location, but shall not include employees who perform duty at the relevant station or section pursuant to Clause 9, Overtime, except as provided for in subclauses 6.6.6, 6.6.7, 6.6.8, 6.6.9 and 6.6.10.
- 6.7.4 The allowances set at subclause 6.6.12 shall in future be adjusted by firstly calculating the increase for 5-10 years service to the nearest cent to arrive at a new base rate and then doubling that new base rate to arrive at the new 10-15 years service amount and tripling that new base rate to arrive at the new 15-plus years service amount.
- 6.7.5 The Major and Minor Aerial allowances set at subclauses 6.6.3 and 6.6.4 respectively, shall not be paid concurrently. In situations where both allowances would otherwise apply pursuant to this Clause, the Major Aerial Allowance only shall be paid.
- 6.8 Executive Officers
- The salaries for Executive Officers are as specified in Tables 1 and 2 of Part C, Monetary Rates. Such salaries are all incidence rates of pay and include compensation for:
- 6.8.1 the way in which ordinary hours are worked in terms of sub-clause 8.12;
- 6.8.2 the working of any excess hours or being on call; and
- 6.8.3 the non payment of an annual leave loading.
- 6.9 Provisions Applying to All Employees

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

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

7. Higher Duties

- 7.1 Subject to subclauses 7.2, 7.3, 7.4 and 7.7, an employee shall not be permitted to perform higher duties unless, firstly, the employee is qualified to perform such duties and, secondly, where a rank or classification structure applies, the employee is at the rank or classification immediately below the rank or classification of the position in which the relief is to be performed.
- 7.2 Where a Station Officer is temporarily absent (on leave or for any other reason), that Station Officer's position may be filled by a Leading Firefighter performing higher duties, provided that no absent Station Officer's position may be filled by a Leading Firefighter performing higher duties (either by election or direction) for more than 28 days of any such absence.
- 7.3 Where an Inspector (including an Operational Support Inspector) is temporarily absent (on leave or for any other reason), that Inspector's position may be filled by a Leading Station Officer performing higher duties, provided that no absent Inspector's position may be filled by a Leading Station Officer performing higher duties (either by election or direction) for more than 28 days of any such absence.
- 7.4 Leading Firefighters and Leading Station Officers may elect or be directed to temporarily perform higher duties in the circumstances described in subclauses 7.2 and 7.3 and subject to subclause 7.5, shall not perform higher duties otherwise.
- 7.5 The limitations of subclauses 7.2, 7.3 and 7.4 shall not apply where:
- 7.5.1 a vacancy in a Country position arises and is advertised in Commissioner's Orders pursuant to subclause 28.7 within 28 days of such vacancy occurring, in which case a Leading Firefighter or Leading Station Officer (as the case may be) may elect or be directed to perform the duties of the vacant position until the position is filled, or the expiration of three months, whichever occurs first.
- 7.5.2 a Leading Firefighter or Senior Firefighter successfully applies for a Country Officer position pursuant to subclause 28.7.2, in which case the Leading Firefighter or, subject to subclause 28.7.2.3, Senior Firefighter shall be transferred to that station/location and shall perform the duties of the vacant position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.8.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and be transferred to the GSA.
- 7.5.3 a Leading Station Officer or Station Officer successfully applies for a Country Senior Officer position pursuant to subclause 28.7.3, in which case the Leading Station Officer or, subject to subclause 28.7.3.3, Station Officer shall be transferred to that station/location and shall perform the duties of the vacant position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.10.3. An employee who ceases to be eligible for such promotion shall cease to hold that position and be transferred to the GSA.
- 7.5.4 a Leading Station Officer or Station Officer successfully applies for an Operational Support Inspector's position pursuant to subclause 28.7.4, in which case the Leading Station Officer or Station Officer (as the case may be) shall be transferred to that station/location and shall perform the duties of the vacant Operational Support Inspector's position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.10.3. An employee who ceases to be eligible for such promotion shall cease to hold that position and, if located outside of the GSA, be transferred to the GSA.
- 7.6 For the avoidance of doubt, the intention of subclauses 7.2, 7.3, 7.4 and 7.5 is to ensure that Station Officer positions are ordinarily filled by employees holding the rank of Station Officer or Leading

Station Officer, and that Inspector positions are ordinarily filled by employees holding the rank of Inspector.

- 7.7 An employee performing higher duties shall be paid the difference between the employee's usual rate of pay and the minimum rate of pay for the rank or classification in which the higher duties are performed. An employee who is ordinarily entitled to an allowance at subclause 6.6.3 to 6.6.13 (inclusive) shall continue to be paid such allowance while they are performing higher duties.
- 7.8 An employee performing higher duties who proceeds on any form of leave shall be paid during such leave at the employee's usual rate of pay and not at rate of pay of the rank or classification in which the higher duties were being performed.
- 7.9 While a Senior Officer who relieves an Executive Officer shall be remunerated for the period of relief in terms of subclause 7.7, such employee shall, with the exception of provisions relating to hours of work and overtime, retain the conditions of employment applicable to a Senior Officer. In relation to hours of work and excess hours such an employee shall, for the period of relief, be covered by subclause 8.12 of Clause 8, Hours of Work.
- 7.10 In selecting employees to perform higher duties the following procedures shall apply:
- 7.10.1 Where the period of relief is to be less than one month, merit selection need not be applied. However, the Department shall have regard to the principles of equitably sharing career development opportunities.
- 7.10.2 Where the period of relief of an Executive Officer or an Operational Support position is one month or more and the need for the relief is known in advance, expressions of interest shall be called for and determined by merit selection.
- 7.10.3 Where the need for the relief of an Executive Officer or an Operational Support position is not known in advance, but it subsequently becomes known that the duration of the relief is anticipated to be for two months or more, the initial appointment shall be made in accordance with subclause 7.10.1. However, immediately following that initial appointment expressions of interest are to be called for and determined by merit selection.

8. Hours of Work

- 8.1 Subject to subclauses 8.2.2 and 8.2.3, the average ordinary working hours of Operational Firefighters shall be forty hours per week over the cycle of weeks for which the rosters of ordinary hours of duty and leave operate. All rosters include, in addition to the average forty ordinary hours per week, an average per week of two hours of thirty-eight hour week leave accrual which shall be accumulated and added to annual leave accrual and taken in accordance with Clause 17, Annual Leave.
- 8.2 Arrangement of Rosters
- 8.2.1 Subject to subclause 8.9, Operational Firefighters shall work the roster in operation at the station/location to which they are permanently attached and this roster shall be known as their default roster. No default roster shall allow rostered shifts in excess of fourteen hours duration. Any proposed change at any location from one roster system to another, or to a new roster system, shall only occur following consultation between the Department and the Union.
- 8.2.2 Operational Firefighters may, with the Department's agreement, elect to work alternative rosters to their default roster, provided that any such alternative roster:
- 8.2.2.1 must operate over an eight-week cycle and be drawn up and provided to both the Operational Firefighter and the Union not less than fourteen days prior to commencement;
- 8.2.2.2 must allow at least eight consecutive hours between the cessation of one rostered shift and the commencement of the next rostered shift;

- 8.2.2.3 must operate within the hours of the Operational Firefighter's default roster, provided that employees whose default roster is the Special Roster may apply to work alternative rosters that commence and cease up to two hours earlier or later than provided by the Special Roster.
 - 8.2.2.4 must not allow split or broken shifts;
 - 8.2.2.5 must not allow a reduction in the minimum Operational Firefighter staffing required at the station/location in question;
 - 8.2.2.6 must not allow more than five days' work, or more than five rostered shifts, in any seven day period; and
 - 8.2.2.7 must not average more than forty two ordinary working hours per week over the eight-week cycle.
- 8.2.3 An Operational Firefighter who elects to work an alternative roster that allows fewer average ordinary working hours than allowed for by subclause 8.1 shall be paid and accrue leave on a pro-rata basis.
- 8.2.4 Notwithstanding anything to the contrary elsewhere in this Award, an Operational Firefighter who elects to work an alternative roster that allows one or more 24 hour shifts shall:
- 8.2.4.1 be paid the Relieving Allowance, if payable, twice for each rostered 24 hour shift so worked; and
 - 8.2.4.2 have any Outduty performed during a rostered 24 hour shift counted as two Outduties for the purposes of subclause 12.17; and
 - 8.2.4.3 have the period before a Stand By becomes an Outduty during a rostered 24 hour shift doubled, but only if the Stand By is performed to cover the absence of another employee who was rostered to work a 24 hour shift; and
 - 8.2.4.4 have any compassionate leave taken during a rostered 24 hour shift counted as two shifts for the purposes of subclause 18.1; and
 - 8.2.4.5 have any unsupported sick leave absence taken during a rostered 24 hour shift counted as two separate occasions for the purposes of subclause 23.8.
- 8.2.4a In all cases, the Relieving Allowance paid at subclause 8.2.4.1 and the Outduties and leave counted at subclauses 8.2.4.2, 8.2.4.4 and 8.2.4.5 shall not be paid or counted either less or more than twice during a 24 hour rostered shift.
- 8.2.5 Subject to subclause 8.2.6, the Department shall return an Operational Firefighter who is working an alternative roster to their default roster within fourteen days of receipt of a written request from the Operational Firefighter.
- 8.2.6 Where the Department's agreement to the working of an alternative roster was conditional upon one or more Operational Firefighters working an alternative roster in concert with each other and one or more of those Operational Firefighters submits a written request to return to their default roster, the Department:
- 8.2.6.1 shall return the Operational Firefighter(s) who requested to return to their default roster within 28 days; and
 - 8.2.6.2 shall notify the remaining Operational Firefighters, in writing, of that request within 7 days; and

8.2.6.3 may return the Operational Firefighters to their default rosters not less than 21 days following their receipt of notification at subclause 8.2.6.2.

8.3 Standard 10/14 Roster System

	1st Week							2nd Week							3rd Week							4th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
A Hours	D	D	N	N				D	D	N	N				D	D	N	N				D	D	N	N			
B Hours	N	N					D	D	N	N				D	D	N	N				D	D	N	N				
C Hours					D	D	N	N					D	D	N	N					D	D	N	N				
D Hours			D	D	N	N				D	D	N	N				D	D	N	N		N			D	D		

	5th Week							6th Week							7th Week							8th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
A Hours					D	D	N	N					D	D	N	N					D	D	N	N				
B Hours			D	D	N	N				D	D	N	N				D	D	N	N		N			D	D		
C Hours	D	D	N	N				D	D	N	N				D	D	N	N						D	D	N	N	
D Hours	N	N					D	D	N	N				D	D	N	N				D	D	N	N				

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

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

8.4 Back to Back Roster System

	1st Week							2nd Week							3rd Week							4th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
E Hours	D	D	D	D				D	D	D	D				D	D	D	D				D	D	D	D			
F Hours					D	D	D	D					D	D	D	D					D	D	D	D				

	5th Week							6th Week							7th Week							8th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
E Hours					D	D	D	D					D	D	D	D					D	D	D	D				
F Hours	D	D	D	D				D	D	D	D				D	D	D	D						D	D	D	D	

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

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

8.5 Overlap Roster System

	1st Week							2nd Week							3rd Week							4th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
G Hours	D			D	D	D	D				D	D	D	D	D			D	D	D	D				D	D	D	D
H Hours					D	D	D	D			D	D	D	D				D	D	D	D	D			D	D	D	D

Platoon	5th Week						6th Week						7th Week						8th Week								
	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
G Hours	D		D	D	D	D				D	D	D	D			D	D	D	D				D	D	D		
H Hours				D	D	D	D			D	D	D					D	D	D	D			D	D	D		
	52.5						31.5						52.5						31.5								

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

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

8.6 Special Roster System

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

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

8.8 The average ordinary working hours of employees holding the classification of Recruit Firefighter shall be 40 hours per week. The rostered hours of work for Recruit Firefighters shall be arranged so that they shall not accrue 38 hour leave. The hourly rate of pay of an employee holding the classification of Recruit Firefighter shall be determined by dividing the weekly rate of pay for a Recruit Firefighter by 40.

8.9 Irrespective of which roster is for the time being applicable, the following general conditions shall apply:

8.9.1 In the event of an alarm, requiring any station to stand by or respond to an incident, being received at the station during roll call, the oncoming platoon shall, if required, respond to the incident. The off-going platoon shall remain on duty, if required, or until otherwise directed. Roll calls shall be conducted by the station bell being rung two minutes before rostered time to change shift.

8.9.2 The oncoming shift available in the station may attend roll call without any overtime penalty being incurred, but on completion of the roll call and the Officer-in-Charge being satisfied that there are adequate staff for the shift, the off-going shift shall then be dismissed.

8.9.3 No employee shall be charged with being absent from duty who misses the roll call at two minutes in the time set for the change of shift, provided that the employee is on station premises by the rostered time for the shift to commence. An employee retained beyond the ceasing time of the shift shall be paid overtime.

8.9.4 If, when the oncoming platoon reports at a station at the time prescribed for the change of shift, the other platoon is proceeding to or attending an incident or alarm, the oncoming platoon, if so ordered, shall after roll call, proceed to the incident and the Officer or senior members of the platoon shall report, without delay, the arrival of the platoon to the Officer-in-Charge of the incident. The off-going platoon shall remain on duty at the incident until relieved.

8.9.5 The Officer-in-Charge of the incident may, if in that Officer's judgment it is expedient, hold both the oncoming and off-going platoons for duty at the incident. If the off-going platoon is not held at the incident or is not detained at the incident for duty elsewhere, it shall report back to the station and shall remain available until the other platoon returns or until otherwise directed, when it shall be dismissed.

- 8.9.6 In the event of one or more members of the ongoing platoon being absent an equal number of members in the platoon on duty shall be liable to be detained on duty until such time as they may be relieved. Nothing herein contained shall be deemed to sanction an unauthorised absence or to relieve the absent member from a liability to be charged with being absent without leave and dealt with accordingly.
- 8.10 The rosters provide for an amount of residual leave of 7.25 hours per annum, which is to be credited as consolidated leave, on the anniversary of the employee's date of commencement of employment by the Department notwithstanding the provisions of subclause 8.8.
- 8.11 Employees shall not work in excess of sixteen (16) hours straight except in the case of a call to an incident or other emergency circumstances, or by agreement pursuant to subclause 8.12.
- 8.12 Employees may elect, but not be directed, to work in excess of sixteen (16) hours straight by way of overtime, an alternative roster or a change of shift agreement provided:
- 8.12.1 that such employees have the Department's approval to do so; and
- 8.12.2 that such employees have at least eight consecutive hours off duty between the cessation and recommencement of duty; and
- 8.12.3 that no employee shall be permitted to work in excess of twenty four (24) hours straight except in the case of a call to an incident or other emergency circumstances, or a staff shortage pursuant to subclause 8.9.6.
- 8.13 Executive Officers
- Executive Officers shall work an average of forty ordinary hours per week on a flexible basis according to the needs of the organisation on any day of the week or at any time of the day.
- 8.14 Change of Shift Agreements
- Notwithstanding anything to the contrary elsewhere within this Award, two or more Non-Officers, Officers or Senior Officers (as the case may be) may enter into a full or part change of shift agreement with each other subject to the following conditions:
- 8.14.1 Employees shall apply in writing at least 24 hours prior to performing a full or part change of shift. This application, which may provide for multiple and/or recurring changes of shift, shall include the number of hours, the relevant times and date(s) and the names and signatures of both the employee(s) seeking the change and the employee(s) who shall be working in their stead.
- 8.14.2 An approved change of shift agreement shall operate so that:
- 8.14.2.1 The employee who was originally rostered to work, but did not do so (Employee A) shall:
- 8.14.2.1.1 be paid the wages they would otherwise have been paid pursuant to subclause 6.2.1 for that shift or part shift; and
- 8.14.2.1.2 accrue the leave they would otherwise have accrued pursuant to Clauses 17, 20 and 23 for that shift or part shift; and
- 8.14.2.1.3 subject to subclauses 12.6 and 8.14.2.2.2, be paid the Relieving Allowance as if they had worked that shift or part shift.
- 8.14.2.2 The off-duty employee who works in Employee A's stead (Employee B) shall:
- 8.14.2.2.1 be recognised for and paid for all purposes other than those listed at subclauses 8.14.2.1 as if they had been rostered to work those hours,

- provided that any time so worked by Employee B in excess of Employee A's originally rostered hours will be paid as overtime pursuant to Clause 9; and
- 8.14.2.2.2 subject to subclause 12.6, be paid the Relieving Allowance provided: firstly; that Employee B shall always assume Employee A's base station for the purposes of Clause 12; and secondly; if Employee A and Employee B satisfy the requirements of subclause 12.6 then only Employee B shall be paid the Relieving Allowance and, if applicable, only Employee B shall be considered to have performed an Outduty.
- 8.14.2.3 Employees may take leave (including annual and long service leave) during an operative change of shift agreement but shall not be permitted to work a change of shift while on such leave. Such employees shall not be required to make alternative arrangements (which, if necessary, shall be made instead by the Department) in the event that they or any other employee who is party to that agreement takes leave, scheduled or otherwise.
- 8.14.2.4 If Employee A takes annual leave or long service leave during an operative change of shift agreement then Employee A shall have both the hours they were rostered to work and the change of shift hours they had agreed to work for any other employee(s) deducted from Employee A's annual leave balance or long service leave balance.
- 8.14.2.5 If Employee B works an agreed change of shift for Employee A while Employee A is on annual leave or long service leave then Employee A shall be credited with the same number of annual leave or long service leave hours as worked by Employee B for Employee A.
- 8.14.2.6 If Employee B takes any form of leave (including, for example, sick leave) when scheduled to work an agreed change of shift for Employee A then those leave hours shall be deducted (but not paid for) from Employees B's relevant leave balance.
- 8.14.3 Employees shall not be permitted to perform full or part changes of shift immediately prior to or following their own rostered shift unless that full or part change of shift is to be worked at the same station as that rostered shift.
- 8.14.4 An on duty employee who has arranged a part change of shift shall not be permitted to leave duty until properly relieved by the employee who has agreed to work in their stead.
- 8.14.5 If there is a call of fire or any other emergency that disturbs or prevents a previously arranged part change of shift, no arrangement shall be made, or be expected to be made, to recall another employee. Any inconvenience shall be borne by the employees concerned without redress.
- 8.14.6 The Department shall not refuse an application to perform a full or part change of shift without good and proper reason, but may cancel a previously approved change of shift on the same basis provided sufficient notice is given to the affected employees.
- 8.14.7 Subject to subclause 8.14.2.3, an employee who has entered into a change of shift agreement will remain bound by that agreement unless and until such time as the other employee(s) concerned agrees, in writing, to terminate that agreement, or a change of shift is cancelled by the Department pursuant to subclause 8.14.6.

9. Overtime

- 9.1 Subject to subclause 9.2, overtime shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter, provided that an employee who is required to work overtime shall be entitled to payment for at least 15 minutes of overtime on each occasion that the

employee is called upon to work overtime. To avoid doubt, where work commences prior to the start of an employee's rostered shift and continues beyond the conclusion of that shift then the relevant rate of pay shall be determined by having regard to the entire period of overtime worked, so that any and all overtime worked in excess of two hours is paid at the rate of double time.

- 9.2 Any time worked by an employee in excess of 24 consecutive hours shall be paid for at the rate of double time, regardless of that employee's roster.
- 9.3 For meal allowance entitlements where an employee works overtime, see Clause 10, Meals and Refreshments.
- 9.4 When it is reasonably necessary for an employee who has returned to the station either before or after the ceasing hour of the shift to clean up before leaving the station, and thereby justifiably leaves the station after the ceasing hour, the time so reasonably and necessarily occupied beyond the ceasing hour shall be paid for as overtime.
- 9.5 The hourly rate of pay for an employee in the classification of Firefighter, Qualified Firefighter, Senior Firefighter, Leading Firefighter, Station Officer, Leading Station Officer, Inspector, Operational Support Level 1, Operational Support Level 2 or Operational Support Inspector shall be ascertained for the purpose of this clause by dividing the employee's "Per Week" rate of pay by 41.75. The hourly rate of pay for an employee in the classification of Recruit Firefighter, Operational Support Level 2a or Operational Support Level 3a shall be ascertained for the purpose of this clause by dividing the employee's "Per Week" rate of pay by 40.
- 9.6 Recall to Incident
- 9.6.1 An employee who is off duty and who is called upon, pursuant to subclause 9.6.2, to report for duty to attend an incident shall be entitled to a minimum payment equal to two hours at overtime rates.
- 9.6.2 Notwithstanding anything elsewhere contained in this clause, in the case of an incident, all employees off duty shall be liable to be called upon to report for duty and if called upon shall report immediately for duty
- 9.6.3 An employee who is on annual leave or long service leave and who reports for duty to attend an incident shall, in addition to payment pursuant to subclause 9.1, be credited with consolidated leave equal to the amount of time so worked.
- 9.6.4 For meal allowance entitlements when the employee remains on duty for a period of four hours or more in connection with a recall pursuant to subclause 9.6.1, see Clause 10, Meals and Refreshments.
- 9.7 Recall to Maintain Required Staffing Levels
- 9.7.1 An employee off duty who is required to report for duty for the purpose of maintaining required staffing levels shall, on so reporting, be entitled to a minimum payment equal to four hours at overtime rates.
- 9.8 Where an employee recalled pursuant to either subclauses 9.6.2 or 9.7.1:
- 9.8.1 Is required to transport the employee's gear from the station/location at which the gear is located to another station/location in order to perform the duties of the recall, such employee shall be paid the Kilometre Allowance set at Item 2 of Table 3 of Part C, for the distance travelled on the forward journey between the two locations, provided that employees who are placed upon a transfer register pursuant to clause 28, Transfers Outside of the GSA, and are claiming residential priority shall instead be paid the Kilometre Allowance for the distance between the permanently staffed station closest to their primary residence and the station/location where the duties of the recall are to be performed.

- 9.8.2 Is required to transport the employee's gear back to the station/location at which the gear was located because the Department is unable to do so, the employee shall also be entitled to be paid kilometres equal to the forward journey at subclause 9.8.1. For the purpose of this subclause "distance travelled" means the agreed distance or, if the distance is not covered by a Matrix, the actual kilometres between the two stations/locations.
- 9.8.3 Incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform the recall, such employee shall be reimbursed for the cost of the toll.
- 9.9 On such nights as may be fixed by the Department or by the Commissioner on reasonable notice in the circumstances not exceeding two nights in any week, an employee shall work such overtime as is reasonably necessary for usual Brigade inspections, or for giving instructions to Retained Firefighters.
- 9.10 When overtime work is necessary it shall, except in the case of an emergency, be so arranged that employees have at least eight consecutive hours off duty between the work of successive shifts. Where an employee works so much overtime between the termination of the employee's ordinary work on any day or shift, and the commencement of the employee's ordinary work on the next day or shift, that the employee has not had at least eight consecutive hours off duty between these times, the employee shall be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 9.10.1 If on the direction of the employee's authorised supervisor, such employee resumes or continues work without having had such eight consecutive hours off duty, the employee shall be paid at the rate of double time until the employee is released from duty for such period, and the employee shall be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 9.10.2 Provided that while recalls shall be paid for at overtime rates in accordance with this Award, where the actual total time worked on a recall or recalls is less than 3 hours it shall not count for the purpose of determining whether an employee has had an eight hour break pursuant to this subclause.

10. Meals and Refreshments

- 10.1 Attendance at an Incident
- 10.1.1 For the purposes of this clause, an "incident" also includes hazard reduction or any similar situation where facilities comparable to those provided at fire stations are not available to partake of a meal.
- 10.1.2 Where an employee attends an incident which extends for two hours or more; Refreshments shall be provided no later than two hours after the start of the incident.
- 10.1.3 Where such an incident extends for four hours or more, the employee shall be provided with a Substantial Meal. After every subsequent four hours of attendance at such an incident, a further Substantial Meal shall be provided.
- 10.2 Payment in Lieu of the Provision of Refreshments/Meals
- 10.2.1 Where Refreshments are not provided in terms of subclause 10.1.2, the Refreshment Allowance set at Item 15 of Table 3 of Part C, shall be paid.
- 10.2.2 Where an Emergency Meal is supplied in lieu of a Substantial Meal, the Refreshment Allowance set at Item 15 of Table 3 of Part C, shall be paid.
- 10.2.3 Where a Substantial Meal or Emergency Meal is not provided in terms of subclause 10.1.3, the Meal Allowance set at Item 14 of Table 3 of Part C, shall be paid.
- 10.3 During Overtime

10.3.1 An employee who works overtime which:

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

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

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

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

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

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

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

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

11. Transport

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

12. Relieving Provisions

12.1 The provisions of this clause shall only apply to:

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

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

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

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

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

12.4.1 Exceptions

12.4.1.1 Relieving Employees (pursuant to subclause 12.1.1);

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

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

12.6 Relieving Allowance

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

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

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

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

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

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

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

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

12.7.2.1.1 the Relieving Allowance; and

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

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

- 12.7.2.1.4 if the Department is unable to transport the employee's gear back to the station/location at which the gear was located, the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the return kilometres equal to the forward journey.
- 12.7.2.2 without prior notice, the employee shall be entitled to, in addition to the relieving allowance, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the distance actually travelled.
- 12.7.2.3 For the purpose of this subclause "prior notice" means notice given whilst the employee was on duty, either during their rostered hours of work or whilst on overtime.
- 12.7.2.4 For the purposes of subclauses 12.7.2.1.2 and 12.7.2.1.4 only, if an employee elects to perform relief duty outside of the fire district to which they are attached then the employee's base station/location shall be the closest permanently staffed station to their primary residence.
- 12.7.2.5 the provisions of 12.7.2.1 are to be read in conjunction with the provisions of subclause 12.8.
- 12.8 If, in a particular case, an employee considers that the presumed "no disadvantage" envisaged in the provisions of 12.7.2.1 is in fact not the case, the employee may submit a claim for the total compensation that the employee considers to be reasonable in the circumstances. All such claims must be supported with written reasons.
- 12.9 For the purpose of this Clause, "distance" shall mean the agreed return distance prescribed between two stations/locations in a Matrix. Each Matrix shall stand alone for the purpose of calculating the relevant distance. If the distance between two stations/locations is not prescribed in a Matrix, then "distance" shall mean the actual distance necessarily and reasonably travelled.
- 12.10 The parties acknowledge that the majority of the distances contained in the Matrices have been calculated using an electronic measuring device. In the event that a discrepancy is identified, the distance in question shall first be rechecked using the electronic measuring device. If the discrepancy still exists then the distance in question shall be checked using, if practicable, a motor vehicle, and if not, some other method agreed to by the Department and the Union.
- 12.10.1 If a distance in the Matrices is found to be incorrect, then a new agreed distance will be determined. Any new distance and its effective date will be published in the next available Commissioner's Orders.
- 12.10.2 In cases where the corrected distance is more than that shown in the Matrices, it will take effect from the beginning of the pay period in which the discrepancy was first notified in writing by an employee.
- 12.10.3 In cases where the revised distance is less than that contained in the Matrices, the new distance will operate prospectively from the beginning of the first pay period to commence on or after the date that the new distance is published in Commissioner's Orders.
- 12.11 Multiple Reliefs During a Rostered Shift.
- 12.11.1 Where a Relieving Employee (or other employee pursuant to 12.1.2) performs relief duties during a rostered shift at more than one station/location, payment shall be made for kilometres for the forward journey/journeys between the station at which duty commenced and the subsequent station/s and between the station at which duty ceased and the station at which duty commenced. Provided that this provision shall not reduce any entitlement that the employee may have in relation to commencing duty at the station at which duty commenced.

- 12.11.2 The provisions of 12.11.1 shall not apply in cases where the provisions of Clause 26, Travelling Compensation, apply.
- 12.12 Provision of Transport
- 12.12.1 Where a Relieving Employee (or other employee pursuant to 12.1.2) is directed without prior notice after the commencement of a rostered shift, to perform relief duty at another station/location, the employee may request the provision of transport by the Department.
- 12.12.2 Where an employee requests the provision of transport in terms of 12.12.1, the employee shall be entitled to the following provisions. Apart from these provisions, no other provisions of this clause shall apply.
- 12.12.2.1 Payment of the Relieving Allowance.
- 12.12.2.2 Except if the employee makes an election in terms of 12.12.2.3, the employee shall be entitled to transport back to the station/location at which duty commenced and to travelling time as prescribed in Clause 26, Travelling Compensation, for the time actually taken, from the completion of duty, to return to the station at which duty commenced.
- 12.12.2.3 Where an employee elects to return to the station/location after completion of duty to the station at which duty commenced by the employee's own means, the employee shall be entitled to be paid the Kilometre Allowance set at Item 2 of Table 3 of Part C, for half the distance prescribed in the relevant Matrix. If no distance is prescribed, the distance shall be the actual distance necessarily and reasonably travelled by the employee to return to the station at which duty commenced.
- 12.13 Where a Relieving Employee (or other employee pursuant to 12.1.2) incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform a relief duty, such employee shall be reimbursed for the cost of the toll.
- 12.14 A Relieving Employee (or other employee pursuant to 12.1.2), who is directed to perform a relief duty on a rostered shift at a station/location which requires the employee to reside at a place other than the employee's residence, shall be entitled to the relevant provisions of Clause 26, Travelling Compensation, in lieu of the provisions of this clause.
- 12.15 Where a Relieving Employee (or other employee pursuant to 12.1.2) performs a relief at a station/location which, under normal circumstances would not require the employee to reside at a place other than the employee's residence, but because of special circumstances the employee is given approval by the Department for accommodation in order to have sufficient rest before returning home, the employee shall be entitled to the following:
- 12.15.1 Appropriate accommodation provided or arranged by the Department.
- 12.15.2 Retention of the Relieving Allowance.
- 12.15.3 With the exception of travelling time and costs for travel, the relevant provisions of Clause 26, Travelling Compensation.
- 12.15.4 The Kilometre Allowance set at Item 2 of Table 3 of Part C, as if the employee had not stayed in the accommodation.
- 12.16 The Relieving Allowance set at Item 16 and the Kilometre Allowance set at Item 2 of Table 3 of Part C, include compensation for excess travelling time and the cost of excess travel to and from the station/locations at which relief duties are performed on a rostered shift.

12.17 Performance of Outduties.

12.17.1 An employee cannot be directed to perform more than twelve (12) Outduties in any Calendar year, unless the employee is a Leading Station Officer who is performing higher duties pursuant to Clause 7.

12.17.2 Notwithstanding the provisions of 12.17.1, an employee may elect to perform more than twelve (12) Outduties in any Calendar year.

12.18 The provisions of this clause do not apply in cases where an employee acts up in a position following an expression of interest pursuant to subclause 7.10.2 or where an employee acts up as an Executive Officer, or where an employee, not being a Relieving Employee, acts up at the employee's base station/location.

12.19 Unless specifically provided for by this Clause, the provisions of Clause 12, Relieving Provisions and Clause 26, Travelling Compensation, shall be mutually exclusive. That is, an employee shall be entitled to claim, in relation to a particular situation, under either Clause 12, or Clause 26, shall not be entitled to claim under both.

12.20 Notwithstanding subclause 12.19, a relieving employee who:

12.20.1 is directed to perform relief duty outside the fire district to which they are attached and who is entitled to claim the provisions of subclause 26.3.1; and/or

12.20.2 is directed to perform overtime at a temporary work location before the normal commencing time of their rostered shift and who is entitled to claim the provisions of subclause 26.3.1.1;

shall be paid such entitlements and retain the entitlements of Clause 12.

12.21 Where an employee is required to use the employee's private vehicle to perform a Stand By, compensation shall only be in terms of subclause 6.6.2.1.

12a. Interstate and International Deployments

12a.1 Subject to subclause 12a.2, the provisions of this Clause shall apply to employees who are invited and who elect to respond to an extended interstate or international emergency as part of a deployment.

12a.2 In the case of routine cross-border incidents and/or interstate or international deployments of less than 48 hours and/or direction to respond to an interstate or international emergency, employees shall remain entitled to the general provisions of this Award and the special provisions of this Clause shall not apply.

12a.3 Employees shall be paid for travelling time to and from the emergency:

12a.3.1 on the day of departure until midnight Sydney time, in accordance with Clause 26, provided that subclauses 26.1.4, 26.1.7 and 26.2 shall not apply; and

12a.3.2 on any day between the day of departure to and the day of return from the deployment, in accordance with subclause 12a.4.2; and

12a.3.3 on the day of return, in accordance with Clause 26, provided that subclauses 26.1.4, 26.1.7 and 26.2 shall not apply.

12a.4 Employees shall be paid for work performed:

12a.4.1 on the day of departure until midnight Sydney time, at single time during their rostered hours of work pursuant to Clause 8, and at overtime rates otherwise; and

12a.4.2 for each day between the day of departure to and the day of return from the deployment, all time at single time, provided that:

12a.4.2.1 employees shall receive a minimum payment for each day equal to 16 hours per day, regardless of the hours actually worked; and

12a.4.2.2 any time actually worked at the direction of an employee's authorised supervisor in excess of 16 hours shall be paid at double time; and

12a.4.2.3 employees on double time pursuant to subclause 12a.4.3.2 who resume or continue work without having had 8 consecutive hours off duty shall continue to be paid at the rate of double time until released from duty for such period, and such employees shall be entitled to remain off duty for eight consecutive hours without loss of pay at subclause 12a.4.3.1; and

12a.4.3 from midnight Sydney time on the day of return, at single time during their rostered hours of work pursuant to Clause 8, and at overtime rates otherwise.

12a.5 Accommodation for Interstate Deployments

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

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

12a.6 Meals for Interstate Deployments

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

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

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

12a.7 Deployment Allowance for International Deployments

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

12a.8 Additional Provisions

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

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

- 12a.8.3 An employee who was performing higher duties immediately prior to their deployment shall continue to be paid at that rate of pay of the rank or classification in which the higher duties were being performed.
- 12a.8.4 Any time worked pursuant to subclause 12a.4.2 shall only be compensated for by subclause 12a.4.2, provided that an employee shall continue to accrue leave as if they had worked their rostered hours of work pursuant to Clause 8.
- 12a.8.5 The provisions of subclause 6.8 notwithstanding, the Commissioner may approve an additional payment for an Executive Officer who, while on interstate or international deployment, worked additional hours to those contemplated by subclause by 6.8.2.
- 12a.8.6 Any stand off period shall be determined by the Commissioner having regard to each employee's actual hours of work prior to and during their deployment, and to their rostered hours of work following their deployment. Employees who are granted stand off time shall do so without loss of pay for ordinary working time during such absence.

13. Progression and Promotion Provisions

13.1 This clause prescribes:

13.1.1 progression and promotion provisions, and;

13.1.2 the constitution and operation of the Training Review Committee.

Progression and Promotion Provisions

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

Recruit Firefighter to Firefighter

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

Firefighter to Qualified Firefighter

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

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

Qualified Firefighter to Senior Firefighter

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

Senior Firefighter to Leading Firefighter

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

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

13.7.2 An eligible applicant for the purposes of subclauses 13.7.1 and 13.7.3 shall be a Senior Firefighter who: firstly, has completed at least twenty four (24) months service with Fire and Rescue NSW at Senior Firefighter rank as of the closing date for applications; secondly, has already taken the tests referred in subclause 13.7.3; and thirdly, is permanently attached to a station within the Transfer Register area in which the Leading Firefighter Program position is available. For the purposes of subclause 13.7 only, the GSA shall be considered a Transfer Register area and a permanent occupant of an Operational Support position (an Operational Support applicant) shall be considered to be permanently attached to a station within the GSA regardless of their actual work location.

13.7.3 The successful applicants for Leading Firefighter Program positions shall be determined by order of the results achieved by eligible applicants in tests specified by the Commissioner following consultation between the Department and the Union. The Department shall accept the same number of eligible applicants as there were positions advertised for that location in accordance with subclause 13.7.1, provided that for each Operational Support applicant who is initially accepted the Department shall also accept one further non-Operational Support applicant, so that the final number of non-Operational Support applicants accepted within the GSA shall be equal to the number of positions advertised.

13.7.4 Senior Firefighters accepted onto the Leading Firefighter Program who subsequently fail to satisfactorily complete the Program within a reasonable time shall be removed from the Program and shall not be readmitted to the Program unless and until such time as they successfully re-apply pursuant to subclauses 13.7.1, 13.7.2 and 13.7.3.

Leading Firefighter to Station Officer

- 13.8 Promotion from Leading Firefighter to Station Officer shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union and shall be subject to the occurrence of a vacancy and the satisfactory completion of the Station Officer Program specified by the Commissioner on the advice of the Training Review Committee.

13.8.1 Subject to subclause 28.7, applications for promotion to Station Officer shall be called for from Leading Firefighters with at least twelve (12) months service with Fire and Rescue NSW at that rank in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number (and, if located outside of the GSA and Regional Transfer Register areas listed at subclause 28.2.2, both the number and the location) of Station Officer positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the Department.

13.8.2 Leading Firefighters who successfully apply pursuant to subclause 13.8.1 (or Senior Firefighters who successfully apply pursuant to subclause 28.7.2) and who subsequently fail to satisfactorily complete the Station Officer Program within a reasonable time shall be removed from the Program and shall cease to be eligible for such promotion. Nothing shall prevent such employees from re-applying pursuant to subclause 13.8.1.

Station Officer to Leading Station Officer

- 13.9 Progression from Station Officer to Leading Station Officer shall be subject to the satisfactory completion of the Leading Station Officer Program specified by the Commissioner on the advice of the Training Review Committee and, in the case of a Station Officer who is a permanent occupant of an Operational Support Level 1 or Level 2 position or who applies pursuant to subclause 13.9.2.3, transfer to a station within the GSA.
- 13.9.1 Applications for Leading Station Officer Program positions shall be called for from eligible applicants in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number and location of Leading Station Officer Program positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the Department.
- 13.9.2 An eligible applicant for the purposes of subclauses 13.9.1 and 13.9.3 shall be a Station Officer who has completed at least twelve (12) months service with Fire and Rescue NSW at Station Officer rank as of the closing date for applications, provided that:
- 13.9.2.1 if the Leading Station Officer Program position available is located within the GSA, the applicant must also be either:
- 13.9.2.1.1 permanently attached to a station within the GSA; or
- 13.9.2.1.2 permanently attached to a station located both outside of the GSA and outside of a Regional Transfer Register Area; or
- 13.9.2.1.3 the permanent occupant of an Operational Support position; or
- 13.9.2.2 if the Leading Station Officer Program position available is located outside of the GSA but within a Regional Transfer Register Area, the applicant must also be permanently attached to a station within that Regional Transfer Register area; or
- 13.9.2.3 if the Leading Station Officer Program position available is at a Country Officer station (as defined by subclause 28.7.2.1) and there is no Station Officer vacancy at that station, the applicant must also be permanently attached to that station.
- 13.9.3 The successful applicants for a Leading Station Officer Program position shall be selected from the eligible applicants using the selection process specified by the Commissioner following consultation between the Department and the Union. The Department shall accept the same number of suitable eligible applicants as there were positions advertised for that location in accordance with subclause 13.9.1.
- 13.9.4 Station Officers accepted onto the Leading Station Officer Program who subsequently fail to satisfactorily complete the Program within a reasonable time shall be removed from the Program and shall not be readmitted to the Program unless and until such time as they successfully re-apply pursuant to subclauses 13.9.1, 13.9.2 and 13.9.3.

Leading Station Officer to Inspector

- 13.10 Promotion from Leading Station Officer to Inspector shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union and shall be subject to the occurrence of a vacancy and the satisfactory completion of the Inspector Program specified, by the Commissioner on the advice of the Training Review Committee.
- 13.10.1 Subject to subclause 28.7, applications for promotion to Inspector shall be called for from Leading Station Officers with at least twelve (12) months service with Fire and Rescue NSW at that rank in Commissioner's Orders, with the closing dates of applications to follow four weeks thereafter. The number (and, if located in areas outside of the GSA and the Newcastle, Central Coast and Illawarra Transfer Register areas, both the number and the location) of Inspector and/or Operational Support Inspector positions available shall

be specified in the same Commissioner's Orders, and shall be solely dependent on the forward planning needs of the Department.

- 13.10.2 Leading Station Officers who successfully apply pursuant to subclause 13.10.1 (or Station Officers who successfully apply pursuant to subclause 28.7.3 or 28.7.4) and who subsequently fail to satisfactorily complete the Inspector Program within a reasonable time shall be removed from the Program and shall cease to be eligible for such promotion. Nothing shall prevent such employees from re-applying pursuant to subclause 13.10.1.

Inspector to Superintendent

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

Chief Superintendent

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

General Provisions

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

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

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

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

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

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

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

Training Review Committee (TRC)

- 13.17 The TRC shall provide advice to the Commissioner on an effective and equitable system of training in Fire and Rescue NSW using the principles of Competency Based Training.
- 13.18 The structure of the TRC will consist of 3 representatives of the Department and 3 representatives of the Union.
- 13.19 The Chairperson of the Committee will alternate every 12 months between a nominee of the Department and the Union.
- 13.20 The role of the TRC will include (but not be limited to):
- 13.20.1 advising on the further development of training throughout Fire and Rescue NSW;
 - 13.20.2 advising on the implementation of a Competency Based Training regime throughout Fire and Rescue NSW;
 - 13.20.3 considering Recognised Prior Learning (RPL) policy generally and in particular, the consideration of individual applications for RPL.
- 13.21 Procedure
- 13.21.1 The TRC will meet at least once every four weeks, or as otherwise agreed between the parties;
 - 13.21.2 Members who are on shift on the day of the meeting will be released from day to day operations, except in the event of an incident or other emergency circumstances, for the purposes of fulfilling the above roles;
 - 13.21.3 The TRC will be adequately resourced by the Department so that it can effectively fulfil the above roles.
- 13.22 The Commissioner is not bound to accept the advice of the TRC and may act independently of the TRC to implement changes to training, competencies and other matters covered by Clause 13 within Fire and Rescue NSW provided that notice of any such decision to implement change is notified in accordance with clause 36.6 in which case clauses 36.7 to 36.9 inclusive shall apply.

14. Operational Support Positions

Establishment of Operational Support Positions

- 14.1 Operational Support positions shall be identified and established as such by the Commissioner.
- 14.2 The format and content of each Position Description referred to in subclause 14.4 shall be determined by the Commissioner, but shall include, for each position:
- 14.2.1 Title;
 - 14.2.2 Statement of duties;
 - 14.2.3 Essential qualifications, which shall for all Operational Support Level 1 and Level 2 positions include at least forty eight (48) months service from the date of commencement as a Recruit Firefighter;
 - 14.2.4 Hours of work, specifying which roster is to be worked pursuant to Clause 8 of this Award; and
 - 14.2.5 Operational Support classification, either Level 1 or Level 2 or Inspector, which shall be determined by the Commissioner following consultation with the Union.

14.3 A copy of each proposed new or varied Position Description will be forwarded to the Union which may elect to provide a response within 14 days, and the Commissioner shall take any response into account before making a determination. Subject to any orders of the Industrial Relations Commission, a new or varied Position Description will take effect 7 days following written notification to the Union of the Commissioner's determination.

14.4 A register of established Operational Support Position Descriptions shall be maintained by both parties. Once established, Position Descriptions may only be varied by the Commissioner, subject to 14.2 and 14.3.

General Conditions for Operational Support Positions

14.5 Appointment to Operational Support positions will be determined by merit selection and will be subject to the occurrence of a vacancy. Applications for Operational Support positions shall be called for from eligible employees in Commissioner's Orders, with the closing date of applications to follow four weeks thereafter.

14.6 Subject to subclause 14.11, the rates of pay for employees occupying Operational Support positions are as specified in Tables 1 and 2 of Part C, Monetary Rates.

14.7 Unless expressly provided elsewhere within this Award, the general conditions of employment for occupants of Operational Support positions shall be the same as those applying to Operational Firefighters generally pursuant to subclauses 1.4 and 1.5 of this Award.

14.8 Time spent in an Operational Support position shall count for the minimum periods of service required by Clause 13 Progression and Promotion.

14.9 Occupants of Operational Support positions who are temporarily directed to undertake operational firefighting duties and/or attend an incident in the capacity of their substantive operational rank, not their Operational Support position, shall continue to be paid at their Operational Support position's rate of pay.

14.9a Occupants of Operational Support positions who request and who are permitted to temporarily resume operational firefighting duties shall revert to, and be paid at the rate of, their substantive operational rank for the duration of such resumption. Provided that this subclause shall not apply in the case of interstate and international deployments pursuant to Clause 12a.

14.10 Occupants of Operational Support Level 1, Level 2, Level 2a and Level 3a positions may with twenty eight days notice elect to relinquish their Operational Support position and resume operational firefighting duties at their substantive rank.

14.11 Urban Search and Rescue Training (only) may be delivered by "casual" instructors, who will be paid at the Operational Support Level 2 rate of pay (plus applicable allowances) while performing USAR instructor duties and at their substantive rank's rate of pay (plus applicable allowances) at all other times.

14.12 The classification of Operational Support Level 3 was reclassified as Operational Support Inspector on 14 November 2014, with future vacancies being restricted to applications from employees holding the rank of Leading Station Officer or Inspector, or from Station Officers with at least 24 months service with Fire and Rescue as a Station Officer and who are undertaking but are yet to satisfactorily complete the Leading Station Officer Program, or otherwise in accordance with subclause 28.7.4.

14.13 The classifications of Operational Support Levels 2 and 3 were reclassified for occupants of these positions on 14 November 2014 (only) as Operational Support Levels 2a and 3a.

14.14 The occupants of Operational Support Level 2a positions shall remain in place and continue to receive the Operational Support Level 2a rate of pay specified at Tables 1 and 2 of Part C unless and until:

14.14.1 they voluntarily cease to occupy that position; or

- 14.14.2 they are promoted to either Station Officer or Inspector and elect to remain in place, in which case they shall be reclassified as, and paid at the rate of, Operational Support Level 2; or
 - 14.14.3 they are demoted or cease employment.
- 14.15 The occupants of Operational Support Level 3a positions shall remain in place and continue to receive the Operational Support Level 3a rates of pay specified at Tables 1 and 2 of Part C unless and until:
- 14.15.1 they voluntarily cease to occupy that position; or
 - 14.15.2 they are promoted to Inspector and elect to remain in place, in which case they shall be reclassified as, and paid at the rate of, Operational Support Inspector; or
 - 14.15.3 they are demoted or cease employment.
- 14.16 The occupant of an Operational Support Level 2a or Level 3a position who involuntarily ceases to hold that position because the position is deleted or because its Position Description is varied to the extent that the position is effectively deleted, shall continue to receive the Operational Support Level 2a or Level 3a rate of pay specified at Tables 1 and 2 of Part C until the expiration of 12 months, or until they otherwise become entitled to a higher rate of pay, or until they cease employment, whichever occurs first.

15. Training and Staff Development

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

16. Training Course Attendance Entitlements

- 16.1 The provisions of this Clause shall apply to employees who participate, with Departmental approval, in training programs, examinations or assessments conducted by, on behalf of, or approved by the Department. For the purposes of this Clause, references to "training" or "course" shall be taken to include such examinations or assessments.
- 16.2 Accommodation
 - 16.2.1 The Commissioner (or delegate) shall approve appropriate accommodation for an employee, if it can be demonstrated that an unreasonable amount of travelling time and/or distance is involved when travelling to and from the employee's residence to the training venue.
 - 16.2.2 Where an employee attends a course within the Greater Sydney Area (GSA), and if the travelling time to and from the training venue exceeds two (2) hours each way (by the approved mode of transport) or if the return distance from the employee's residence to the training venue exceeds 175 kms, the employee shall be entitled to appropriate accommodation.
 - 16.2.3 Where Departmental accommodation is not provided to an employee with an entitlement to accommodation, the relevant accommodation allowance prescribed by Clause 26, Travelling Compensation shall be paid.

- 16.2.4 Where it is not possible for an employee to travel to the training venue on the first day of the course or where the travelling time would be unreasonable to travel on the first day of the course, the employee shall be entitled to appropriate accommodation on the evening prior to the start of the course. If it is not possible for an employee to travel from the training venue to his or her residence at the conclusion of the course or if the travelling time would be unreasonable, the employee shall be entitled to appropriate accommodation on the evening of the last day of the course. Approval must be obtained from the Commissioner (or delegate) prior to bookings being made.
- 16.2.5 Appropriate accommodation for employees who attend courses outside the GSA shall be determined by the Commissioner (or delegate) having regard to the above criteria.
- 16.2.6 Where the training program requires evening attendance the employee shall be granted appropriate accommodation irrespective of the employee's work location or residential address.
- 16.2.7 Notwithstanding the above, any employee who considers that these criteria would cause undue hardship etc. may make application for special consideration. All such applications will be considered on their individual merits according to the program content and the starting and completion times, on a daily basis.

16.3 Meals

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

16.4 Incidentals

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

16.5 Excess Fares

- 16.5.1 Any employee who incurs additional transport costs while travelling to and from the training venue shall be entitled to have the additional expenses reimbursed. The additional expenses will be calculated on the basis of public transport costs.
- 16.5.2 Where an employee is granted approval to utilise the employee's private vehicle in lieu of public transport, the appropriate specified journey rate, set at Item 1 of Table 4 of Part C, shall be paid in respect of the kilometres travelled in excess of the employee's normal journey to and from work.

16.5.3 Where a first class rail service (or its equivalent) is reasonably available, an employee may utilise this service and be reimbursed for the cost of the fare.

16.6 Excess Travelling Time

16.6.1 Employees without an accommodation entitlement shall be entitled to compensation for excess travelling time for each day of the course.

16.6.2 Employees who accept accommodation shall be entitled to compensation for excess travelling time in respect of the first forward journey to and the last journey from the course venue. Where the course extends beyond one (1) week, employees who return to their residences on weekends shall be entitled to excess travelling time and excess fares for the additional forward and return journeys.

16.6.3 Unless special circumstances exist, employees who have an accommodation entitlement, but who decline accommodation, shall only be entitled to compensation for excess travelling time in respect of the first forward journey to and the last journey from the training venue.

16.6.4 Compensation shall be in accordance with Clause 26, Travelling Compensation.

16.7 Mode of Transport

16.7.1 Employees shall be advised of the approved transport arrangements prior to the commencement of the training program. Such approval shall be based on the most practical and economic means of transport having regard to the entitlements contained in this clause, provided that an employee cannot be directed by the Department to use the employee's private vehicle.

16.7.2 Any employee who wishes to use alternative means of transport may only do so with the approval of the Commissioner (or delegate). Such approval must be obtained before travel commences.

16.7.3 If approval is granted to travel by an alternative means of transport any entitlements shall be based on the arrangements approved under subclause 16.7.1.

16.8 Relieving Allowances and Other Allowances

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

16.8.2 Relieving employees shall not be paid any additional relieving allowances as a consequence of undertaking a training program.

16.9 Kilometre Allowance

16.9.1 The kilometre allowance prescribed by Clause 12, Relieving Provisions, is not payable to employees when they attend a training program.

16.9.2 The provisions of subclause 16.5.2 above shall apply to any employee who is granted approval to utilise his or her private vehicle for transport to and from the training venue.

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

16.10.1 Subject to approval by the Department:

- 16.10.1.1 Where an employee elects to attend a course whilst on annual leave or long service leave, he or she will be re-credited with the appropriate leave for the hours spent attending the training course.
- 16.10.1.2 Where an employee elects to attend a course whilst rostered off duty, he or she shall be paid at overtime rates for the hours spent attending the course.
- 16.10.2 Where an employee is directed to attend a course while rostered off duty, he or she may choose to either be paid at overtime rates or be credited with consolidated leave for the hours spent attending the course.
- 16.10.3 All travelling time shall be compensated in accordance with Clause 26, Travelling Compensation.
- 16.11 Stand Off
- 16.11.1 Where an employee is required by the Department to attend a course, any necessary stand off period shall be granted.
- 16.12 Payments in Advance
- 16.12.1 Employees attending a training course may, where reasonable and appropriate, elect to be advanced the following payments:
- accommodation allowance (subclause 16.2.3)
- meal allowances (subclause 16.3.3)
- incidental allowances (subclause 16.4.1)
- 16.12.2 The advice to employees of course arrangements shall be conveyed in writing and include details of the Centre at which claims for advance payments should be submitted. Submitted claims must include a copy of the relevant approval.
- 16.12.3 Accommodation allowances are only payable when approval is given for an employee to make his or her own accommodation arrangements.

17. Annual Leave

- 17.1 The provisions of subclauses 17.2 to 17.11 inclusive shall not apply to Executive Officers. The provisions of subclauses 17.12 to 17.17 inclusive shall not apply to Operational Firefighters. The provisions of subclause 17.18 shall apply to all employees.
- Operational Firefighters
- 17.2 Annual leave to the extent of 190 hours full pay shall accrue to each employee in respect of each completed year of service. This annual leave shall be added to the 91.2 hours on full pay of thirty-eight hour week leave referred to at subclause 8.1, resulting in a combined entitlement of 281.2 hours leave which shall be known as "Annual Leave." Employees shall over a 64 week cycle accrue 344.91 hours of this combined "Annual Leave", 336 hours of which shall be taken in accordance with the leave roster at subclause 17.3, and the residual 8.91 hours of which shall be converted to an annual amount of 7.25 hours per annum which shall be credited to each employee as consolidated leave on the anniversary of the employee's date of commencement of employment as an Operational Firefighter.
- 17.3 The leave roster shall require each employee to be allocated a leave group which shall operate over a 64 week cycle, during which time each employee shall, depending on their particular leave group, either:

- 17.3.1 work 1344 hours over a 32 week period, then take 192 hours of combined annual leave and 38 hour leave over a four week period, then work 1008 hours over a 24 week period, followed by 144 hours of combined annual leave and 38 hours leave over a four week period; or
- 17.3.2 work 1008 hours over a 24 week period, then take 192 hours of combined annual leave and 38 hour leave over a four week period, then work 1344 hours over a 32 week period, followed by 144 hours of combined annual leave and 38 hours leave over a four week period.
- 17.4 The Department may change an employee's leave group with reasonable notice provided that the following leave adjustments are made in order to ensure that employees conclude each period of "Annual Leave" neither in deficit nor credit for the thirty-eight hour week leave component (only) of their "Annual Leave" balance:
- 17.4.1 If the change of leave group delays the taking of annual leave and would therefore result in the accrual of additional thirty-eight hour week leave then the employee will not accrue that additional leave and will instead be credited with an equal number of hours of consolidated leave; and
- 17.4.2 If the change of leave group causes annual leave to be taken earlier, and before the employee would have accrued sufficient "Annual Leave", then the thirty-eight hour week leave component (only) of the employee's "Annual Leave" balance shall be zeroed at the conclusion of that annual leave period.
- 17.5 Where the commencing date of the rostered period of annual leave occurs whilst an employee is on sick leave and does not return to duty within seven days of such date, the employee concerned shall be entitled to elect whether to proceed immediately on annual leave or to commence annual leave on one of the next six succeeding Fridays.
- 17.6 Employees other than those stationed at Broken Hill or Moree shall on each anniversary of their appointment to the service be credited with 16 hours consolidated leave in addition to the period of annual leave prescribed by subclause 17.2.
- 17.7 Employees stationed at Broken Hill or Moree shall on each anniversary of their appointment to the service be credited with 38.75 hours consolidated leave in addition to the period of annual leave prescribed by subclause 17.2.
- 17.8 The taking of annual leave is subject to Departmental requirements and, when unforeseen circumstances arise, may be rescheduled by authority of the Commissioner, provided that the adjustment mechanism set out at subclause 17.4 shall then apply.
- 17.9 In the event of the termination of the employment of any employee for any cause with less than twelve months' service from the date of the last leave accrued, the employee shall be paid pro rata for leave for each month of service.
- 17.10 Occupants of Operational Support positions may apply in writing to take their annual leave at some other time and, if approved, such leave shall be deemed to have been taken in accordance with the leave roster, provided that:
- 17.10.1 employees' leave balances shall always be adjusted in accordance with the actual hours taken; and
- 17.10.2 employees must take at least four weeks annual leave in each twelve month period; and
- 17.10.3 annual leave taken under this subclause shall be taken either in one consecutive period or two periods which shall be of three weeks and one week respectively, or if the employee and the Department so agree, in either two, three or four separate periods and not otherwise; and

- 17.10.4 up to 410 hours of annual leave may be accrued before the Commissioner may direct an employee to take annual leave at a time convenient to the Department, in which case the Commissioner shall provide the employee at least 28 days notice.
- 17.11 Employees may apply in writing to swap one or more sets of shifts within their next three leave periods, and, if approved, the swapped leave shall be deemed to have been taken in accordance with the employee's own leave group.
- Executive Officers
- 17.12 Executive Officers shall accrue annual leave on full pay at the rate of twenty five (25) working days per year.
- 17.13 Executive Officers shall accrue annual leave from month to month only, but for the purpose of calculating annual leave which may be due on the cessation of employment, credit shall be given for periods of service of less than one (1) month.
- 17.14 Executive Officers may accrue annual leave up to a maximum of forty (40) working days. Unless approved otherwise by the Commissioner, the right to take any accrued annual leave in excess of forty (40) working days shall be forfeited.
- 17.15 The Commissioner may direct an Executive Officer to take such leave as is convenient to the workings of the Department.
- 17.16 Executive Officers shall not be granted annual leave for any period of less than a quarter day or in other than multiples of a quarter day.
- 17.17 Where application is made by an employee in writing to the Commissioner that, by reasons of special circumstances, which shall be specified, the Commissioner may authorise, in writing, the taking of annual leave at some other time to be determined by the Commissioner for the purpose of this Award, such leave shall be deemed to have been taken in accordance with the leave roster.

All Employees

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

18. Compassionate Leave

- 18.1 In no way restricting the right of the Commissioner to approve leave for compassionate reasons in other circumstances, an employee other than a casual employee, shall be entitled to up to two shifts (or two days in the case of day workers) compassionate leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person as prescribed in subclause 18.3 of this clause.
- 18.2 The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if requested by the employer, provide to the satisfaction of the employer proof of death.
- 18.3 Compassionate leave shall be available to the employee in respect to the death of a person being:
- 18.3.1 a spouse of the employee; or

- 18.3.2 a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis, although not legally married to that person; or
- 18.3.3 a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- 18.3.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 18.3.5 a relative of the employee who is a member of the same household where, for the purposes of this subclause:
- 18.3.5.1 "relative" means a person related by blood, marriage or affinity;
- 18.3.5.2 "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
- 18.3.5.3 "household" means a family group living in the same domestic dwelling.
- 18.4 An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- 18.5 Compassionate leave may be taken in conjunction with other leave available under subclauses 22.2, 22.3, 22.4 and 22.5 of the said clause 22. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the Department.

19. Examination and Assessment Leave

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

20. Long Service Leave

- 20.1 Subject also to the provisions of subclause 20.8, Long Service Leave calculated from the date of appointment to the service shall accrue to employees in accordance with the following entitlements:
- 20.1.1 After service for ten years, leave for two months on full pay or four months on half pay.
- 20.1.2 After service in excess of ten years:
- 20.1.2.1 Leave pursuant to subclause 20.1.1; and

- 20.1.2.2 In addition, an amount of leave proportionate to the length of service after ten years, calculated on the basis of five months on full pay or ten months on half pay, for ten years served after service for ten years.
- 20.1.2.3 Long Service Leave shall not include annual leave.
- 20.2 Where the services of an employee with at least five years but less than seven years service are terminated by the Department for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, the employee shall, for five years' service be entitled to one month's leave on full pay and for service after five years to a proportionate amount of leave on full pay calculated on the basis of three months' leave for fifteen years' service.
- 20.3 In the event of the termination of the employment of the employee other than by death, the monetary value of Long Service Leave due, if any, shall be paid to such employee.
- 20.4
- 20.4.1 Approval to take Long Service Leave as provided by this clause shall, subject to the exigencies of the Department, be granted by the Department as and when such leave becomes due (i.e. after seven years) or any time thereafter. Provided that an employee shall give notice, in writing, to the Department of the employee's intention to take such leave. Such notice shall be given at least twenty days before the date on which the employee intends to commence such leave.
- 20.4.2 Notwithstanding the provisions of subclause 20.4.1, the period of notice referred to in subclause 20.4.1 may be reduced on a case by case basis, subject to the discretion of the Commissioner.
- 20.5 Approval to take Long Service Leave may be deferred by the Commissioner due to Departmental requirements.
- 20.6 Long Service Leave may be taken in the following combinations and not otherwise:
- 20.6.1 In the case of employees working the roster systems prescribed by subclauses 8.3 and 8.4 of Clause 8, Hours of Work, in multiples of eight consecutive calendar days with a minimum period of eight consecutive calendar days.
- 20.6.2 In the case of employees working the roster systems prescribed by subclauses 8.5 and 8.6 of Clause 8, Hours of Work, or any other roster system agreed to between the Department and the Union based on a seven day cycle, in multiples of seven consecutive calendar days with a minimum period of seven consecutive calendar days.
- 20.6.3 Where approval is granted to take Long Service Leave on half pay the multiples and minimum periods specified in subclauses 20.6.1 and 20.6.2 shall be doubled.
- 20.7 Prior to an employee entering upon a period of Long Service Leave, the employee may elect to be paid with respect of the period of leave in one of the following ways:
- 20.7.1 in full when the employee commences the period of leave; or
- 20.7.2 at the same time as the employee's normal pay would have been paid if the worker had remained on duty.
- 20.8 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:
- 20.8.1 employees may apply to take pro-rata Long Service Leave after the completion of seven (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service Leave on resignation or termination.

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

- 20.8.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
- 20.8.2.2 The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.
- 20.8.2.3 Other leave entitlements, e.g., recreation leave, sick leave and Long Service Leave will accrue at the single time rate where an employee takes Long Service Leave at double time.
- 20.8.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.
- 20.8.2.5 Where an employee other than an Executive Officer elects to take Long Service Leave at double pay, the minimum & multiple periods of actual absence as prescribed in 20.6 shall apply. Where an Executive Officer elects to take Long Service Leave at double pay, the minimum period of actual absence should be not less than one week.

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

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

20.9 Entitlements to Extended Leave (Long Service Leave) pursuant to the Public Sector Employment and Management Act 2002 shall take effect on and from 5 October 1993, provided that the total years of service will count for the determination of entitlements accruing from that date.

21. Parental Leave

21.1 Definition of Parental Leave

21.1.1 For the purposes of this clause, parental leave is maternity leave, paternity leave or adoption leave.

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

21.1.3 Paternity leave is leave taken by a male employee who becomes a parent but is ineligible to be granted either maternity leave or adoption leave but is to be the primary care giver of a child or who wishes to share the child caring duties with their partner.

21.1.4 Adoption leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of five (5) years (other than a child who has previously lived continuously with the employee for a period of at least six (6) months or who is a child or step-child of the employee or of the employee's spouse).

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

21.2 Entitlement to Parental Leave

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

21.2.2 Maternity Leave - all female employees who do not have the necessary service as prescribed in subclause 21.3.1 for paid Maternity Leave, shall be entitled to unpaid maternity leave of up to fourteen (14) weeks before the expected date of birth of the child.

21.2.3 Paid Maternity Leave may be granted to a female employee subject to the following conditions -

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

21.2.3.2 Before the expected date of birth has completed not less than forty (40) weeks' continuous service. Paid Maternity Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay from the date Maternity Leave commences.

21.2.3.3 In addition to the unpaid or paid Maternity leave referred to in 21.2.2 & 21.2.3.2 respectively, all female employees shall be entitled to a further period of unpaid Maternity leave, provided that the total period of absence on Maternity leave shall not exceed sixty-one (61) weeks.

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

21.2.4 Short Adoption Leave is an unbroken period of fourteen (14) weeks of unpaid leave, taken by an employee who does not have the necessary service for paid Adoption Leave as prescribed in subclause 21.3.1, from the time of placement of the child.

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

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

21.2.5.2 Before the commencement of Adoption Leave the employee has completed not less than forty (40) weeks' continuous service.

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

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

21.2.5.5 In addition to the unpaid or paid Adoption leave referred to in 21.2.4 & 21.2.5 of this subclause respectively, all employees shall be entitled to a further period of unpaid Adoption leave, provided that the total period of absence on Adoption leave shall not exceed sixty-one (61) weeks.

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

21.2.6.1

21.2.6.1.1 an unbroken period of up to one (1) week unpaid leave (short paternity leave) at the time of the birth of the child, or other termination of the pregnancy, or

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

21.2.6.2 In addition to the unpaid or paid Paternity leave referred to in 21.2.6.1, all male employees shall be entitled to a further period of unpaid Paternity leave in order to be the primary care-giver of the child (extended paternity leave), provided that the total period of absence on Paternity leave shall not exceed fifty-two (52) weeks.

21.2.7 Except as provided for in subclause 21.2.3 and 21.2.5, Parental Leave shall not extend beyond a period of 1 year after the child was born or adopted.

21.3 Length of service for eligibility

21.3.1 A female employee is entitled to paid maternity leave or, in the case of both male and female employees, paid paternity or adoption leave only if the employee has had at least 40 weeks' continuous service.

21.3.2 There is no minimum period of employment for eligibility for unpaid parental leave.

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

21.3.3.1 any period of authorised leave or absence, and

21.3.3.2 any period of part-time work.

21.3.3.3 full or part time service within the Public Service or within a Public Sector organisation listed in the schedules attached to the Transferred Officers Extended Leave Act 1961 and in appendices A and B contained in the Personnel Handbook published by the DPE.

21.4 Notices and Documents required to be given to Commissioner

21.4.1 Maternity leave

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

21.4.1.1 The female employee should give at least 8 weeks' written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances),

21.4.1.2 The female employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which the employee proposes to start and end the period of leave,

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

21.4.2 Paternity leave

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

21.4.2.1 In the case of extended paternity leave, the employee should give at least 10 weeks written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances),

- 21.4.2.2 The employee must, at least 4 weeks before proceeding on leave, give notice of the dates on which the employee proposes to start and end the period of leave,
- 21.4.2.3 The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee's spouse is pregnant and the expected date of birth,
- 21.4.2.4 In the case of extended paternity leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - 21.4.2.4.1 any period of maternity leave sought or taken by his spouse, and
 - 21.4.2.4.2 that he is seeking that period of extended paternity leave to become the primary care-giver of a child.

21.4.3 Adoption leave

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

- 21.4.3.1 In the case of extended adoption leave, the employee should give written or oral notice of any approval or other decision to adopt a child at least 10 weeks before the expected date of placement (unless it is not reasonably practicable to do so in the circumstances),
- 21.4.3.2 The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least 14 days before proceeding on leave,
- 21.4.3.3 The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes,
- 21.4.3.4 In the case of extended adoption leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - 21.4.3.4.1 any period of adoption leave sought or taken by his or her spouse, and
 - 21.4.3.4.2 that the employee is seeking that period of extended adoption leave to become the primary care-giver of a child.

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

- 21.4.4.1 the child being born (or the pregnancy otherwise terminating) before the expected date of birth, or
- 21.4.4.2 the child being placed for adoption before the expected date of placement, or
- 21.4.4.3 other compelling circumstances.

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

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

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

21.5 Continuity of service

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

21.5.1 Any period of paid Adoption, paid Maternity or paid Paternity Leave shall count as full service for the purposes of determining progression either within a classification or from one classification to another. However, unpaid Parental Leave shall not count as service for determining such progression.

21.5.2 Adoption Leave on full pay, Maternity Leave at full pay and Paternity Leave at full pay shall count as full service for the purposes of determining all forms of leave.

21.5.3 Unpaid Parental Leave shall not count as service for determining any form of leave entitlement, except for Long Service Leave (Extended Leave) in cases where at least ten (10) years of service has been completed and unpaid Parental Leave does not exceed six (6) months.

21.6 Simultaneous taking of Parental Leave

Subject to subclause 21.20.1.1, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

21.6.1 For maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

21.6.2 For adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

21.7 Cancellation of Parental Leave

21.7.1 Before starting leave

Parental leave applied for but not commenced is automatically cancelled if:

21.7.1.1 the employee withdraws the application for leave by written notice to the Commissioner, or

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

21.7.2 After starting leave

If:

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

21.7.2.1.1 if a child is still-born the female employee may elect to take available sick leave or maternity leave;

21.7.2.1.2 in the event of a miscarriage any absence from work is to be covered by the current sick leave provisions; or

21.7.2.2 the child in respect of whom an employee is then on parental leave dies, or

21.7.2.3 the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue,

the employee is entitled to resume work at a time nominated by the Commissioner within 2 weeks after the date on which the employee gives the Commissioner a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

21.7.3 This provisions of subclause 21.7 do not affect an employee's entitlement to special maternity leave or special adoption leave.

21.8 Parental Leave and other Leave

21.8.1 An employee may take any annual leave, long service leave (extended leave) or consolidated leave to which the employee is entitled instead of or in conjunction with parental leave.

21.8.2 However, the total period of leave cannot be so extended beyond the maximum period of parental leave authorised by this clause.

21.8.3 The maximum period of parental leave authorised by this clause is reduced by any period of paid sick leave taken by the employee while on maternity leave.

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

21.8.4.1 annual leave, long service leave (extended leave) or consolidated leave, or

21.8.4.2 in the case of maternity leave - sick leave.

21.9 Employee and Commissioner may agree to interruption of parental leave by return to work

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

21.9.1.1 A female employee who gives birth to a living child shall not resume duty until six (6) weeks after the birth of the child unless special arrangements for early return are made at the request of the female employee and supported by a certificate from a qualified medical practitioner;

21.9.1.2 A female employee who has returned to full-time duty after less than her full entitlement to maternity leave, shall be entitled to revert to maternity leave either on a full-time or part-time basis if she so elects. This election may be exercised only once and a minimum of four (4) weeks notice (or less if acceptable to the Commissioner) of her intention to resume maternity leave must be given.

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

21.10 Extension of period of Parental Leave

21.10.1 An employee may extend the period of parental leave once only by giving the Commissioner notice in writing of the extended period at least fourteen (14) days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this clause.

21.10.2 Subject to the provisions of subclause 21.20, an employee may extend the period of parental leave at any time with the agreement of the Commissioner. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this clause.

21.10.3 This section applies to an extension of leave while the employee is on leave or before the employee commences leave.

21.11 Shortening of period of Parental Leave

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

21.12 Return to work after Parental Leave

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

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

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

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

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

21.13 Payment

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

21.13.1.1 in advance in a lump sum; or

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

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

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

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

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

21.13.2.1 in advance in a lump sum; or

21.13.2.2 on a normal fortnightly basis.

21.14 Commissioner's Obligations

21.14.1 Information to Employees

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

- 21.14.1.1 the employee's entitlements to parental leave under this clause, and
- 21.14.1.2 the employee's obligations to notify the Commissioner of any matter under this clause.

21.14.2 Records

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

21.15 Termination of Employment because of Pregnancy etc

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

- 21.15.1.1 the employee is pregnant or has applied to adopt a child, or
- 21.15.1.2 the employee has given birth to a child or has adopted a child, or
- 21.15.1.3 the employee has applied for, or is absent on, parental leave,

but otherwise the rights of the Commissioner in relation to termination of employment are not affected by this clause.

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

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

21.16 Replacement employees

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

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

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

21.17 Transfer to a Safe Job

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

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

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

21.17.2.2

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

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

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

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

21.17.2.5

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

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

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

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

21.18 Special Maternity Leave and Sick Leave

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

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

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

21.19 Special Adoption Leave

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

21.20 Right to request

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

21.20.1.1 to extend the period of simultaneous parental leave up to a maximum of eight weeks;

21.20.1.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

to assist the employee in reconciling work and parental responsibilities.

21.20.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business.

21.20.3 Employee's request and the employer's decision to be in writing:

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

21.21 Communication during parental leave

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

21.21.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

21.21.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

21.21.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken and whether the employee intends to return to work.

21.21.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 21.21.1.

22. Carer's Leave

22.1 Use of Sick Leave -

22.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 22.1.3.2, who needs the employee's care and support shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for at Clause 23 of this Award, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

22.1.2 The employee shall, if required, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by

another person. In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

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

22.1.3.1 the employee being responsible for the care of the person concerned; and

22.1.3.2 the person concerned being:

22.1.3.2.1 a spouse of the employee; or

22.1.3.2.2 a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis, although not legally married to that person; or

22.1.3.2.3 a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

22.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

22.1.3.2.5 a relative of the employee who is a member of the same household where, for the purposes of this subclause:

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

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

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

22.1.4 An employee shall, wherever practicable, give the Department notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Department by telephone of such absence at the first opportunity on the day of absence.

22.2 Unpaid Leave for Family Purpose -

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

22.3 Annual Leave -

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

22.4 Time Off in Lieu of Payment for Overtime -

22.4.1 An employee may elect, with the consent of the Department, to take time off in lieu of payment for overtime at a time or times agreed upon with the Department within twelve (12) months of the said election.

22.4.2 Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.

22.4.3 If having elected to take time as leave, in accordance with subclause 22.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the (twelve) 12 month period or on termination.

22.4.4 Where no election is made in accordance with subclause 22.4.1, the employee shall be paid their overtime in accordance with this Award.

22.5 Make-up Time -

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

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

23. Sick Leave

23.1 The management of sick leave by the Department will be underpinned by an Attendance Management System that seeks to support employees in maintaining their health and recovering from illness or incapacity, and ensuring that sick leave is used only for legitimate purposes.

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

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

23.4 Subject to the provisions of subclause 23.8, such employee shall forward to the Department's Health and Safety Branch by Electronic Self Service (ESS), a medical certificate stating the nature of the illness or incapacity and, if known, the date the employee is fit to resume duty. If a medical certificate does not specify the date the employee is fit to resume duty, the employee must, before being entitled to resume duty, forward a further medical certificate to the effect that the employee has recovered from the illness or incapacity and is fit for duty, unless the employer dispenses with this requirement. The Health and Safety Branch shall ensure that personal medical information provided pursuant to this clause is not disclosed to any employees of the Department outside of the Health and Safety Branch.

23.5 If so required, such employee shall submit to examination by the Department's medical officer.

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

23.7 The granting of sick leave, the duration thereof and the pay, if any, for the same shall be on the following basis:

23.7.1 One hundred and forty-four hours on full pay in any one year.

2.7.2 Effective 17 February 1997, the sick leave prescribed in 23.7.1 shall be fully cumulative less any sick leave taken.

23.7.3 Sick leave beyond the scale provided for shall be sick leave without pay.

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

Commitment to Reduction in Sick Leave Levels

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

Review Mechanisms

- 23.12 During the life of the Award, the Department and the Union will, at regular intervals, monitor and review the operation of the Attendance Management Policy for Permanent Firefighters and the data on reduction in average sick leave levels.
- 23.13 At each review the Department and the Union will assess progress against sick leave reduction targets.
- 23.14 Subject to clause 23.15, if targets are not being met the Department will, after consultation with the Union, identify and implement the additional measures required to meet the targets and will vary the Attendance Management Policy for Permanent Firefighters accordingly.
- 23.15 In the event of a dispute as to a proposed variation, then provided the Union notifies a dispute within 7 days, the issue as to any proposed variation will be dealt with by the Industrial Relations Commission and during that process the status quo in regards to sick leave then applying will operate unless otherwise varied or altered by the Commission.

Executive Officer entitlements

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

24. Special Leave for Union Activities

24.1 Attendance at Union Conferences/Meetings

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

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

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

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

24.1.3 Such leave is also subject to the Union:

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

24.1.3.3 providing the Department with confirmation of attendance of the accredited delegate.

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

24.1.4.1 release the accredited delegate for the duration of the conference or meeting;

24.1.4.2 grant special leave (with pay); and

24.1.4.3 ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

24.1.5 Period of Notice

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

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

24.1.6 Travel Time

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

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

24.1.7 Payment

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

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

24.1.9 Availability of Special Leave

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

24.2 Attendance at Courses/Seminars Conducted or Supported by TUEF

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

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

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

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

- 24.2.3.2 Expenses associated with attendance at such courses or seminars, e.g. fares, accommodation, meal costs, etc., will be required to be met by the employee concerned but, subject to the maximum prescribed in subclause 24.2.2., special leave may include travelling time necessarily required during working hours to attend courses or seminars;
- 24.2.3.3 Applications for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such a course or seminar and supports the application.

25. Court Attendance Entitlements

- 25.1 The provisions of this clause shall apply to employees attending Court and related conferences as a:
- 25.1.1 result of the duties performed by the employee in the employee's position with the Department, including attendance at an incident.
- 25.1.2 witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.
- 25.1.3 witness in a private capacity.
- 25.2 Attendance at Court as a result of the duties performed by an employee in the employee's position with the Department, including attendance at an incident.
- 25.2.1 Such attendance shall be regarded as attendance in an Official Capacity and uniform must be worn.
- 25.2.2 The employee is entitled to be reimbursed for all expenses reasonably and necessarily incurred in excess of any reimbursement for expenses paid by the Court. Any such claim shall be in accordance with Clause 26, Travelling Compensation. Other than as provided by subclause 25.2, employees are not entitled to claim nor retain any monies as witness' expenses. Any monies received, other than reimbursement of expenses actually and necessarily incurred, shall be paid to the Department.
- 25.2.3 Where the employee is required to attend while off duty, overtime shall be paid from the time of arrival at the Court to the time of departure from the Court. Travelling time shall be compensated in accordance with Clause 26, Travelling Compensation. Where approval has been given to the employee to use the employee's private vehicle, employees shall be entitled to receive the appropriate Specified Journey Rate prescribed at Item 1 of Table 4 of Part C. All public transport costs, reasonably and necessarily incurred, shall be fully reimbursed.
- 25.2.4 Where the employee receives a subpoena or notification of a requirement to attend Court, the employee must ensure that the Officer-in-Charge is informed of those commitments immediately. As far as is practicable, employees who are required to attend Court in an Official Capacity shall do so free from their ordinary duties and responsibilities.
- 25.2.5 The following provisions are to apply to ensure that employees attending Court are given adequate time free from duty to meet Court commitments:-
- 25.2.5.1 Day Shift
- Where an employee is rostered to work a day shift arrangements must be made within the normal protocol for the employee to be relieved whilst attending Court.
- 25.2.5.2 Night Shift

An employee required to attend Court shall not be rostered for duty on the night shift which ceases on the day of the Court proceedings. When the employee is released from duty at the Court, and if required to report for duty that evening, such duty shall not commence until an eight hour break has been taken, pursuant to subclause 9.9 of Clause 9, Overtime.

25.2.6 Where the employee is recalled to duty to attend Court while on Annual or Long Service Leave:

- 25.2.6.1 For each day or part thereof, such employee may elect to be recredited with a full days leave or to be paid a minimum of eight hours at the rate of time and one half (i.e., half time in addition) for the first two hours and double time (i.e., time in addition) thereafter.
- 25.2.6.2 Time worked in excess of eight hours on any recall to duty during annual or long service leave shall be compensated at the rate of double time. The calculation of time worked for the purpose of calculating double time shall commence from the time duty commences at Court until the employee is excused from the Court.
- 25.2.6.3 Where the combined period of travelling time and Court attendance is less than or equal to eight hours, travelling time is included in the minimum payment prescribed in subclause 25.2.6.1. Where the combined period of Court attendance and travelling time exceeds eight hours, the excess travelling time shall be compensated for in terms of Clause 26, Travelling Compensation.

25.2.7 Where an employee is subpoenaed to attend Court while on Sick Leave it is the responsibility of the employee to ensure that the circumstances are communicated to the Court. If the employee is still required to and does attend Court, the sick leave debited for that period will be recredited and the entitlement to reimbursement of expenses referred to above shall apply.

25.2.8 "Stand-By"

- 25.2.8.1 "Stand-By" for the purposes of this clause only, means a period when an employee is required to be immediately available, upon notice, to attend Court.
- 25.2.8.2 Where an employee is required to be on stand-by during a shift or, during any period when the employee is rostered off duty, the employee must, as soon as the requirement is known, advise his/her Officer-in-Charge.
- 25.2.8.3 Written confirmation from the Court of such necessity to be on Stand-By must also be provided.
- 25.2.8.4 Where an employee is rostered off-duty and is on Stand-By, the employee shall be entitled to be paid the appropriate amounts set at Item 18 of Table 3 of Part C.

25.3 Where an Employee Attends Court as a Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.

25.3.1 Employees shall be granted special leave of absence with pay for the period they are necessarily absent from duty, and shall pay to the Department all monies paid to them as witnesses, other than monies paid as a reimbursement of out of pocket expenses incurred by them in consequence of being so subpoenaed.

25.4 Where an Employee Attends Court in a Private Capacity, (i.e., not subpoenaed by the Crown).

25.4.1 Employees shall be granted leave of absence without pay for the period they are necessarily absent from duty or, if they so desire, may apply for consolidated leave and, in either case, may retain monies paid to them as witnesses.

26. Travelling Compensation

26.1 Excess Travelling Time

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

26.1.1 If the travel is on a non-working day and is undertaken by direction of the Commissioner or an authorised officer, the Operational Firefighter is entitled to the benefit of subclause 26.1.

26.1.2 Where the travel is on a working day, the excess time spent travelling before the normal commencing time or after the normal ceasing time, rounded to the lower quarter hour, shall be counted for the benefit of subclause 26.1.

26.1.3 Payment for excess travelling time on both a working day and a non-working day shall be at the Operational Firefighter's ordinary rate of pay on an hourly basis (calculated by dividing the "Per Week" rate of pay by 40) subject to a ceiling of the hourly rate of pay of a Station Officer set at Item 3 of Table 4 of Part C.

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

26.1.5 Travelling time does not include time spent:

26.1.5.1. travelling on permanent transfer where the transfer involves promotion with increased salary; or as a consequence of a breach of discipline by the employee; or is at the employee's request; or is under an arrangement between employees to exchange positions;

26.1.5.2 travelling by ship on which meals and accommodation are provided; or

26.1.5.3 taking a meal when the employee stops a journey to take the meal.

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

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

26.2 Waiting Time

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

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

26.2.1.1 the time between arrival at the centre and the commencement of duty; and

26.2.1.2 the time between ceasing duty and the time of departure from the centre.

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

26.2.2.1 if duty is performed on the day of arrival, the time less one hour between arrival and the commencement of duty; and

26.2.2.2 if duty is performed on the day of departure, the time less one hour from the completion of duty to departure; or

- 26.2.2.3 if no duty is performed on day of departure the time after 0830 hours until departure.

26.3 Meal Allowances

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

- 26.3.1.1 For breakfast when required to commence travel at/or before 0600 hours and at least one and a half hours before the normal commencing time, the amount set at Item 4 of Table 4 of Part C.
- 26.3.1.2 For lunch when, by reason of the journey, an employee is unable to take lunch at the place or in the manner in which the employee ordinarily takes lunch and is put to additional expense, the amount set at Item 5 of Table 4 of Part C or an amount equivalent to the additional expense, whichever is the lesser.
- 26.3.1.3 For an evening meal when required to work or travel until or beyond 1830 hours and at least one and a half hours after the ordinary ceasing time, an amount set at Item 6 of Table 4 of Part C.
- 26.3.1.4 Meal Allowances shall not be paid where the employee is provided with an adequate meal.

26.4 Accommodation Allowances

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

- 26.4.1. For the first 35 calendar days, the appropriate amounts set at Item 7 of Table 4 of Part C; or
- 26.4.2 The actual necessary expenses for meals and accommodation (actuals), together with incidental expenses as appropriate, set at Item 8 of Table 4 of Part C. The necessary expenses do not include morning and afternoon tea.
- 26.4.3 After the first 35 calendar days and for up to six months an employee shall be paid an allowance at the rate set at Item 9 of Table 4 of Part C provided the allowance paid to an employee, temporarily located in Broken Hill, shall be increased by 20%. The allowance is not payable in respect of:
- 26.4.3.1 Any period during which the employee returns home on weekends or public holidays commencing with the time of arrival at the residence and ending at the time of departure from the residence; or
- 26.4.3.2 Any other period during which the employee is absent from the temporary work location (including leave) otherwise than on official duty, unless approved by the Commissioner.
- 26.4.4 The capital city rate shall apply to Sydney as bounded by the GSA.
- 26.4.5
- 26.4.5.1 Where an employee proceeds directly to a temporary work location in a Capital city and returns direct, the Capital city rate applies to the whole absence.

- 26.4.5.2 Where an employee breaks the journey, other than for a meal, in a centre that is not a capital city, the capital city rate applies only in respect of the time spent in the capital city, the elsewhere rate applies to the remainder of the absence.

26.5 Incidental Expenses Allowances - Government Provided Accommodation

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

26.6 Additional Provisions

26.6.1 Unless specifically provided for in Clause 12, Relieving Provisions, Clause 16, Training Course Attendance Entitlements or Clause 25, Court Attendance Entitlements, the provisions of this clause shall not apply in the circumstances provided for by those clauses. Nor do they apply to Recruits undertaking College training.

26.6.2 When an employee is required to travel to a temporary work location or to attend a training course or conference on what would normally be regarded as a one day journey and the time of travel will exceed four hours on any one day in addition to the normal hours of work, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence to avoid such travel time on any day and in such case shall be entitled to the accommodation allowances as appropriate.

26.6.3 The claim for an accommodation allowance or reimbursement of expenses shall be for the whole of the period of absence and cannot be dissected into part of the time of the absence by way of allowance and part of the absence being compensated by reimbursement.

26.6.4 When an employee in receipt of an accommodation allowance is granted special leave to return home from a temporary work location, the employee shall be reimbursed for the cost of the return rail fare or if a first class rail service is reasonably available, the cost of a first class return rail fare, or a motor vehicle allowance at the appropriate specified journey rate set at Item 1 of Table 4 of Part C to the value of the rail fares. No taxi fares or other incidental expenses are payable.

26.6.5 An employee shall be entitled to the option of using public transport or reimbursement for the use of the employee's private vehicle on the following basis:

26.6.5.1 Reimbursement is not to be paid for a journey if an official motor vehicle is available for the journey.

26.6.5.2 If an official motor vehicle was not available but public transport was reasonably available for the journey, the amount of any reimbursement is not to exceed the cost of the journey by public transport.

26.6.5.3 Where the employee elects to use a private vehicle the employee shall be reimbursed at the specified journey rate prescribed from time to time or the cost of public transport, whichever, unless the Commissioner approves otherwise, is the lesser.

26.6.5.4 Where an official motor vehicle is not available, and public transport was not reasonably available for the journey, if the employee agrees to use the employee's

private vehicle, reimbursement shall be at the appropriate Official Business rate set at Item 11 of Table 4 of Part C.

- 26.6.5.5 Where the meal allowance or the accommodation allowance is insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid so as to reimburse the employee for the additional expenses incurred subject to the following:
- 26.6.5.5.1 The Commissioner may require the production of receipts or other proof that expenditure was incurred.
 - 26.6.5.5.2 If any expense in respect of which an allowance is payable was not properly and reasonably incurred by the employee in the performance of official duties, payment of the allowance may be refused or the amount of the allowance may be reduced.
 - 26.6.5.5.3 If any purported expense was not incurred by the employee, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 26.6.5.6 The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.
- 26.6.5.7 Unless special circumstances exist, the employee's work, the mode of transport used and the employee's travel itineraries are to be organised and approved in advance so that compensation for excess travel time and payment of allowances is reasonably minimised.

26.7 Claims

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

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

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

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

26.8

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

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

27. Notice of Transfer

- 27.1 When an employee is to be transferred to work at a new location and/or to a different platoon, the Commissioner shall give the employee the following notice -
- 27.1.1 Seven (7) days notice when the transfer is within the same fire district or within the GSA and on the same platoon,
 - 27.1.2 Fourteen (14) days notice when the transfer is within the same fire district or within the GSA but to a different platoon,
 - 27.1.3 Twenty eight (28) days notice when the transfer is outside the GSA or the employee's current fire district, and such notice shall be confirmed in writing.
- 27.2 An employee may elect to waive, in whole or in part, the notice requirements of subclause 27.1.

28. Transfers Outside of the GSA

This Clause prescribes the transfer arrangements which shall apply in the case of all Operational Firefighter vacancies which arise outside of the GSA on and from 1 May 2006.

28.1 Transfer Register Applications

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

28.2 Transfer Registers

- 28.2.1 Country Transfer Registers:

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

28.2.2 Regional Transfer Registers:

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

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

28.2.3.1 Notwithstanding the provisions of subclause 28.4.2, an applicant who satisfies the provisions of subclause 28.4.3 and has done so for a period of 2 or more consecutive years leading up to the date of creation of a Transfer Register shall be placed at the top of that Residential Transfer Register. Where more than one applicant satisfies this provision, placement on that Residential Transfer Register shall be determined by a ballot conducted by the Manager Operational Personnel; and

28.2.3.2 Applicants who are unable to satisfy the provisions of subclause 28.2.3.1 shall be placed at the top of the relevant General Transfer Register. Where more than one such application is received, the order of placement shall be determined by way of a ballot conducted by the Manager Operational Personnel.

28.3 Operation of Transfer Registers

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

28.3.1.1 in the case of Non-Officers, for each of the Country Transfer Register areas and Regional Transfer Register areas listed at subclauses 28.2.1 and 28.2.2;

- 28.3.1.2 in the case of Officers, for each of the Regional Transfer Register areas listed at subclause 28.2.2; and
- 28.3.1.3 in the case of Senior Officers, for each of the Regional Transfer Register areas listed at subclause 28.2.2. Provided that there shall not be a Blue Mountains Regional Transfer Register, a Maitland Transfer Register or a Northern Rivers Regional Transfer Register for Senior Officers, and that vacancies which occur within those areas shall be filled in accordance with subclause 28.7.
- 28.3.2
- 28.3.2.1 Each General Transfer Register shall detail each applicant's employee service number, their name, the date of their original application for transfer and, if applicable, the date their application for residential priority status was accepted, the date they were elevated to that area's Residential Transfer Register and/or the date of their eventual transfer to the area in question.
- 28.3.2.2 Each Residential Transfer Register shall detail each applicant's employee service number, their name, the date of their original application for transfer, the date their application for residential priority status was accepted, the date they were elevated to that area's Residential Transfer Register and, if applicable, the date of their eventual transfer to the area in question.
- 28.3.3 The order of placement of each employee upon each Transfer Register shall be determined:
- 28.3.3.1 in the case of General Transfer Registers, by order of the date upon which the employee made application for placement upon that Transfer Register. Where more than one application for the same Transfer Register is submitted on the same day, the Manager Operational Personnel shall determine the order of placement of those multiple applicants by way of ballot; and
- 28.3.3.2 in the case of Residential Transfer Registers, by order of the date upon which the employee was elevated to that Residential Transfer Register. Subject to the provisions of 28.4.3, 28.4.7.1 and 28.4.7.2, an employee's elevation to a Residential Transfer Register shall be subject to: firstly, the employee having held a position on the relevant General Transfer Register for at least two years; and secondly, the employee having been recognised as having met and maintained residential priority status for that Transfer Register's area for at least two years.
- 28.3.4 Subject to the arrangements applying to Leading Firefighters and Leading Station Officers at subclauses 28.1.4 and 28.3.5, transfers shall be offered to employees upon the occurrence of a vacancy in the following order:
- 28.3.4.1 Firstly, by reference to the relevant Residential Transfer Register, with the first offer to be made to the highest placed employee on that Register and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled.
- 28.3.4.2 In the event that no employee exists on the relevant Residential Transfer Register, or that all employees on that Residential Transfer Register decline the offer of transfer, the vacancy shall then be offered to all employees on the relevant General Transfer Register, with the first offer to be made to the highest placed employee on that Register and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled.
- 28.3.4.3 In the event that no employee exists on the relevant General Transfer Register and/or all employees on that General Transfer Register decline the offer of transfer, the vacancy shall then be advertised for and open to all eligible employees.

28.3.5 An employee who accepts an offer of transfer pursuant to subclause 28.3.4 shall be released from their current position within twenty eight (28) days and transferred to that Transfer Register area. Declining an offer of transfer shall result in an employee's removal from the relevant Transfer Register. Employees who are so removed and who subsequently re-apply for placement on that Transfer Register will be required pursuant to subclause 28.4.6 to seek and hold residential priority for two years following their re-application in order to be elevated to that Residential Transfer Register.

28.3.6 The Department shall make available copies of all Transfer Registers to employees in the manner agreed between the Department and the Union.

28.4 Residential Priority

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

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

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

28.4.3.1 within the Transfer Register area in question, or

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

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

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

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

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

28.4.5 The Manager Operational Personnel shall acknowledge and review all reports submitted pursuant to subclause 28.4.4. If an employee's transfer or revised primary residence location means that the employee no longer satisfies the residential priority requirements of subclause 28.4.3, then the employee's records upon the relevant Transfer Register(s) shall be adjusted accordingly. It

shall remain the responsibility of employees to apply for any additional residential priority status which may arise as a result of their transfer or revised primary residence.

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

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

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

28.4.7.2 if holding a position on a Regional area's Residential Transfer Register for Firefighters at the time of their progression then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding Residential Transfer Register for Officers as of the date of that progression;

28.4.7.3 if holding a position on a Regional area's General Transfer Register for Firefighters at the time of their progression, and holding residential priority status for that area, then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Officers as of the date of that progression and recognised for the purposes of subclause 28.4.6 for that period of residential qualification already accrued.

28.4.7.4 if holding a position on a Regional area's General Transfer Register for Firefighters at the time of their progression, but without holding residential priority status for that area, then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Officers as of the date of that progression.

28.4.8 In the case of Station Officers who are progressed to Leading Station Officer:

28.4.8.1 if stationed within a Regional Transfer Register area at the time of their progression then subject to subclause 28.3.1.3, such employees who make application pursuant to subclause 28.1 within three months of the date of their progression shall be placed on the corresponding Residential Transfer Register for Senior Officers as of the date of that progression;

28.4.8.2 if holding a position on a Regional area's Residential Transfer Register for Officers at the time of their progression then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding Residential Transfer Register for Senior Officers as of the date of that progression;

28.4.8.3 if holding a position on a Regional area's General Transfer Register for Officers at the time of their progression, and holding residential priority status for that area, then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to

subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Senior Officers as of the date of that progression and recognised for the purposes of subclause 28.4.6 for that period of residential qualification already accrued;

28.4.8.4 if holding a position on a Regional area's General Transfer Register for Officers at the time of their progression, but without holding residential priority status for that area, then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Senior Officers as of the date of that progression.

28.4.9 Employees who are stationed within a Transfer Register area at the time of their appointment to an Operational Support position and who make application pursuant to subclause 28.1 within three months of the date of their appointment shall be placed on that area's Residential Transfer Register as of the date of that appointment.

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

28.5 Appeals concerning Residential Priority

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

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

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

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

28.6 Newcastle Communication Centre

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

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

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

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

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

28.7 Country Officers, Country Senior Officers and Operational Support Staff

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

28.7.2 Country Officers

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

28.7.2.1.1 Station Officers;

28.7.2.1.2 Leading Station Officers;

28.7.2.1.3 Leading Firefighters; and

28.7.2.1.4 Senior Firefighters with at least 36 months service with Fire and Rescue NSW as a Senior Firefighter who have been accepted onto the Leading Firefighter Program pursuant to subclause 13.7.3 but who are yet to satisfactorily complete the Program.

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

28.7.2.3 A Senior Firefighter who successfully applies for a Country Officer vacancy pursuant to subclause 28.7.2.1 or 28.7.2.2 shall be required to satisfactorily complete the Leading Firefighter Program prior to their transfer to the station/location and performance of the duties of the vacant Country Officer position pursuant to subclause 7.5.2, provided that a Senior Firefighter who successfully applies for a Country Officer vacancy pursuant to subclause 28.7.2.2 and who then satisfactorily completes the Leading Firefighter Program shall not be progressed to Leading Firefighter and/or promoted to Station Officer until they also satisfactorily complete the Station Officer Program.

28.7.3 Country Senior Officers

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

28.7.3.1.1 Inspectors;

28.7.3.1.2 Leading Station Officers; and

28.7.3.1.3 Station Officers with at least 24 months service with Fire and Rescue NSW as a Station Officer and who have been accepted onto the to Leading Station Officer Program pursuant to subclause 13.9.3 but who are yet to satisfactorily complete the Program.

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

28.7.3.3 A Station Officer who successfully applies for a Country Senior Officer vacancy pursuant to subclause 28.7.3.1 or 28.7.3.2 shall be required to satisfactorily complete the Leading Station Officer Program prior to their transfer to the station/location and performance of the duties of the vacant Country Senior Officer position pursuant to subclause 7.5.3, provided that a Station Officer who successfully applies for a Country Senior Officer vacancy pursuant to subclause 28.7.3.2 and who then satisfactorily completes the Leading Station Officer Program shall not be progressed to Leading Station Officer and/or promoted to Inspector until they also satisfactorily complete the Inspector Program.

28.7.4 Operational Support staff

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

28.7.4.2 In the event that no Inspectors, Leading Station Officers or eligible Station Officers (as defined by subclause 14.12) apply for an Operational Support Inspector position, or that the merit selection process finds those who did apply unsuitable for the Operational Support Inspector position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from Station Officers with at least 24 months service with Fire and Rescue NSW as a Station Officer as of the closing date for applications.

28.7.4.3 A Station Officer who successfully applies for an Operational Support Inspector vacancy pursuant to subclause 28.7.4.1 or 28.7.4.2 shall be required to satisfactorily complete the Leading Station Officer Program prior to their transfer to and performance of the duties of the vacant Operational Support Inspector position pursuant to subclause 7.5.4, provided that a Station Officer who successfully applies for an Operational Support Inspector vacancy pursuant to subclause 28.7.4.2 and who then satisfactorily completes the Leading Station Officer Program shall not be progressed to Leading Station Officer and/or promoted to Inspector until they also satisfactorily complete the Inspector Program.

29. Transferred Employee's Compensation

29.1 When an employee has been given notice of transfer to work in a new location and the Commissioner requires that the employee move to new accommodation, and the transfer is not subject to the exceptions set out below, the employee shall be eligible for leave or credit of leave, reimbursement of costs, and to be paid allowances set out herein.

29.2 Exceptions

29.2.1 Unless special and exceptional circumstances exist, the exceptions exclude from the benefit of this clause employees who are transferred:

at their own request;

under an arrangement between employees to exchange positions;

on account of the employee's breach of discipline;

from one station/location within the Metropolitan Area to another station/location within the Metropolitan Area, or within the same Zone.

29.2.2 For purposes of this clause, Metropolitan Area means and includes the Sydney Region as defined by the Department of Planning but also including the area referred to as the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt. Victoria and on the Illawarra Line as far as Wollongong.

29.2.3 Employees who are transferred as a result of inclusion in a transfer list established in accordance with Clause 28 of this Award shall, for the purposes of this Clause, be deemed to have been transferred "at their own request" and shall not be eligible for the entitlements set out in this Clause.

29.2.4 Notwithstanding the provisions of subclause 29.2.1, employees who are transferred by way of a merit selection process, including employees promoted to a rank that necessitates a transfer, shall attract the relevant entitlements of this Clause.

29.2.5 Notwithstanding the provisions of subclause 29.2.1, employees who received compensation for transferring to a particular station/location shall, after a period of not less than 2 years service at that location, be entitled to the provisions of this Clause upon transfer to the GSA.

29.3 This clause does not alter the transfer procedures, as at the date of making of this Award, set out in Standing Orders. Any variation to those procedures shall be by agreement between the Department and Union.

29.4 Leave

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

29.4.1 Sixteen (16) working hours to visit the new location with a view to obtaining accommodation,

29.4.2 Sixteen (16) working hours to prepare and pack personal and household effects prior to removal or for the purpose of arranging storage,

29.4.3 Such leave as is necessary to travel to the new location for the purposes of obtaining suitable accommodation and/or to commence duty,

29.4.4 Eight (8) hours for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises.

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

29.4.5 Provided suitable arrangements can be made for a performance of duties, an employee working a special roster who has been unable to secure accommodation for the family at the new location is entitled to sufficient special leave to permit a return home on weekends once each month to spend two consecutive days and nights with the family, together with an additional day and night in respect of each public holiday occurring in conjunction with the weekend and on which the

employee would not normally be rostered for duty. This leave is limited to the time necessarily required in travelling on the day preceding and the day following such weekend.

29.4.6 Where a transferred employee working a special roster is located in a district where a return home once each month is not possible, such employee, after four weeks at the new location, will be entitled to sufficient leave to allow the transferred employee two consecutive days and nights at a weekend with the family. Following that four weeks, the employee will be allowed to accumulate special leave at the rate of sixteen (16) working hours per month until sufficient leave is available to allow the return home at a weekend for a similar period.

29.4.7 Special Roster is the roster specified at subclause 8.6 of this Award.

29.5 Cost of Temporary Accommodation

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

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

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

29.5.2 Where a transferred employee maintaining dependant relatives moves to the new location ahead of dependants, and permanent accommodation is not available, necessary board and lodging expenses in excess of the amount set at Item 13 of Table 4 of Part C, per week to a maximum allowance of the amount set at Item 12 of Table 4 of Part C, per week shall be payable.

29.5.3 Where a transferred employee not maintaining dependant relatives in the home is unable to secure permanent accommodation at the new location, the employee is to be paid an allowance of up to 50% of the total cost of board and lodging for a maximum period of four (4) weeks subject to a maximum the amount set at Item 12 of Table 4 of Part C, per week. Where the period of four (4) weeks is not sufficient for the employee to find suitable permanent accommodation, full particulars should be provided to allow the DPE to consider the extension of this provision.

29.5.4 An employee receiving an allowance for temporary accommodation as set out above is entitled to a laundry (not dry cleaning) allowance as set out at:

29.5.4.1 Item 14 of Table 4 of Part C, per week if the employee only is in temporary accommodation;

29.5.4.2 Actual expenses to a maximum as set at Item 15 of Table 4 of Part C, per week if the employee and dependants are in temporary accommodation.

29.5.5 Where an employee, together with dependants are in temporary accommodation the allowances may be paid until either

29.5.5.1 a suitable residence becomes available; or

29.5.5.2 up to twenty six (26) weeks if the transfer is to the country; or

29.5.5.3 up to thirteen (13) weeks if the transfer is to the Sydney Metropolitan Area,

whichever is the sooner. The payment of allowances in all cases is subject to:

- 29.5.5.4 the production of receipts;
- 29.5.5.5 a written undertaking that any reasonable offer of accommodation will be accepted;
- 29.5.5.6 evidence that the employee is taking all reasonable steps to secure a residence.

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

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

29.6 Removal Costs

- 29.6.1 A transferred employee is entitled to reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location. Provided that the journey is travelled by the shortest practicable route and completed within a reasonable time, these costs will include the actual and reasonable expenses incurred by the employee and dependants for meals and accommodation during the course of the journey.

- 29.6.2 Removal expenses allowed under this clause includes the costs of insuring furniture and effects whilst in transit up to an amount set at Item 16 of Table 4 of Part C. Where the insured value exceeds amount, the case should be referred to the DPE for consideration. They should be provided with an inventory of items to be transferred together with a declaration that all items included in that policy are being removed or stored, or, a certificate of valuation from a registered valuer certifying the value of furniture and effects being removed or stored.

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

29.6.3

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

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

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

- 29.6.5 When an employee uses a private vehicle for the purposes of official business and finds it necessary to transport another private vehicle, normally used by a dependant relative maintained

in the household, the cost of transporting or driving that second vehicle to the employee's new location shall be part of the removal costs and the employee may be paid either the cost of transportation by road or rail or, if the vehicle is driven to the new location, a car allowance at the specified journey rate set at Item 1 of Table 4 of Part C.

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

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

29.7 Storage of Furniture

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

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

29.8 Costs of Personal Transport

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

29.8.2 The transferred employee and all members of the household, when travelling to the new location for the purpose of commencing duty, shall be entitled to rail fares or reimbursement for the use of the private vehicle, as set out in subclause 29.8.1, provided that, where the members of the employee's household do not travel on the same occasion as the employee, the entitlement for their personal transport shall be deferred until such time as travel to take up residence at the employee's new location occurs.

29.8.3 A transferred employee working the special roster specified at subclause 8.6, who has been unable to secure accommodation for the family at the new location, who is entitled to special leave to permit a return home at weekends, shall be entitled to the option of rail fares or reimbursement for the use of a private vehicle as set out in subclause 29.8.1 when proceeding on leave.

29.8.4 Car allowance in respect of travel by the employee involved in taking up duty at the new location shall be at the official business rate as set at Item 11 of Table 4 of Part C.

29.8.5 When an overall saving to the Department would eventuate, an employee and one member of the household, when proceeding to visit the new location with a view to obtaining suitable accommodation, shall be entitled to economy class air fares in lieu of rail fares or reimbursement of the use of a private motor vehicle.

29.8.6 When an employee travels to the new location with a view to obtaining suitable accommodation and incurs expenses in relation to overnight accommodation, the employee shall be reimbursed the reasonable and actual cost of accommodation and meals for self and a member of the household provided the amount to be reimbursed does not exceed sustenance allowances allowed under Clause 26, Travelling Compensation.

29.9 Education of Children

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

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

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

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

29.10 Conveyancing and Other Costs

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

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

- 29.10.2 Where an employee is entitled to reimbursement, the following expenses shall be covered:
- 29.10.2.1 Stamp Duty;
 - 29.10.2.2 Where the employee has engaged a Real Estate Agent to sell the residence at the former location, the commission due to the Estate Agent.
- 29.10.3 Reimbursement of expenses shall be made where the sale of the employee's former residence and the purchase of either a residence or land is effected within a period commencing not earlier than six (6) months prior to the employee's transfer and ending not more than four (4) years after such transfer. The Department will be prepared to consider individual cases where the four (4) year period has been exceeded but will require full details of why sale and/or purchase of the transferred employee's residence could not be completed in the four (4) year period.
- 29.10.4 Where a transferred employee owns a residence at a former location and has taken up rented accommodation on transfer, the employee shall be regarded as covered by these provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or on a subsequent transfer provided the period of not more than four (4) years has elapsed since the employee's immediately preceding transfer.
- 29.10.5 Where it is not practicable for the transferred employee to purchase residence in the new location and such employee has disposed of the former residence, such employee is not to be excluded from the benefit of this clause when subsequently purchasing a residence in the new location on a current or subsequent transfer within the four (4) year period.
- 29.10.6 There is an upper ceiling, as set at Item 21 of Table 4 of Part C, on prices of the properties involved in either the sale or the purchase. This limit applies where employees are relocated from a Metropolitan Area to the country irrespective of the size, the value and the commerciality of the property being purchased provided transferred employees are not entitled to the reimbursement of costs involved in transactions where the sale or purchase of a large rural property or commercial premises might be involved.
- 29.10.7 Where a transferred employee dies before completion of either or both the sale or purchase transactions, the expenses incurred in such transactions, up to and including the finalisation of such transactions shall be payable by the Department and the family of the deceased employee is not required to reimburse the Department such expenses.

29.11 Stamp Duty and Other Charges

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

- 29.11.1 Stamp Duty in respect of the purchase of the residence or the land and the house erected thereon at the new location;
- 29.11.2 Stamp Duty paid in respect of any mortgage entered into or the discharge of a mortgage in connection with the sale or purchase;
- 29.11.3 Registration fees on transfers and mortgages on the residence or the land and the house erected on the land on the following basis -
 - 29.11.3.1 where the purchase is completed and the employee enters into occupation of the residence within 15 months of transfer, the reimbursement of Stamp Duty in full;
 - 29.11.3.2 where the occupation of the residence purchased or erected is not completed within fifteen (15) months but is completed within four years of transfer, reimbursement

of Stamp Duty is not to exceed the amount which would have been payable had the sale and purchase prices of the properties been the amount set at Item 21 of Table 4 of Part C, in each case.

29.11.4 A transferred employee who, as a consequence of the transfer to a new location, does not sell a residence at the former location but buys a residence or land upon which to erect a residence at a new location, is entitled to be reimbursed:

29.11.4.1 Stamp Duty in respect of the purchase of the residence or the land and a house erected on that land;

29.11.4.2 Stamp Duty paid on any mortgage entered into in connection with the purchase; and

29.11.4.3 Registration fees on transfer and mortgages on the residence or the land and a house erected on the land,

provided the employee enters into occupation of the residence within fifteen (15) months of transfer to the new location.

29.12 Incidental Costs

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

29.12.2 A transferred employee will be entitled to reimbursement of non-refundable costs in respect of the connection of gas and electricity supplies and of telephone installation at the new residence provided that:

29.12.2.1 the connection of gas and electricity supplies were available to the land at the time of purchase and/or

29.12.2.2 the cost of the telephone installation is to be reimbursed only where a telephone was installed at the former residence.

29.12.3 A transferred employee entitled to the reimbursement of conveyancing and other costs is entitled to reimbursement of the cost of survey certificates, pest certificates and/or Building Society registration fees reasonably incurred in seeking financial accommodation to purchase the new residence or the land upon which to erect a new residence and the fees associated with discharging the mortgage on the former residence.

29.12.4 A transferred employee shall be entitled to reimbursement for the fees charged by Australia Post for re-direction of mail for the first month following vacation of the former residence.

29.13 Relocation on Retirement

29.13.1 Upon retirement at a place other than the place of original recruitment to the Department, an employee is entitled to be reimbursed the costs actually and necessarily incurred in removing personal household effects to a location of the employee's choice together with the cost of insuring the same against damage in transit provided -

29.13.1.1 the maximum amount of such reimbursement shall be limited to that payable had the employee moved to the place of original recruitment; and

29.13.1.2 the employee's relocation is effected within twelve (12) months following retirement.

29.13.2 The above provision shall apply to any claims made by the widow or widower within a period of twelve (12) months of the transferred employee's death. In such cases the Commissioner will also be prepared to consider claims made by children or dependent relatives of the deceased in similar circumstances but will require full particulars as to the reasons.

29.14 Additional Provisions

29.14.1 Nothing contained in the provisions of this clause pertaining to leave shall deprive the employee of compensation for time spent in travelling.

29.14.2 Where the spouse of a transferred employee is also employed in the NSW Public Service and is also transferred, the assistance payable under this clause or under the Crown Employee's general provisions is to be paid to one partner only. This does not operate to restrict the leave entitlement of the transferred employee.

29.14.3 An employee whose appointment to a position may be subject to appeals action shall not move to the new location until the period during which appeals may be lodged has expired or all appeals action has been finalised. An employee may be directed to take up duty in the new location before appeals action is finalised but will be entitled to the leave provisions set out in this clause, in which case the following will apply:

29.14.3.1 Where the employee has dependants they may claim sustenance allowance under Clause 26, Travelling Compensation, until appeals action has been finalised;

29.14.3.2 Employees with dependants have a further period of up to twenty one (21) days immediately after all appeals action has been finalised to find suitable accommodation before such travelling compensation entitlements cease. Such period may be extended by the Commissioner if the Commissioner is satisfied that twenty one (21) days is insufficient time to find such accommodation.

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

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

29.15 Adjustment of Entitlements

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

30. Rental of Premises

30.1 For the purpose of this clause only:

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

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

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

- 30.2 Except as provided for in subclauses 30.3, 30.4 and 30.5, where an employee is required to and does occupy accommodation, the Department shall deduct from the rate of pay of the employee concerned an amount per week equal to 4% of the employee's "Per Week" rate of pay as prescribed in Tables 1 and 2, Rates of Pay, or 50% of the market rental of the accommodation, whichever is the lesser.
- 30.3 Where an employee was, on 19 August 1994, entitled to and occupying subsidised accommodation:
- 30.3.1 Such employee, subject to subclause 30.3.2, shall continue to pay the amount set at Item 19 of Table 3 of Part C (as adjusted from time to time in accordance with 30.4) per week unless the employee subsequently elects to move from that accommodation to different accommodation. If such an employee so elects, then the Department shall deduct from the rate of pay of the employee concerned an amount per week as prescribed in sub-clause 30.2.
- 30.3.2 And has exercised, or who has, a right of return transfer pursuant to Clause 30 (i) of the Fire Brigade Employees' (State) Award as published in NSW Industrial Gazette Volume 263 of 1991, such employee shall retain the right of return transfer. Provided that the continued entitlement to subsidised accommodation shall expire after a period of 2.5 years from the date of return transfer.
- 30.3.3 And is transferred by the Department from one country location to another country location, such employee shall retain the benefits of the provisions of sub-clause 30.3 as if the employee had not been so transferred.
- 30.4 The amount set at Item 19 of Table 3 of Part C, shall be increased from the same date and by the same percentage of any increase to the rate of pay prescribed for a Station Officer. All such increases shall be rounded off to the nearest 10 cents.
- 30.5 Employees who have entered into, or subsequently entered into, private tenancy arrangements with the Department are not entitled to the provisions of this clause.

Executive Officers

- 30.6 Except as provided for in subclause 30.8, where an Executive Officer is required to and does occupy accommodation, the Department shall deduct from the rate of pay of the Executive Officer an amount per week equal to 4% of the weekly equivalent of the Executive Officer's annual salary as prescribed in Tables 1 and 2 of Part C or 50% of the market rental of the accommodation, whichever is the lesser.
- 30.7 The weekly equivalent referred to in subclause 30.6 shall be derived by multiplying the annual salary by 7 and dividing the result by 365.25.
- 30.8 An Executive Officer who has entered into, or subsequently enters into private tenancy arrangements with the Department is not entitled to the provisions of this clause.

31. Protective Clothing and Uniforms

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

32. Clothes Drying Facility

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

33. Cleaning of Clothes

33.1 For the purposes of this clause:

33.1.1 "Personal Protective Equipment" means external clothing designed for personal protection at an incident.

33.1.2 "Duty wear" means duty wear trousers and duty wear shirt.

33.1.3 "Dress uniform" is limited to Dress Trousers, Slacks, Culottes, Skirts, Galatea and Pullover.

33.2 Where any Personal Protective Equipment or Duty wear is supplied by the Department and is required to be worn by its employees, and such Personal Protective Equipment or Duty wear becomes soiled or damaged in the execution of duty as to require cleaning or repairs, such cleaning or repairs shall be done at the expense of the Department. Provided that the above Dress Uniform items shall also be cleaned or repaired at the expense of the Department.

34. Safety Belts

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

35. Disputes Avoidance Procedures

35.1 Subject to the provisions of the Industrial Relations Act 1996, and Clause 36.2, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply.

35.2 Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.

35.3 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.

35.4 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.

35.5 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.

35.6 No action is to be taken by the Union which would affect the Department's operations whilst a dispute is under investigation.

35.7 Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal.

36. Organisational Change under subclause 36.2

36.1. This clause recognises the capacity of the Commissioner to make decisions to effect change within the Department.

36.2.

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

37. Acknowledgment of Applications and Reports

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

38. Procedures Regarding Reports and Charges

- 38.1 When an employee is summoned to appear before the employee's Senior Officer or before the Department on a charge, appeal or formal inquiry, the employee shall be given particulars in writing of the charge or allegation, if any, against the employee, at least forty-eight hours before the hearing of the charge or appeal or the opening of the said inquiry. The employee shall be allowed access personally or by a representative duly authorised in writing by the employee, to all or any of the official papers, correspondence or reports of the Department relating to the charge, appeal or subject of the said inquiry.

- 38.2 The employee also shall be allowed to give and to call evidence on the employee's own behalf and to hear all evidence given.
- 38.3 If an employee so requests the employee may be represented by an officer of the Union before the employee's Senior Officer or the Department on all such occasions.
- 38.4
- 38.4.1 No report about an employee shall be placed on the records or papers relating to that employee unless the employee concerned has been shown the said report.
- 38.4.2 If the employee disagrees with the report, the employee shall be entitled to make such a notation on the report.
- 38.4.3 Evidence that the employee has been shown the report will be by either the employee's signature thereon, or in accordance with subclause 38.4.4.
- 38.4.4 Where an employee refuses to sign the report, such refusal shall immediately be noted upon the report by the Senior Officer handling the report, in such cases, the Senior Officer will advise the employee that the refusal to sign will be noted on the report and that the report, together with such notation, will be placed on the records or papers relating to that employee.
- 38.4.5 Further to subclause 38.4.4, in such circumstances, the Department will notify the Union, in writing, within seven days of such refusal and the Union shall be given an opportunity of replying to the report.
- 38.4.6 If the employee so desires, any written response from either the employee or the Union shall also be placed amongst the records or papers relating to the employee or noted thereon.
- 38.5 Where the Department has, for its own purposes, arranged for a transcript to be taken of proceedings on a charge appeal or formal inquiry, a copy of such transcript shall be supplied, free of cost, to the employee concerned if, during the hearing or at the termination of the proceedings, a request therefore, in writing, is made by the employee.
- 38.6 After the Senior Officer has announced the recommendation or when the Department has made its decision as the result of a charge or an appeal, the employee concerned shall be informed thereof, in writing, within seven days after such announcement or decision has been made or has been given, as the case may be.
- 38.7 For the purposes of this clause "Senior Officer" means the employee's Senior Officer or an Officer of a higher rank.

39. Alcohol and Other Drugs

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

40. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 40.1 The entitlement to salary package in accordance with this clause is available to permanent full-time employees.

- 40.2 For the purposes of this clause:
- 40.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Rates of Pay and Allowances, Part C of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 40.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 40.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 40.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
- 40.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 40.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 40.5 The agreement shall be known as a Salary Packaging Agreement.
- 40.6 Except in accordance with subclause 40.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.
- 40.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 40.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
- 40.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 40.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 40.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 40.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 40.9.1 Police Regulation (Superannuation) Act 1906;
- 40.9.2 Superannuation Act 1916;
- 40.9.3 State Authorities Superannuation Act 1987; or
- 40.9.4 State Authorities Non-contributory Superannuation Act 1987, the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- 40.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 40.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 40.11 Where the employee makes an election to salary package:
- 40.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 40.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Rates of Pay and Allowances, or Part C of this Award if the Salary Packaging Agreement had not been entered into.
- 40.12 The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 40.13 The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

41. Anti-Discrimination

- 41.1 It is the intention of the parties bound by this Award to seek to achieve the object in 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 41.2 It follows that in fulfilling their obligations under the Disputes Avoidance Procedures prescribed by Clause 35 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 41.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 41.4 Nothing in this Clause is taken to affect:
- 41.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 41.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 41.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - 41.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 41.5 This Clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this Clause.

42. Employees' duties

42.1 An employee may be directed to carry out duties which are within the limits of his or her skills, competence, and training, in such a manner, as may be required by the Department, provided that:

42.1.1 the direction is reasonable,

42.1.2 an employee who elects to relinquish a rank or qualification shall cease to be considered to be capable of carrying out the duties associated with that former rank or qualification, and

42.1.3 the direction is not otherwise inconsistent with a provision of this Award.

42.2 Any direction issued by the Department pursuant to subclause 42.1 shall be consistent with:

42.2.1 the provision of a safe and health working environment,

42.2.2 ensuring that the Department responds to relevant technological changes and changes in its operating environment in a timely and effective manner.

42.3 The parties to this Award shall work collaboratively to ensure the effective and reasonable operation of this clause.

43. No Extra Claims

43.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

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

44. Area, Incidence and Duration

44.1 This Award rescinds and replaces the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2014 published 27 March 2015 (377 IG 205).

44.2 This Award shall apply to all employees as defined in Clause 4, Definitions, of this Award and shall take effect on and from 19 February 2016, and shall remain in force until 16 February 2017.

PART C - MONETARY RATES

Table 1 - Rates of Pay effective on and from 19 February 2016

Operational Firefighter Classification	Per Week
Recruit Firefighter	\$1,148.98
Firefighter	\$1,332.59
Qualified Firefighter	\$1,480.65
Senior Firefighter	\$1,569.49
Leading Firefighter	\$1,658.34
Station Officer	\$1,880.43
Leading Station Officer	\$1,924.85
Inspector	\$2,220.98
Operational Support Classification	Per Week
Operational Support Level 1	\$1,663.62
Operational Support Level 2	\$1,885.77

Operational Support Level 2a	\$1,985.97
Operational Support Inspector	\$2,226.25
Operational Support Level 3a	\$2,413.99
Executive Officer Classification	Per Annum
Superintendent	\$144,152
Chief Superintendent	\$155,750

Table 3 - Allowances

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

Item	Clause	Description	Unit	Amount 19/02/2016
1	6.6.1	Laundry expenses	\$ per week	37.50
2	6.6.2 9.8 12.7 12.15.4 12.16	Kilometre Allowance	\$ per km	1.22
3	6.6.3	Major Aerial Allowance	\$ per week	56.63
4	6.6.4	Minor Aerial Allowance	\$ per week	21.25
5	6.6.5	Hazmat Allowance	\$ per week	113.28
6	6.6.6	Communications Allowance, Non-Officers	\$ per week	176.11
7	6.6.7	Communications Allowance, Officers	\$ per week	190.96
8	6.6.8	Communications Allowance, Senior Officers	\$ per week	222.65
9	6.6.9	Country Allowance	\$ per week	7.68
10	6.6.10	Remote Area Allowance	\$ per week	29.43
11	6.6.11	Rescue Allowance	\$ per week	49.22
12	6.6.12	Service Allowance - 5 years or more, but less than 10 years - 10 years or more, but less than 15 years - 15 years or more	\$ per week	4.56 9.12 13.68
13	6.6.13	Marine Allowance	\$ per week	56.63
14	12a6.2 10.2-10.4	Meal Allowance	\$ per meal	28.80
15	10.2-10.4	Refreshment Allowance	\$ per meal	14.40
16	12.6	Relieving Allowance	\$ per rostered shift	32.57
17	12a.7	Deployment Allowance	\$ per day	171.95
18	25.2.8.4	Court Attendance Stand-By Rate - Periods of less than 24 hours - Periods of 24 hours	\$	15.22 22.82
19	30.3.1	Accommodation Contribution	\$ per week	38.90

Table 4 - Travelling / Transferred Employees Compensation Allowances

Item	Clause	Description	Unit	On and from 1 July 2015
1	16.5.2 25.2.3 26.6.4 29.6.5 & 29.8.1	Specified (Casual) Journey Rate (Dependent on Engine Capacity) 2601cc & over 1601 to 2600cc Under 1600cc	Per km	36.29 cents 33.92 cents 28.45 cents
2	25.2.8.4	Stand By Rate - see Item 17 in Table 3		
3	26.1.3	Hourly Rate - Travelling Compensation	Per hour	\$47.01

4	26.3.1.1	Breakfast	Per meal	## \$25.90	^^ \$23.20
5	26.3.1.2	Lunch	Per meal	## \$29.15	^^ \$26.50
6	26.3.1.3	Dinner	Per meal	## \$49.65	^^ \$45.70
7	12a5.1, 26.4.1	Accommodation first 35 days (includes all meals) - Capital Cities - High Cost Country Centres - Tier 2 Country Centres - Other Country Centres	Per day	\$308.45 Sydney \$280.45 Adelaide \$328.45 Brisbane \$291.45 Canberra \$339.45 Darwin \$255.45 Hobart \$296.45 Melbourne \$356.45 Perth \$288.45 Bourke \$263.45 Gosford \$275.45 Maitland \$258.45 Mudgee \$278.45 Newcastle \$452.45 Norfolk Island \$278.45 Orange \$263.45 Port Macquarie \$256.45 Queanbeyan \$264.45 Wagga Wagga \$259.45 Wollongong \$246.15 Albury \$246.15 Armidale \$246.15 Bathurst \$246.15 Bega \$246.15 Broken Hill \$246.15 Coffs Harbour \$246.15 Cooma \$246.15 Dubbo \$246.15 Goulburn \$246.15 Griffith \$246.15 Gunnedah \$246.15 Lismore \$246.15 Muswellbrook \$246.15 Nowra \$246.15 Tamworth \$246.15 Tumut \$224.15	
8	12a5.2 26.4.2	Actual Necessary Expenses - all locations	Per day	\$18.75	
9	26.4.3	Accommodation - after first 35 days and up to 6 mths	Per day	50% of the appropriate location rate	
10	26.5	Government Accommodation - Incidental Expenses - all locations	Per day	\$18.75	
11	26.6.5.4 & 29.8.4	Official Business Rate (Dependant on Engine Capacity) Over 2601cc 1601 to 2600cc under 1600cc	Per km	102.32 cents 95.35 cents 68.29 cents	

12	29.5.1 - 29.5.3	Temporary Accommodation	Per week (up to a maximum of)	\$254.00
13	29.5.2	Board & Lodging expenses to be covered by Employee	Per week	\$51.00
14	29.5.4.1	Laundry Allowance - Employee only rate	Per week	\$4.50
15	29.5.4.2.	Laundry Allowance - Employee and Dependants rate	Per week (actual expenses to maximum)	\$13.00
16	29.6.2	Cost of Insurance of Furniture and Effects in transit and in Storage	(up to a maximum of)	\$38,000
17	29.6.3.2	Accelerated depreciation of personal/household effects in transit	(up to a maximum of)	\$1,126
18	29.6.3.2	Value of furnishings and fittings	(up to a maximum of)	\$7,037
19	29.9.2	Board & Lodging to be covered by parent/guardian	Per week	\$27.00
20	29.9.2	Board & Lodging cost for Dependent staying in initial location due to Year 12 subjects	Per week	\$56.00
21	29.10.6 & 29.11.3.2	Relocation - City to Country for sale of property	(up to a maximum of)	\$520,000

Legend:

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

= Capital Cities & High Cost Country Centres.

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

J.V. MURPHY

CROWN EMPLOYEES (FIRE AND RESCUE NSW RETAINED FIREFIGHTING STAFF) AWARD 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1045 of 2015)

Before Commissioner Murphy

5 February 2015

AWARD

PART A

1. Introduction

- 1.1 This Award shall be known as the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2016.
- 1.2 This Award regulates the rates of pay and conditions of employment for employees covered by this Award.
- 1.3 All references in this Award to Firefighter, Deputy Captain or Captain shall also be taken to be a reference to CFR Firefighter, CFR Deputy Captain and CFR Captain respectively and vice versa, excepting for Table 2 of Part B and any other specific reference to CFR in this Award.

2. Index

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

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

PART B

MONETARY RATES

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

3. Basic Wage

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

4. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Union” means the Fire Brigade Employees’ Union of New South Wales.

5. Intentions and Commitments

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

6. Rates of Pay and Allowances

- 6.1 Rates of pay and Retainers shall be paid in accordance with the Entitlement Codes for an employee’s classification, as prescribed in subclause 6.3.1. The monetary amounts corresponding to the Entitlement Codes are as set out in Tables 1 and 2 of Part B, Monetary Rates.
- 6.2 The Retainers are paid in recognition of and compensation for the attendances and periods of declared availability required of employees by Clause 28, and include a loading in compensation for:
 - 6.2.1 Annual leave loading.
 - 6.2.2 The driving and operating of all vehicles operated by appropriately qualified employees as at 30 September 1999 and rescue and hazmat vehicles outside the GSA and the Newcastle, Lake Macquarie, Wollongong, Shellharbour, Gosford, Wyong and Blue Mountains Local Government

Areas. The operation of any other vehicles shall be by agreement between the Union and the Department.

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

6.3 Retainers, Rates of Pay and Classifications

6.3.1 Entitlement Codes

6.3.1.1 Firefighter Retainers

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

6.3.1.2 Deputy Captain Retainers

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

6.3.1.3 Captain Retainers

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

6.3.1.4 Hourly Rates

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

6.3.2

Transitional arrangements

- 6.3.2.1 Employees who on 29 May 2014 held the classification of Firefighter C and who commenced employment on or after 1 January 2014 shall on and from 30 May 2014 be re-classified as Recruit Firefighter.
- 6.3.2.2 Employees who on 29 May 2014 held the classification of Firefighter C and who commenced employment prior to 1 January 2014 shall on and from 30 May 2014 be re-classified as Firefighter.
- 6.3.2.3 Employees who on 29 May 2014 held the classification of Firefighter A or Firefighter B or CFR Firefighter A, CFR Firefighter B or CFR Firefighter C shall on and from 30 May 2014 be re-classified as Firefighter or CFR Firefighter respectively.
- 6.3.2.4 Employees who on 29 May 2014 held the classification of Deputy Captain A or B or CFR Deputy Captain A or B shall on and from 30 May 2014 be re-classified as Deputy Captain or CFR Deputy Captain respectively.
- 6.3.2.5 Employees who on 29 May 2014 held the classification of Captain A or B or CFR Captain A or B shall on and from 30 May 2014 be re-classified as Captain or CFR Captain respectively.
- 6.3.2.6 Once re-classified, all employees shall commence on the Base level of the Standard Retainer for their classification.

- 6.3.3 All new employees shall commence employment in the classification of Recruit Firefighter and on the Base level of the Standard Retainer, and shall not progress to a higher and/or Weekday Retainer other than in accordance with subclause 6.3.6.
- 6.3.4 Progression from Recruit Firefighter to Firefighter shall be subject to six (6) months service from the date of commencement as a Recruit Firefighter and to the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Firefighter.
- 6.3.4.1 Failure to achieve progression to Firefighter within a reasonable time, will result in the employee being considered unsuitable for continued employment, and the employment of such an employee will be terminated accordingly. In such circumstances, the Department will advise the Union that the services of the employee are to be terminated.
- 6.3.4.2 The reference to “reasonable time” in subclause 6.3.4.1 means a period in excess of six (6) months. The excess time to be allowed shall be determined by the Commissioner after taking into account all the circumstances of the case of the employee concerned.
- 6.3.5 Progression from Firefighter to Deputy Captain or Captain, or from Deputy Captain to Captain shall in each case be subject to a vacancy and shall be determined solely on the basis of merit selection.
- 6.3.6 Progression from one Standard Retainer to any higher Standard Retainer, or from one Standard Retainer to any Weekday Retainer, or from one Weekday Retainer to any higher Weekday Retainer shall be subject to the occurrence of a vacancy and shall be determined solely on the basis of merit selection. The number of higher and/or Weekday Retainers available at any brigade (if any) will remain solely at the Department’s discretion and subject to expansion or reduction pursuant to subclause 6.3.7.
- 6.3.7 6.3.7.1 An employee who applies for and is subsequently appointed to a higher Standard Retainer and/or a Weekday Retainer may be transferred to a lower Retainer, either Standard or Weekday, without the employee’s consent provided; firstly, that the Department provides the employee(s) concerned with at least one month’s written notice of such transfer; and secondly, that such transfers are applied as equitably within the brigade as reasonably possible in the circumstances; and thirdly, that the employee’s transfer is not a consequence of disciplinary action, in which case neither of the preceding requirements will apply and the transfer may be affected immediately.
- 6.3.7.2 An employee’s Retainer (Standard or Weekday) and Level (Base, 50%, 75% or 100%) shall remain unaffected by a change in the employee’s classification. By way of example, a Firefighter on a Weekday 50% Retainer under subclause 6.3.1.1 at the time of their appointment to Deputy Captain would continue on a 50% Weekday Retainer under subclause 6.3.1.2 until transferred to a higher Retainer pursuant to subclause 6.3.6, or to a lower Retainer pursuant to subclause 6.3.7.1.
- 6.3.8 Progression of employees to their corresponding CFR classification (Firefighter, Deputy Captain or Captain, whichever applies) shall be subject to:
- 6.3.8.1 attachment to a CFR Brigade; and
- 6.3.8.2 the satisfactory completion of the training and/or training competencies specified for CFR duties.
- 6.4 Employees appointed as Unit Trainers shall receive payment at the rates prescribed at Items W and X when delivering training at normal station drills, for the duration of the drill.
- 6.5 Calculation of Payment for Duties Performed

- 6.5.1 Employees shall be paid, subject to the provisions of subclauses 6.5.2 and 6.5.3, for the total period of time spent performing duties, which shall be calculated as follows:
- 6.5.1.1 Attendance at Scheduled Weekend Training courses - the period of attendance shall be equivalent to the scheduled training hours.
 - 6.5.1.2 Major Emergencies - Periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 29.5.
 - 6.5.1.3 Attendance at Zone Conferences - the period of attendance shall be equivalent to the scheduled hours of the conference.
 - 6.5.1.4 Royal Easter Show - periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 6.9.
 - 6.5.1.5 In all other instances - employees shall be paid for the period that elapses from the time the employee signed on in the occurrence book at the employee's station, until the time such employee signs off in the occurrence book at the employee's station.
- 6.5.2 The minimum periods of payment shall be as follows:
- 6.5.2.1 Attendance at an incident, hazard reduction, and unit training - a minimum payment of one hour. All subsequent time thereafter shall be paid to the half hour.
 - 6.5.2.2 Regular drills - a minimum payment of two hours.
 - 6.5.2.3 All other authorised duties (excepting Travelling Time) - a minimum payment of one hour. All subsequent time to be paid to the minute.
 - 6.5.2.4 Travelling time - where an employee is entitled to travelling time in terms of this Award, all such time shall be paid to the minute.
 - 6.5.2.5 Relief Duties - where an employee performs relief duties in accordance with subclause 6.8 for two hours or less, such employee shall receive a minimum payment of two hours for each such relief. All subsequent time thereafter shall be paid to the minute.
 - 6.5.2.6 Attendance at scheduled weekend training courses and zone conferences - a minimum payment of eight hours per day spent in attendance.
 - 6.5.2.7 Except in the case of regular drills and authorised duties, where the purpose for which an employee was required to report for duty is completed, the employee shall be released.
- 6.5.3 An employee who attends either the station or the incident within 30 minutes of notification shall for each such attendance be entitled to payment pursuant to subclause 6.5.2.1 unless the employee was already performing duty at the time of the notification (for example, the employee had returned from a previous incident but had not signed off in the occurrence book prior to notification of the subsequent incident).
- 6.5.4 If the non-availability of retained firefighting staff at any brigade requires the Department to maintain minimum staffing with either a permanent firefighter, or a retained firefighter from another station pursuant to subclause 6.8, then only those employees who had declared their availability shall be responded until such time as the minimum staffing by that brigade's employees is restored and the permanent firefighter or retained firefighter performing relief duties has been released, whereupon the ordinary notification and response of employees attached to the brigade shall resume.
- 6.6 Attendance at Authorised Meetings and Other Duties

6.6.1 Where an employee is required to attend meetings or to perform other authorised duties, payment shall be made at the appropriate rate of pay for the employee's classification pursuant to subclause 6.5.1.5. Such authorised duties include, but are not limited to, those duties that are set out in Table 4 - Authorised Duties, of Part B, Monetary Rates.

6.6.2 Employees seeking to attend meetings and/or perform duties in accordance with subclause 6.6.1 which are not referred to in the said Table 4 must receive authorisation from the relevant Captain, Inspector or higher ranking officer prior to the performance of such duties.

6.7 Relief Duties

6.7.1 Where an employee is required to maintain minimum staffing due to the non-availability of retained or permanent firefighting staff at another station, or permanent firefighting staff at the employee's own station, such employee shall be paid the amount prescribed at Entitlement Code "RD2" of Table 2 of Part B for the first two hours, or part thereof, and at the rate prescribed at Entitlement Code "RDH" of Table 2 of Part B for any period thereafter which elapses from the time the employee signed on in the occurrence book of the relief station, until the time such employee signs off in the occurrence book of the relief station. Provided that employees who perform relief duties in accordance with this subclause shall not attract additional payment under this Clause for attendance at incidents or performing authorised duties or drills during the period of the relief.

6.7.2 Employees who relieve at a station other than their own shall be paid the appropriate rate per hour prescribed for the employee's classification for the duration of the forward and return journeys between the employee's station and the location of the relief. All such time shall be paid to the minute.

6.7.3 Where it is necessary for an employee to use the employee's private vehicle to perform relief duties, such employee shall be paid the rate per kilometre prescribed at Entitlement Code "KM" of Table 3 of Part B for the forward and return journeys between their residence and their station, and the forward and return journeys between their station and the location of the relief.

6.8 Attendance at the Royal Easter Show

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

6.8.1.1 For Recruit Firefighter and Firefighter, the rate prescribed at Entitlement Code "RASf" of Table 2 of Part B of this Award.

6.8.1.2 For Deputy Captain, the rate prescribed at Entitlement Code "RASDC" of Table 2 of Part B of this Award.

6.8.1.3 For Captain, rate prescribed at Entitlement Code "RASC" of Table 2 of Part B of this Award.

6.8.2 The rates prescribed in 6.8.1 above are all incidence of employment rates and, standing anything else prescribed in this Award, employees receiving such rates shall:

6.8.2.1 only be entitled to be paid for the hours actually worked at the Royal Easter Show. Provided that, if an employee cannot attend for duty due to illness or incapacity and provides a medical certificate pursuant to subclause 16.3 then the employee shall be entitled to be paid for the hours that would have otherwise been worked.

6.8.2.2 not be entitled to any payment or compensation for travelling time or travelling costs in connection with attendance at the Royal Easter Show;

6.8.2.3 not be entitled to any payment or compensation with respect to either meals (except as provided for 6.8.4) and/or accommodation in connection with attendance at the Royal Easter Show;

6.8.2.4 not be entitled to the payment of overtime or downtime in connection with attendance at the Royal Easter Show.

6.8.3 All payments made under this subclause shall count for the purpose of any paid leave.

6.8.4 In the event that the employees attend an incident while working at the Royal Easter Show such employees shall be entitled to the provisions of Clause 8 - Meals and Refreshments.

6.8.5 Attendance at the Royal Easter Show shall be treated as a period of authorised absence for the purposes of subclause 28.2.

6.9 RTAAS Allowance

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

6.10 Overtime

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

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

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

6.11 Overpayments

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

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

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

6.11.4 Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause 6.11.1, the

Department shall have the right to deduct any balance of such overpayment from any monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

6.12 Payment of Monies

6.12.1 Employees shall be paid fortnightly.

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

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

6.13 Payroll Deductions

6.13.1 Except as provided for in subclause 6.13.2, all salary deductions shall be made in accordance with Treasury Guidelines.

6.13.2 Upon application by an employee, the Department shall make deductions from the employee's pay for Union subscriptions and shall forward the amount so deducted to the Union as soon as possible thereafter.

6.14 Method of Calculation of any Future Adjustment

6.14.1 The Retainers at Table 1 of Part B shall in future be adjusted by calculating the increase for each 100% Level Retainer to the nearest cent and then calculating the remaining Levels for each classification by the corresponding percentage, with the Base Level Retainer at subclause 6.3.1.1 to be calculated at 25% and the Base Level Retainers at subclauses 6.3.1.2 and 6.3.1.3 to be calculated at 37.5%.

6.14.2 The Rates of Pay for Entitlement Codes M to Z inclusive at Table 2 of Part B shall in future be adjusted:

6.14.2.1 firstly, by calculating the increase for the Deputy Captain classification to the nearest cent to arrive at a new 1st hour, 100% rate and:

6.14.2.2 secondly, by then multiplying the new 100% rate by 80%, by 90% and by 112% and rounding each result to the nearest cent to arrive at the new rate for the Recruit Firefighter, Firefighter and Captain classifications respectively, and

6.14.2.3 thirdly, by then multiplying the new 100% rate and each of the new rates produced by subclause 6.14.2.2 by 107% and then rounding each result to the nearest cent to arrive at the new rates for the corresponding CFR classifications, and

6.14.2.4 finally, by then dividing each of the new 1st hour rates produced by this subclause by two and then rounding to the nearest cent in order to arrive at the corresponding new half hour rate for each classification.

6.14.3 The Rates of Pay for Entitlement Codes RASF, RASDC and RASC at Table 2 of Part B shall in future be adjusted:

6.14.3.1 firstly, by calculating the increase for the firefighter rate at Entitlement Code RASF to the nearest cent, and

6.14.3.2 secondly, by then subtracting the new Firefighter rate at Entitlement Code O from the new Royal Easter Show firefighter rate at Entitlement Code RASF, and

6.14.3.3 thirdly, by then adding the amount produced at subclause 6.14.3.2 to the new Deputy Captain rate at Entitlement Code S and to the new Captain rate at Entitlement Code W to arrive at the new Royal Easter Show rates for the Deputy Captain and Captain classifications at Entitlement Codes RASDC and RASC respectively.

6.14.4 The Retainers, wages and wage-related allowance amounts at Tables 1, 2 and 3 of Part B of this Award reflect the employer obligation to pay a Superannuation Guarantee during the life of this Award at 9.5% for 2014/15 and 10% for 2015/16. In the event that the superannuation quantum varies which results in a lesser amount than is set out here, the notional savings arising from that lesser obligation may be distributed to the Retainers, wages and wage-related allowance amounts at Tables 1, 2 and 3 of Part B of this Award in the form of a higher corresponding percentage wage increase subject to overall remuneration increases not exceeding 2.5 per cent per annum. On each occasion of such a difference between the current obligation and the one that eventuates, the parties are obliged to vary this Award by consent to reflect the necessary adjustments to the Retainers, wages and wage related allowances.

7. Higher Duties

- 7.1 In selecting Firefighters to perform Higher Duties at the Deputy Captain classification, or Deputy Captains (including Acting Deputy Captains) to perform Higher Duties at the Captain classification, a merit based selection process need not be applied provided, firstly, that in making such appointments the Department shall have regard to the principles of equitably sharing career development opportunities, and secondly, that as soon as it becomes known that the duration of the relief may last for two months or more then expressions of interest are to be called for from employees holding the relevant classification and determined on the basis of merit selection.
- 7.2 An employee shall not be entitled to perform Higher Duties unless the employee is qualified to perform such duties.
- 7.3 An employee performing Higher Duties shall be paid for the period of relief, the difference between the employee's usual hourly rates of pay and the hourly rates of pay for the classification in which the Higher Duties are performed. Provided that:
- 7.3.1 The difference between the employee's Retainer payment and the Retainer payment for the classification in which the Higher Duties are performed shall not be paid unless the Higher Duties are performed for a continuous period of seven days or more; and
- 7.3.2 The employee shall do so at their ordinary Retainer Level (eg, Base, 50%, 75% or 100%) and not at the Level of the employee into whose position they are acting unless the employee who is performing the Higher Duties agrees otherwise.
- 7.4 Attendance at an Incident
- 7.4.1 Any Higher Duties entitlement in terms of this clause which was actually being paid, or which should have been paid, during a period immediately prior to an incident, shall not be diminished as a consequence of the incident.
- 7.4.2 Except as provided for in 7.4.1, the only other circumstances under which a Higher Duties payment is to be made during an incident is in a case where neither the Captain nor the Deputy Captain of that Brigade attends the incident. In such cases, only one employee shall be entitled to a Higher Duties payment at the Deputy Captain hourly rate of pay and that employee shall be the employee who was in charge of the Brigade for the majority of the time. To avoid doubt, in the case of attendance by multiple Retained Brigades, a Higher Duties payment shall be made to the relevant employee from each Brigade whose Captain and Deputy Captains(s) do not attend the incident.
- 7.4.3 For the purposes of 7.4.2, the term "Captain" and "Deputy Captain" shall also mean "Acting Captain" and "Acting Deputy Captain" in cases where an employee was, during the period

immediately prior to the incident, the Acting Captain or Acting Deputy Captain in terms of this clause.

8. Meals and Refreshments

8.1 Attendance at an Incident

8.1.1 For the purposes of this clause, an “incident” also includes hazard reduction.

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

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

8.2 Payment in Lieu of the Provision of Refreshments/Meals

8.2.1 Where Refreshments are not provided in terms of subclause 8.1.2, the Refreshment Allowance set at Entitlement Code “RA” of Table 3 of Part B, shall be paid.

8.2.2 Where an Emergency Meal is supplied in lieu of a Substantial Meal, the Refreshment Allowance set at Entitlement Code “RA” of Table 3 of Part B, shall be paid.

8.2.3 Where a Substantial Meal or Emergency Meal is not provided in terms of subclause 8.1.3, the Meal Allowance set at Entitlement Code “MA” of Table 3 of Part B, shall be paid.

8.3 Calculation of Future Adjustments to Refreshments/Meal Allowances

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

8.3.1.1 The Meal Allowance at Entitlement Code “MA” of Table 3 of Part B, is the average, rounded to the nearest five cents, of the amounts prescribed for the overtime meal allowances for breakfast, lunch and dinner at Item 19 of Table 1 Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002 as subsequently adjusted pursuant to subclause 8.3.1.3.

8.3.1.2 The Refreshment Allowance at Entitlement Code “RA” of Table 3 of Part B, is half, rounded to the nearest five cents, of the amount at Entitlement Code “MA” of Table 3 of Part B.

8.3.1.3 The amounts specified in subclauses 8.3.1.1 and 8.3.1.2 shall be adjusted on 1 July in line with the corresponding reasonable allowance amount for overtime meals for the appropriate financial year as published by the Australian Taxation Office (ATO).

9. Use of Personal Transport

9.1 Attendance at an incident

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

9.1.1.1 The return distance from the employee’s residence to the station or the distance actually travelled on the forward and return journeys to the station, which ever is the lesser, provided that payment shall be limited in all instances to a return distance of 14 kilometres; and

9.1.1.2 The return distance from the station to the incident, if it is necessary for the employee to use the employee's private vehicle to travel from the station to the incident.

9.2 Attendance at Authorised Meetings and Other Duties

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

9.2.1.1 Provided that where an employee is authorised to, and does, use his or her own private vehicle and the principal purpose of the journey is, or is as a consequence of, the transportation of the Department's equipment and/or appliances from one location to another, then such employee shall be paid the appropriate rate per hour prescribed for the employee's classification in addition to the rate per kilometre prescribed at Entitlement Code "KM" of Table 3 of Part B. Provided further that, for the purposes of this subclause:

9.2.1.1.1 An employee's turnout gear shall not be regarded as equipment.

9.2.1.1.2 The hourly rate shall be paid on a basis similar to travelling time. That is, no minimum period of payment and all time to be paid to the minute.

9.2.1.1.3 Where the reason for the journey is to attend an incident, the normal provisions of this Award shall apply in lieu of the provisions of this subclause.

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

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

10. Annual Leave

10.1 On each anniversary of an employee's appointment to the Brigade, an employee shall be entitled to annual leave. Such annual leave shall accrue at the rate of four weeks for each completed year of service and shall be taken in multiple periods of not less than 3 consecutive days.

10.2 An employee with less than twelve months service may, subject to approval by the Department and the requirements of subclause 10.1, take in advance leave which has accrued.

10.3 Wherever possible, annual leave shall be taken within six months of the date on which the leave becomes due. Provided that, in all cases, annual leave must be granted and taken within twelve months of the date on which it becomes due.

10.4 As far as possible, annual leave shall be granted to coincide with the employee's leave period from the employee's primary form of employment.

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

10.6 An employee who is directed to return to duty in the case of an emergency whilst on annual leave, shall have any day or part thereof recredited.

- 10.7 An employee shall be paid in advance for a period of approved annual leave, providing such employee has given a minimum of six weeks written notice of the date on which the leave is to commence.

11. Compassionate Leave

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

12. Long Service Leave

- 12.1 Subject also to the provisions of subclause 12.9, an employee shall be entitled to long service leave calculated on the following bases:
- 12.1.1 For all continuous service prior to 1 April 1963, and provided that such previous service is also continuous with the employee's current service, at the rate of three months, for twenty years of service.
- 12.1.2 For all continuous service on and subsequent to 1 April 1963, in the case of an employee who has completed ten years service, two months long service leave and for each five years completed service thereafter, a further one month long service leave.
- 12.2 On termination of services, in respect of the number of years service with the Department since the employee last became entitled to an amount of long service leave, a proportionate amount on the basis of two months for ten years service.
- 12.3 In the case of an employee who has completed at least seven years service and whose services are terminated or cease for any reason, such employee shall be paid a proportionate amount calculated at the rate of two months for ten years service.
- 12.4 In the case of an employee who has completed at least five years but less than seven years service and whose services are terminated by the Department for any reason, other than serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, such employee (or in the event of the death of the employee, the employee's estate) shall be paid a proportionate amount calculated at the rate of two months for ten years service.
- 12.5 Long service leave shall be granted subject to the convenience of the Department, as and when such leave becomes due (i.e. after seven (7) years) or any time thereafter. Provided that an employee shall give at least twenty (20) days notice in writing of the intention to take such leave.
- 12.6 Long service leave shall be paid at the rate of full pay which, for the purposes of this clause, shall mean the greater average monthly remuneration received by the employee calculated over either the preceding

twelve months or five years excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. The averages referred to in this subclause shall be calculated up to and including the end of the month immediately prior to the month during which the long service leave is taken or commences, as the case may be.

12.7 The term "remuneration" referred to in subclause 12.6 shall include all payments made to the employee by the Department, excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (e.g., payments for meals, accommodation and for kilometres travelled).

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

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

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

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

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

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

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

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

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

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

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

13. Military Leave

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

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

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

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

14. Parental Leave

14.1 Definition of Parental Leave

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

14.2 Entitlement to Parental Leave

- 14.2.1 An employee is entitled to parental leave, as provided by this clause, in connection with the birth or adoption of a child.
- 14.2.2 Maternity Leave - all female employees who do not have the necessary service as prescribed in subclause 14.3.1 for paid Maternity Leave, shall be entitled to unpaid Maternity Leave of up to fourteen (14) weeks before the expected date of birth of the child.
- 14.2.3 Paid Maternity Leave may be granted to a female employee subject to the following conditions:
- 14.2.3.1 The female employee has applied for Maternity Leave within such time and in such manner as herein set out.
- 14.2.3.2 Before the expected date of birth has completed not less than forty weeks' continuous service. Paid Maternity Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay from the date Maternity Leave commences.
- 14.2.3.3 In addition to the unpaid or paid Maternity leave referred to in 14.2.2 & 14.2.3.2 respectively, all female employees shall be entitled to a further period of unpaid Maternity leave, provided that the total period of absence on Maternity leave shall not exceed sixty-one (61) weeks.

- 14.2.3.4 The period over which Annual and/or Long Service Leave combined with unpaid Maternity Leave, shall not exceed a total period of two years from the date of birth of the child.
- 14.2.4 Short Adoption Leave is an unbroken period of fourteen (14) weeks of unpaid leave, taken by an employee who does not have the necessary service for paid Adoption Leave as prescribed in subclause 14.3.1, from the time of placement of the child.
- 14.2.5 Paid Adoption Leave may be granted to an employee adopting a child subject to the following conditions:
- 14.2.5.1 The employee has applied for Adoption Leave within such time and in such manner as herein set out.
- 14.2.5.2 Before the commencement of Adoption Leave the employee has completed not less than forty weeks' continuous service.
- 14.2.5.3 The employee is to be the primary care giver of the child.
- 14.2.5.4 Paid Adoption Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay of Adoption Leave or the period of Adoption Leave taken, whichever is the lesser period.
- 14.2.5.5 In addition to the unpaid or paid Adoption leave referred to in 14.2.4 & 14.2.5.4 of this subclause respectively, all employees shall be entitled to a further period of unpaid Adoption leave, provided that the total period of absence on Adoption leave shall not exceed sixty-one (61) weeks.
- 14.2.6 Paternity Leave is a period of up to a maximum of fifty-two (52) weeks of either unpaid or a combination of paid and unpaid parental leave taken from the date of birth of the child, or other termination of the pregnancy. Application for such leave must be made within such time and in such manner as herein set out. Paternity leave shall consist of:
- 14.2.6.1 an unbroken period of up to one (1) week unpaid leave at the time of the birth of the child, or other termination of the pregnancy (short paternity leave) an unbroken period of up to one (1) week on full pay or two (2) weeks on half pay at the time of the birth of the child, or other termination of the pregnancy provided that at such time the employee has completed not less than forty (40) weeks continuous service
- 14.2.6.2 In addition to the unpaid or paid Paternity leave referred to in 14.2.6.1, all male employees shall be entitled to a further period of unpaid Paternity leave in order to be the primary care-giver of the child (extended paternity leave), provided that the total period of absence on Paternity leave shall not exceed fifty-two (52) weeks.
- 14.2.7 Except as provided for in subclause 14.2.3 and 14.2.5, Parental Leave shall not extend beyond a period of one year after the child was born or adopted.
- 14.3 Length of Service for Eligibility
- 14.3.1 A female employee is entitled to paid Maternity Leave or, in the case of both male and female employees, paid Paternity or Adoption Leave only if the employee has had at least forty weeks' continuous service.
- 14.3.2 There is no minimum period of employment for eligibility for unpaid Parental Leave.
- 14.3.3 Continuous service is service under one or more unbroken contracts of employment, including:
- 14.3.3.1 Any period of authorised leave or absence.

- 14.3.3.2 Any period of part-time work.
- 14.3.3.3 Full or part-time service within the public sector.

14.4 Notices and Documents required to be given to the Commissioner

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

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

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

- 14.4.2.1 In the case of extended Paternity Leave, the employee should give at least ten weeks written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances).
- 14.4.2.2 The employee must, at least four weeks before proceeding on leave, give notice of the dates on which the employee proposes to start and end the period of leave.
- 14.4.2.3 The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee's spouse is pregnant and the expected date of birth.
- 14.4.2.4 In the case of extended paternity leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - 14.4.2.4.1 Any period of Maternity Leave sought or taken by his spouse.
 - 14.4.2.4.2 That he is seeking that period of extended Paternity Leave to become the primary care-giver of the child.

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

- 14.4.3.1 In the case of extended Adoption Leave, the employee should give written or oral notice of any approval or other decision to adopt a child at least ten weeks before the expected date of placement (unless it is not reasonably practicable to do so in the circumstances).
- 14.4.3.2 The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least fourteen days before proceeding on such leave.
- 14.4.3.3 The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes.

14.4.3.4 In the case of extended Adoption Leave, the employee must, before the start of such leave, provide a statutory declaration by the employee stating:

14.4.3.4.1 Any period of Adoption Leave sought or taken by his or her spouse.

14.4.3.4.2 The employee is seeking that period of extended Adoption Leave to become the primary care-giver of the child.

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

14.4.4.1 The child being born (or the pregnancy otherwise terminating) before the expected date of birth.

14.4.4.2 The child being placed for adoption before the expected date of placement.

14.4.4.3 Other compelling circumstances.

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

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

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

14.5 Continuity of Service

Parental leave does not break an employee's continuity of service, but subject to subclauses 14.5.1, 14.5.2 and 14.5.3 is not to be taken into account in calculating an employee's period of service for any other purposes.

14.5.1 Any period of paid Adoption, paid Maternity or paid Paternity Leave shall count as full service for the purposes of determining progression either within a classification or from one classification to another. However, unpaid Parental Leave shall not count as service for determining such progression.

14.5.2 Adoption Leave on full pay, Maternity Leave at full pay and Paternity Leave at full pay shall count as full service for the purposes of determining all forms of leave.

14.5.3 Unpaid Parental Leave shall not count as service for determining any form of leave entitlement, except for Long Service Leave in cases where at least ten years of service has been completed and unpaid Parental Leave does not exceed six months.

14.6 Simultaneous taking of Parental Leave

Subject to subclause 14.20.1.1, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

14.6.1 For maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

14.6.2 For adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

14.7 Cancellation of Parental Leave

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

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

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

14.7.2 After starting leave -

If:

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

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

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

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

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

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

14.8 Parental Leave and other Leave

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

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

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

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

14.8.4.1 Annual Leave or Long Service Leave.

14.8.4.2 In the case of Maternity Leave - Sick Leave.

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

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

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

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

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

14.10 Extension of period of Parental Leave

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

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

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

14.11 Shortening of period of Parental Leave

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

14.12 Return to work after Parental Leave

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

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

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

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

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

14.13 Payment

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

14.13.1.1 In advance in a lump sum.

14.13.1.2 On a normal fortnightly basis.

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

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

14.13.2.1 In advance in a lump sum.

14.13.2.2 On a normal fortnightly basis.

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

14.14 Commissioner's Obligations

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

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

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

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

14.15 Termination of Employment because of Pregnancy etc

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

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

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

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

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

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

14.16 Replacement Employees

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

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

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

14.17 Transfer to a Safe Job

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

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

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

14.17.2.2

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

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

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

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

14.17.2.5

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

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

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

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

14.18 Special Maternity Leave and Sick Leave

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

14.18.1.1 The employee is entitled to such period of unpaid leave (to be known as special Maternity Leave) as a medical practitioner certifies to be necessary before her return to work.

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

14.19 Special Adoption Leave

14.19.1 An employee who is seeking to adopt a child is entitled to up to two days unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure.

14.20 Right to request

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

14.20.1.1 to extend the period of simultaneous parental leave up to a maximum of eight weeks;

14.20.1.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

to assist the employee in reconciling work and parental responsibilities.

14.20.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business.

14.20.3 Employee's request and the employer's decision to be in writing:

The employee's request and the employer's decision made under 14.20.1 and 14.20.2 must be recorded in writing.

14.21 Communication during parental leave

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

15. Carer's Leave

15.1 Use of Sick Leave

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

15.1.3.2.5.2 "Affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other.

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

15.1.4 An employee shall, wherever practicable, give the Department notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Department by telephone of such absence at the first opportunity on the day of absence.

15.2 Unpaid Leave for Family Purpose

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

15.3 Annual Leave

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

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

16. Sick Leave

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

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

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

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

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

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

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

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

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

16.7 Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement has already been exhausted, or whose right to sick leave is not established, the Department may deduct the amount overpaid from any future payments made to the employee concerned in accordance with the provisions of subclause 6.13.

16.8 Employees are entitled to take unsupported sick leave absences, where no medical certificate is required, subject to the following provisions:

16.8.1 Such absences may not exceed 3 separate days in any calendar year; and

16.8.2 Such absences may not be taken on consecutive days; and

16.8.3 Such absences may not be taken on public holidays; and

16.8.4 Such absences may not be taken in relation to any matter that may be covered by workers' compensation.

17. Special Leave for Union Activities

17.1 Attendance at Union Conferences/Meetings

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

17.1.1.1 Annual or bi-annual conferences of the Union.

17.1.1.2 Annual conferences of the United Firefighters Union of Australia; and

17.1.1.3 Meetings of the Union's Executive/Committee of Management.

17.1.1.4 Annual conference of Unions NSW.

17.1.1.5 Bi-annual conference of the Australian Council of Trade Unions.

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

17.1.2.1 Establishing accreditation as a delegate with the Union.

17.1.2.2 Providing sufficient notice of absence to the Department.

17.1.2.3 Lodging a formal application for special leave.

17.1.3 Such leave is also subject to the Union:

17.1.3.1 Providing documentary evidence to the Department about an accredited delegate in sufficient time to enable the Department to make arrangements for performance of duties.

- 17.1.3.2 Meeting all travelling, accommodation and any other costs incurred for the accredited delegate.
- 17.1.3.3 Providing the Department with confirmation of attendance of the accredited delegate.
- 17.1.4 Providing the provisions of this clause are satisfied by both the employee and the Union, the Department shall:
 - 17.1.4.1 Release the accredited delegate for the duration of the conference or meeting.
 - 17.1.4.2 Grant special leave (with pay).
 - 17.1.4.3 Ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.
- 17.1.5 Period of Notice -
 - 17.1.5.1 Generally, dates of conferences or meetings are known well in advance and it is expected that the Department would be notified as soon as accreditation has been given to a delegate, or at least two weeks before the date of attendance.
 - 17.1.5.2 Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the Department as soon as advice of the meeting is received by the accredited delegate.
- 17.1.6 Travel Time -
 - 17.1.6.1 Where a delegate has to travel to Sydney, inter or intra State, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.
- 17.1.7 Payment
 - 17.1.7.1 An employee entitled to special leave in terms of this clause shall, for the period of such special leave, be deemed to have attended any incident, drill or other authorised duties which occurred at the employee's Brigade during such leave, and be paid accordingly.
- 17.1.8 Special leave in terms of this clause shall count as service for all purposes.
- 17.1.9 Availability of Special Leave -
 - 17.1.9.1 Special leave shall not be available to employees whilst they are on any period of other leave.
- 17.2 Attendance at Courses/Seminars Conducted or Supported by Trade Union Education Foundation (TUEF).
 - 17.2.1 Except where inconsistent with the provisions of subclause 17.2, the provisions of subclause 17.1 of this clause shall also apply to attendance at courses or seminars conducted or supported by TUEF.
 - 17.2.2 Up to a maximum of twelve days in any period of two years may be granted to employees who are members of the Union.
 - 17.2.3 The grant of leave to attend courses or seminars conducted or supported by TUEF, is subject to the following conditions:

- 17.2.3.1 Departmental operating requirements permit the grant of leave and the absence does not result in working of overtime by other employees.
- 17.2.3.2 Expenses associated with attendance at such courses or seminars, eg. fares, accommodation, meal costs, etc., will be required to be met by the employee concerned but, subject to the maximum prescribed in subclause 17.2.2, special leave may include travelling time necessarily required to attend courses or seminars.
- 17.2.3.3 Applications for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such a course or seminar and supports the application.

17.3 Union officers and staff

- 17.3.1 Employees who are selected, by election or appointment, to hold a position of full time employment with the Union or an honorary office on the Union's State Committee of Management may, upon request, have such dates and times as were reasonably necessary for them to perform their Union duties excluded in accordance with subclause 28.2 when determining their levels of attendance.

18. Court Attendance Entitlements

- 18.1 The provisions of this clause shall apply to employees attending Court (which term shall include any related conferences) as a:
 - 18.1.1 Result of the duties performed by the employee in the employee's position with the Department, including attendance at an incident.
 - 18.1.2 Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.
 - 18.1.3 Witness in a private capacity.
- 18.2 Attendance at Court as a result of the duties performed by an employee in the employee's position with the Department, including attendance at an incident.
 - 18.2.1 Such attendance shall be regarded as attendance in an official capacity and uniform must be worn.
 - 18.2.2 Other than monies paid as reimbursement for loss of income as an employee of the Department, employees may retain all monies paid in connection with their attendance as a witness.
 - 18.2.3 In addition to any monies to which an employee may be entitled pursuant to subclause 18.2.2, employees shall be paid at the rate applicable to the employee's classification, from the time the employee is required to attend Court to the time on that day that the employee is no longer required by the Court.
 - 18.2.4 Travelling time and travel expenses in excess of any compensation therefor paid by the Court or other party shall be compensated in accordance with clause 19, Travelling Compensation.
 - 18.2.5 Where the employee is recalled to duty to attend Court while on Annual or Long Service Leave, such employee shall be recredited with a full days leave, for each day or part thereof.
 - 18.2.6 Where an employee is subpoenaed to attend Court while on Sick Leave it is the responsibility of the employee to ensure that the circumstances are communicated to the Court. If the employee is still required to and does attend Court, the sick leave debited for that period shall be recredited and the entitlements provided for in subclauses 18.2.2, 18.2.3 and 18.2.4 shall apply.

18.3 Where an Employee Attends Court

18.3.1 As a Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department; or as a witness in a Private Capacity, (i.e., not subpoenaed by the Crown):

18.3.1.1 The employee shall only be entitled to Special Leave Without Pay from the Department to attend Court.

18.3.1.2 Any claim for reimbursement of expenses, compensation for travelling time, lost income etc. is to be made by the employee to the Court and/or the party issuing the subpoena. The employee may retain all monies paid as a consequence of such claims.

18.4 An employee who attends jury duty is entitled to Special Leave Without Pay for the duration of the jury duty if attending court affects their availability to turn out. This leave is available whether or not the employee accepts jury fees.

19. Training Course Attendance Entitlements

19.1 The provisions of this clause shall apply to attendance at training programs (other than regular drills) delivered by, on behalf of, or approved by the Department.

19.2 Accommodation

19.2.1 The Commissioner (or delegate) shall approve appropriate accommodation for an employee, if it can be demonstrated that an unreasonable amount of travelling time and/or distance is involved when travelling to and from the employee's residence to the training venue.

19.2.2 Where Departmental accommodation is not provided to an employee with an entitlement to accommodation, the relevant accommodation provisions prescribed by clause 20, Travelling Compensation, shall be paid.

19.2.3 Where it is not possible for an employee to travel to the training venue on the first day of the course or where the travelling time would be unreasonable to travel on the first day of the course, the employee shall be entitled to appropriate accommodation on the evening prior to the start of the course. If it is not possible for an employee to travel from the training venue to his or her residence at the conclusion of the course or if the travelling time would be unreasonable, the employee shall be entitled to appropriate accommodation on the evening of the last day of the course. Approval must be obtained from the Commissioner (or delegate) prior to bookings being made.

19.2.4 Notwithstanding the provisions of this subclause, any employee who considers that these criteria would cause undue hardship etc. may make application for special consideration. All such applications will be considered on their individual merits according to the program content and the starting and completion times, on a daily basis.

19.3 Meals

19.3.1 All employees attending training programs which extend for a whole day shall be provided with morning/afternoon tea and lunch.

19.3.2 Where employees have been granted approval for overnight accommodation and when such accommodation is provided by the Department, expenses reasonably and properly incurred shall be reimbursed in accordance with clause 20, Travelling Compensation.

19.3.3 Employees who are not required to accommodate themselves overnight shall, where appropriate, be paid the relevant meal allowances prescribed by clause 20, Travelling Compensation.

19.3.4 Meal allowances are not payable during times at which an accommodation allowance (as prescribed in subclause 19.2.2) has been paid. A component of the accommodation allowance compensates for the costs associated with breakfast, lunch and evening meals.

19.4 Incidentals

19.4.1 Employees who are provided with Departmental accommodation shall be entitled to claim the appropriate incidental allowance as prescribed by clause 20, Travelling Compensation.

19.4.2 The incidental allowance cannot be claimed for any day during which an accommodation allowance referred to in subclause 19.2.2, is paid. The incidental allowance forms a component of the accommodation allowance and amongst other things, recognises the cost associated with personal telephone calls, etc.

19.5 Travelling Time

19.5.1 Compensation shall be in accordance with Clause 20, Travelling Compensation.

20. Travelling Compensation

20.1 Travelling Time - When an employee is required to travel for purposes other than attending regular drills or incidents, the employee may apply for payment, at the rate applicable to the employees' classification, for time spent travelling subject to the following:

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

20.1.2 Travelling time does not include time spent taking a meal when the employee stops a journey to take the meal.

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

20.1.4 Payment will not be made or allowed for more than eight hours in any period of twenty-four hours.

20.1.5 Where an employee is in receipt of the kilometre allowance prescribed at Entitlement Code "KM" of Table 3 of Part B, such employee shall not be entitled to claim compensation for travelling time.

20.2 Meal Allowances - When an employee is required to perform official duty at a temporary work location, other than attendance at incidents or regular drills, and is not required to reside away from home (a one day journey), the employee shall be eligible to be paid the following meal allowances, subject to the following conditions:

20.2.1 For breakfast when required to commence travel at/or before 0600 hours, the amount set at Item 1 of Table 5 of Part B.

20.2.2 For lunch when, by reason of the journey, an employee is unable to take lunch at the place or in the manner in which the employee ordinarily takes lunch and is put to additional expense, the amount set at Item 2 of Table 5 of Part B, or an amount equivalent to the additional expense, whichever is the lesser.

20.2.3 For an evening meal when required to work or travel until or beyond 1830 hours, an amount set at Item 3 of Table 5 of Part B.

20.2.4 Meal Allowances shall not be paid where the employee is provided with an adequate meal.

- 20.3 Accommodation Allowances - When an employee is required to perform official duty at a temporary work location, other than attendance at incidents or regular drills, which requires the employee to reside away from home and the employee is not provided with accommodation by the Government, the employee shall be eligible to be paid the following accommodation (sustenance) allowances subject to the conditions set out below:
- 20.3.1 For the first thirty five calendar days, the appropriate amounts set at Item 4 of Table 5 of Part B.
- 20.3.2 The actual necessary expenses for meals and accommodation (actuals), together with incidental expenses as appropriate, set at Item 5 of Table 5 of Part B. The necessary expenses do not include morning and afternoon tea.
- 20.3.3 After the first thirty five calendar days and for up to six months an employee shall be paid an allowance at the rate set at Item 6 of Table 5 of Part B provided the allowance paid to an employee, temporarily located in Broken Hill shall be increased by 20%. The allowance is not payable in respect of:
- 20.3.3.1 Any period during which the employee returns home on weekends or public holidays, commencing with the time of arrival at the residence and ending at the time of departure from the residence.
- 20.3.3.2 Any other period during which the employee is absent from the temporary work location (including leave) otherwise than on official duty, unless approved by the Commissioner.
- 20.3.4 The capital city rate shall apply to Sydney as bounded by the GSA.
- 20.3.5
- 20.3.5.1 Where an employee proceeds directly to a temporary work location in a Capital city and returns direct, the Capital city rate applies to the whole absence.
- 20.3.5.2 Where an employee breaks the journey, other than for a meal, in a centre that is not a Capital city, the Capital city rate applies only in respect of the time spent in the Capital city, the elsewhere rate applies to the remainder of the absence.
- 20.4 Incidental Expenses Allowances - Government Provided Accommodation - When an employee is required to perform official duty at a temporary work location which requires that the employee reside away from home and is provided with accommodation by the Government, the employee shall be eligible to be reimbursed expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform that duty and in addition be paid an allowance at the rate set at Item 7 of Table 5, of Part B as appropriate. Such expenses are limited to costs in relation to food, laundry and accommodation that exceed what would normally have been incurred at home. Any meal taken at a Government establishment is to be paid for and appropriate reimbursement sought.
- 20.5 Additional Provisions
- 20.5.1 Unless specifically provided for in Clause 19, Training Course Attendance Entitlements or Clause 18, Court Attendance Entitlements, the provisions of this clause shall not apply in the circumstances provided for by those clauses.
- 20.5.2 When an employee is required to travel to a temporary work location or to attend a training course or conference on what would normally be regarded as a one day journey and the total time of absence will exceed 13 hours, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence. In such cases, employees shall be entitled to the accommodation allowances or reimbursement of expenses, as appropriate.

- 20.5.3 The claim for an accommodation allowance or reimbursement of expenses shall be for the whole of the period of absence and cannot be dissected into part of the time of the absence by way of allowance and part of the absence being compensated by reimbursement.
- 20.5.4 When an employee in receipt of an accommodation allowance is granted leave to return home from a temporary work location, the employee shall be reimbursed for the cost of the return rail fare or, if a first class rail service is reasonably available, the cost of a first class return rail fare. No taxi fares or other incidental expenses are payable.
- 20.5.5 Employees shall be entitled, subject to Departmental approval, to use either their private vehicle or public transport on the following basis:
- 20.5.5.1 Reimbursement is not to be paid for a journey if an official motor vehicle is used for the journey.
- 20.5.5.2 Where employees are granted approval to use their private vehicles, such employees shall receive the kilometre rate, set at Entitlement Code "KM" of Table 3 of Part B, for the actual distance necessarily and reasonably travelled. Employees in receipt of the rate set at Entitlement Code "KM" of Table 3 of Part B, shall not be entitled to the provisions of subclause 20.1, Travelling Time.
- 20.5.5.3 Employees who are required to utilise public transport shall be reimbursed the necessary costs incurred.
- 20.5.5.4 The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.
- 20.5.5.5 Unless special circumstances exist, the employee's work, the mode of transport used and the employee's travel itineraries are to be organised and approved in advance so that compensation for travel time and payment of allowances is reasonably minimised.
- 20.5.6 Where a meal allowance or an accommodation allowance is insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid so as to reimburse the employee for the additional expenses incurred, subject to the following:
- 20.5.6.1 The Commissioner may require the production of receipts or other proof that expenditure was incurred.
- 20.5.6.2 If any expense in respect of which an allowance is payable was not properly and reasonably incurred by the employee in the performance of official duties, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 20.5.6.3 If any purported expense was not incurred by the employee, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 20.6 Claims - Claims should be submitted promptly, i.e., within one month from the completion of the work or within such time as the Commissioner determines.
- 20.6.1 The Commissioner may approve applications for advance payments of travelling and sustenance allowances. Such applications should detail the appropriate expenditure anticipated and be in accordance with In Orders 1982/34.
- 20.6.2 In assessing claims for travelling time and payment of allowances, reference should be made to the time that might reasonably have been taken by the particular mode of transport used. Provided that where an employee can demonstrate that the use of the means of transport proposed by the Department is unreasonable in the circumstances, the employee may apply to the Commissioner for a review of the Department's decision. Where an employee does not wish to use the means of transport proposed by the Department, eg. air travel as against train or car

travel, travelling time and allowances should be assessed on the basis that the most practical and economical means of transport is used.

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

20.7 The amounts set at Items 1 to 7 in Table 5 of Part B, shall be adjusted on 1 July in line with the corresponding reasonable allowance amounts for the appropriate financial year as published by the Australian Taxation Office (ATO).

21. Transfers

21.1 Subject to satisfactory attendance and service and the employee meeting Departmental residential guidelines, an employee may apply for a transfer from one Volunteer Brigade to another Volunteer Brigade.

21.2 In the event that the station to which the transfer is sought does not have a vacancy, the Department may appoint such employee as a supernumerary. Where an employee is not appointed as a supernumerary, such employee shall be placed on an eligibility list for appointment at the station when a vacancy arises .

21.3 Where a transfer does not result in a break in service, the employee's service shall be regarded as continuous.

21.4 Any employee transferred from one Volunteer Brigade to another Volunteer Brigade shall not be entitled to compensation or reimbursement of expenses in relation to that transfer.

21.5 When an employee is transferred to a new brigade, the employee's seniority in the new brigade will be determined as if that employee had always been with the new brigade, that is, firstly by rank and in the case employees of equal rank, by length of continuous service with FRNSW.

21.6 Employees holding the rank of Captain and Deputy Captain must relinquish that rank before they transfer, whereupon they will be placed in the new brigade in accordance with subclause 21.5.

22. Procedures Regarding Reports and Charges

22.1 When an employee is summoned to appear before the employee's Senior Officer or before the Department on a charge, appeal or formal inquiry, the employee shall be given particulars in writing of the charge or allegation, if any, against the employee, at least 48 hours before the hearing of the charge or appeal or the opening of the said inquiry. The employee shall be allowed access personally or by a representative duly authorised in writing by the employee, to all or any of the official papers, correspondence or reports of the Department relating to the charge, appeal, or subject of the said inquiry.

22.2 The employee also shall be allowed to give and to call evidence on the employee's own behalf and to hear review all evidence given.

22.3 If an employee so requests, the employee may be represented by an officer of the Union before the employee's Senior Officer or the Department on all such occasions.

22.4

22.4.1 No report about an employee shall be placed on the records or papers relating to that employee unless the employee concerned has been shown the said report.

22.4.2 If the employee disagrees with the report, the employee shall be entitled to make such a notation on the report.

22.4.3 Evidence that the employee has been shown the report will be by either the employee's signature thereon, or in accordance with subclause 22.4.4.

- 22.4.4 Where an employee refuses to sign the report, such refusal shall immediately be noted upon the report by the Senior Officer handling the report. In such cases, the Senior Officer will advise the employee that the refusal to sign will be noted on the report and that the report, together with such notation, will be placed on the records or papers relating to that employee.
- 22.4.5 Further to subclause 22.4.4, in such circumstances, the Department will notify the Union in writing, within seven days of such refusal and the Union shall be given an opportunity of replying to the report.
- 22.4.6 If the employee so desires, any written response from either the employee or the Union shall also be placed amongst the records or papers relating to the employee or noted thereon.
- 22.5 Where the Department has for its own purposes, arranged for a transcript to be taken of proceedings on a charge, appeal or formal inquiry, a copy of such transcript shall be supplied free of cost to the employee concerned if, during the hearing or at the termination of the proceedings, a request therefor, in writing, is made by the employee.
- 22.6 After the Senior Officer has announced the recommendation or when the Department has made its decision as the result of a charge or an appeal, the employee concerned shall be informed thereof, in writing, within seven days after such announcement or decision has been made or has been given, as the case may be.
- 22.7 For the purposes of this clause "Senior Officer" means the employee's Senior Officer or an Officer of a higher rank.

23. Acknowledgment of Applications and Reports

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

24. Training and Staff Development

- 24.1 The parties confirm their commitment to training and staff development for employees of the Department.
- 24.2 Employees covered by this Award shall be required to complete appropriate training to improve the productivity and efficiency of the Department's operations.
- 24.3 Employees shall be required to complete training in accordance with competency requirements as determined by the Commissioner.
- 24.4 An employee may be directed to carry out any duties appropriate to the employee's classification that are within the employee's level of skill, competence and training, provided that such direction does not promote deskilling.
- 24.5 Training Review Committee (TRC)
- 24.5.1 The TRC shall provide advice to the Commissioner on an effective and equitable system of training in Fire and Rescue NSW using the principles of Competency Based Training.
- 24.5.2 The structure of the TRC will consist of 3 representatives of the Department and 3 representatives of the Union.

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

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

- 24.5.4.1 advising the Commissioner on the further development of training throughout Fire and Rescue NSW;
- 24.5.4.2 overseeing the implementation of a Competency Based Training regime throughout Fire and Rescue NSW;
- 24.5.4.3 considering Recognised Prior Learning (RPL) policy generally and in particular, it will consider individual applications for RPL.

24.5.5 Procedure

- 24.5.5.1 The TRC will meet at least once every four weeks, or as otherwise agreed between the parties.
- 24.5.5.2 Members of the TRC shall be released from day to day operations, except in the event of an incident or other emergency circumstances, for the purposes of fulfilling the above roles.
- 24.5.5.3 The TRC will be adequately resourced by the Department so that it can effectively fulfil the above roles.

24.5.6 The Commissioner is not bound to accept the advice of the TRC and may act independently of the TRC to implement changes to training within Fire and Rescue NSW provided that notice of any such decision to implement change is notified in accordance with clause 27.6, in which case clauses 27.7 to 27.9 inclusive shall apply.

25. Protective Clothing and Uniforms

25.1 For the purpose of this Clause:

- 25.1.1 "Personal Protective Equipment" means external clothing designed for personal protection at an incident.
- 25.1.2 "Duty Wear" means duty wear trousers and duty wear shirt.
- 25.1.3 "Dress Uniform" is limited to Dress Trousers, Slacks, Culottes, Skirts, Galatea and Pullover.

25.2 The Department shall supply to all employees two sets of appropriate Personal Protective Equipment and Duty Wear which shall meet relevant National and/or International Standards, or as otherwise agreed to with the Union.

25.3 Employees supplied with the above clothing shall wear it in accordance with Departmental instructions.

25.4 The provision of wet weather gear shall be in accordance with existing practice.

25.5 Where any Personal Protective Equipment or Duty Wear is supplied by the Department and is required to be worn by its employees, and such Personal Protective Equipment or Duty Wear becomes soiled or damaged in the execution of duty as to require cleaning or repairs, such cleaning or repairs shall be done at the expense of the Department. Provided that the above Dress Uniform items shall also be cleaned or repaired at the expense of the Department.

25.6 When an employee retires, resigns or is terminated, the Personal Protective Equipment issued to that employee shall be returned to the station to which the employee was attached. As much of that returned

Personal Protective Equipment shall be retained at the station as is necessary to maintain an emergency supply of spare Personal Protective Equipment, provided that only properly fitting, cleaned and treated structure coats and overtrousers may be re-issued to another employee and further, that all new employees will be supplied with at least one new complete set of PPE regardless.

26. Disputes Avoidance Procedures

- 26.1 Subject to the provisions of the Industrial Relations Act 1996, and Clause 27.2, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply.
- 26.2 Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.3 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.4 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.5 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.
- 26.6 No action is to be taken by the Union which would affect the Department's operations whilst a dispute is under investigation.
- 26.7 Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal.

27. Organisational Change under subclause 27.2

- 27.1. This clause recognises the capacity of the Commissioner to make decisions to effect change within the Department.
- 27.2
 - 27.2.1 This clause applies to consultation and decisions regarding clause 24 (Training and Staff Development) and clause 30 (Alcohol and Other Drugs), to the exclusion of the procedures under clause 26.
 - 27.2.2 This clause also applies in circumstances where the Commissioner decides to amend, revoke or replace the Procedural Guidelines specified in the Fire Brigades Amendment (Disciplinary Process) Regulation 2012, which amends Part 4 of the Fire Brigades Regulation 2008.
 - 27.2.3 This clause also applies to any proposal by the Department which will result in, or is likely to result in, a substantial and ongoing reduction in the work collectively available to a brigade's employees.
- 27.3 Prior to making any decision to effect change under the specified clauses the Commissioner must consult with the Union.

- 27.4 Consultation will commence with a written notification to the Union regarding the proposed change(s). Thereafter there will be a reasonable opportunity for the Union to present its views in relation to the proposed changes.
- 27.5 If, during the consultation process, there is a reasonable basis for the Commissioner to conclude that the consultation process has been exhausted, the Commissioner shall advise the Union accordingly and the following procedures shall then operate.
- 27.6 The Commissioner will notify the Union and the workforce affected by the proposed change of his/her decision in relation to the subject of the proposed change as well as the process and timetable for its implementation.
- 27.7 If the matter remains in dispute and is referred by the Union to the Industrial Relations Commission within 7 days of the notification of the decision under clause 27.6, there will be no implementation of the change for a further 14 days from the date of notification, subject to any orders of the Industrial Relations Commission.
- 27.8 The Union and the Commissioner shall be bound by any order or determination of the Industrial Relations Commission in relation to the dispute.
- 27.9 If Industrial action is engaged in at any stage in the operation of the process under this clause, then the prohibition on implementation under clause 27.7 ceases to operate.

28. Attendance and Availability Requirements

- 28.1 The following attendance guidelines shall apply to employees covered by this Award:
- 28.1.1 Attendance at Incidents -
- 28.1.1.1 Employees are required to attend a minimum of 33% of all calls received by the employee's brigade in any six month period.
- 28.1.1.2 Employees are also required to attend a minimum of 80% of all calls received by the employee's brigade during periods of compulsory availability in any four week period.
- 28.1.2 Attendance at Drills - Employees are required to attend a minimum of 75% of all regular drills conducted at their brigade in any six month period.
- 28.2 Any calls received or drills conducted during a period of approved leave or authorised absence shall be deemed to have been attended at the relevant minimum level, being either 33%, 75% or 80% subject to subclause 28.1, when determining an employee's levels of attendance.
- 28.3 In cases where an employee's attendance falls below the requirements prescribed by subclause 28.1, the employee's Area Commander shall notify the employee in writing of such deficiency and inform the employee that his/her attendance will be monitored over the next 3 months. If the employee's attendance does not meet the required levels pursuant to subclause 28.1.1 for that 3 month period then disciplinary action may be initiated.
- 28.4 Employees who have been notified in terms of subclause 28.3 may make application to the Commissioner for special consideration.
- 28.5 The attendance requirements referred to in subclause 28.1 may be altered by agreement between the Department and the Union.
- 28.6 Compulsory Availability
- 28.6.1 Employees are required to declare a minimum number of hours during which they will be available to respond over the course of the coming week, and the days and times upon which this

declared availability will apply. The minimum number of hours required of each employee shall be known as compulsory availability, and shall be determined by their current Retainer as provided at subclause 6.3.1.1.

28.6.2 Subject to subclauses 28.6.3 and 28.6.4, the day(s) and time(s) of any period(s) of compulsory availability shall be determined by the firefighter in consultation with their Captain and the other employees attached to their brigade and confirmed by each employee using an agreed system or, if the Department and Union are not agreed, a system determined by the Industrial Relations Commission.

28.6.3 Employees who have not declared their compulsory availability for the requisite number of hours for the week commencing 0001 hours Friday by 1800 hours on the Wednesday immediately beforehand may be allocated the day(s) and time(s) of their period(s) of compulsory availability for the coming week by the Duty Commander in consultation, if practicable, with the brigade’s Captain, provided that an employee on the Standard Retainer cannot be assigned to a Weekday Retainer period without their consent.

28.6.4 If by 1800 hours on the Wednesday it is found that a surplus number of employees have declared their availability for a particular period then the Duty Commander may select the surplus employee(s) and allocate alternate day(s) and time(s) of compulsory availability for the employee(s) in consultation, if practicable, with them and the brigade’s Captain, provided that an employee on the Standard Retainer may not be reassigned to a Weekday Retainer period without their consent.

28.6.5 The surplus number of employees referred to in subclause 28.6.4 shall be determined by reference to the following table:

Minimum number of employees required to maintain safe and effective staffing	Surplus number of employees for the purpose of subclause 28.6.4
2	3 or more
4	6 or more
6	8 or more
8	10 or more

28.6.6 An employee who has declared a particular day(s), time(s) and/or period(s) of availability for the coming week may subsequently arrange a mutual exchange with another employee provided that the minimum number of hours required of the employee by subclause 28.6.1 will still be met and further, that the exchange receives the prior approval of the brigade’s Captain or Deputy Captain.

28.6.7 An employee who has been allocated a particular day(s), time(s) and/or period(s) of availability for the coming week pursuant to subclause 28.6.3 may apply to have such day(s), time(s) and/or period(s) varied, either in whole or in part, by written application to the Duty Commander, but must maintain that allocated availability unless and until advised otherwise by the Duty Commander.

29. Attendance at Major Emergencies

29.1 The provisions of this clause shall apply to those employees who attend a Major Emergency which has, following specification as such by the Commissioner, been deemed to attract such entitlements.

29.2 Travel Entitlements

29.2.1 Employees who are required to collect their firefighting uniform from the station shall be paid in accordance with subclause 9.1.1.1.

29.2.2 Employees who are required to use their private vehicle to attend the incident or a “pick up point” that is not at their station, shall be paid at the rate prescribed at Entitlement Code “KM” of Table 3 of Part B, for the return distance from the station to the incident or pick up point.

29.2.3 Employees who are provided with transport for any part of the forward and return journeys between their residence and the incident shall be entitled to be paid travelling time at the appropriate rate of pay for the employee's classification for the time spent travelling, provided that:

29.2.3.1 Travelling Time shall not be paid for any part of a journey where the employee received payment under subclauses 29.2.1 or 29.2.2 of this Award; and

29.2.3.2 Travelling Time for the forward journey shall be calculated as being the total time between departure from the station or pick up point to arrival at the incident; and

29.2.3.3 Travelling Time for the return journey shall be calculated as being the total time between departure from the incident to arrival at the pick up point or station.

29.3 Accommodation Entitlements

29.3.1 Employees who reside further than 50 kilometres from the scene of the major emergency shall be entitled to be provided with appropriate accommodation where their attendance at the emergency extends beyond a single day or in such cases where it would be unreasonable to travel at the conclusion of duty.

29.3.2 Notwithstanding the provisions of subclause 29.3.1, the Commissioner may grant approval to provide appropriate accommodation to employees who reside within 50 kilometres of the scene of a major emergency.

29.3.3 Employees who are provided with accommodation shall be entitled to claim the incidental allowance prescribed at Item 7 of Table 5 of Part B, for each day of attendance.

29.3.4 Employees who have an entitlement to accommodation but are not provided with appropriate accommodation shall be entitled to claim an accommodation allowance in accordance with subclause 20.3.

29.4 Meals

29.4.1 Employees shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of attendance at a major emergency.

29.4.2 Where meals are not provided to employees in accordance with subclause 29.4.1, an allowance set at Entitlement Code "MA" of Table 3 of Part B shall be paid.

29.4.3 Where employees are required to work between the meals provided for in subclause 29.4.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 8.1.

29.5 Payment for time spent in Attendance

29.5.1 Where an employee's period of attendance at a major emergency is less than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee's classification for the entire period of attendance.

29.5.2 Where an employee's period of attendance at a major emergency is greater than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee's classification for the following periods:

29.5.2.1 on the day of departure from the employees' residence, the period from the time of departure to 2400 Hrs; and

29.5.2.2 on the day of arrival at the employees' residence following attendance at the major emergency, the period from 0000 Hrs to the time of arrival; and

29.5.2.3 for the period between the day of departure to and the day of return from attendance at a major emergency, all time less any periods of down time, provided that employees will receive payment of a minimum of 16 hours per day.

29.5.3 For the purposes of this subclause the “period of attendance at a major emergency” shall mean the entire period from the time of departure from the employee’s residence until the time of return to the employee’s residence following attendance at the emergency.

29.5.4 For the purposes of this subclause “periods of down time” shall mean periods of not less than 8 consecutive hours where employees are neither performing operational duties nor on stand by to perform such duties.

30. Alcohol and Other Drugs

30.1 The joint Protocol on Drug and Alcohol Safety and Rehabilitation in the Workplace, signed by the Department and the Union on 18 March 1998, shall apply to all employees covered by this Award until 4 September 2013, when it will be replaced by the FRNSW Alcohol and Other Drugs Policy and associated FRNSW Alcohol and Other Drugs Testing Procedures which shall thereafter then apply to all employees covered by this Award.

30.2 The Department may develop a new Protocol, or revised policy or procedures following consultation between the Department and the Union.

31. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

31.1 The entitlement to salary package in accordance with this clause is available to permanent part-time employees.

31.2 For the purposes of this clause:

31.2.1 “salary” means the salary or rate of pay prescribed for the employee’s classification by clause 6, Rates of Pay and Allowances, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

31.2.2 “post compulsory deduction salary” means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

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

31.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary; and

31.3.2 an amount equal to the difference between the employee’s salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.

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

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

31.6 Except in accordance with subclause 31.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.

- 31.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 31.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - 31.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 31.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 31.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 31.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 31.9.1 Police Regulation (Superannuation) Act 1906;
 - 31.9.2 Superannuation Act 1916;
 - 31.9.3 State Authorities Superannuation Act 1987; or
 - 31.9.4 State Authorities Non-contributory Superannuation Act 1987,
- the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 31.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 31.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 31.11 Where the employee makes an election to salary package:
- 31.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 31.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Rates of Pay and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 31.12 The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 31.13 The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

32. Employees' Duties

- 32.1 An employee may be directed to carry out duties which are within the limits of his or her skills, competence, and training, in such a manner, as may be required by the Department, provided that:
- 32.1.1 the direction is reasonable, and
 - 32.1.2 the direction is not otherwise inconsistent with a provision of this Award.
- 32.2 Any direction issued by the Department pursuant to subclause 32.1 shall be consistent with:
- 32.2.1 the provision of a safe and health working environment,
 - 32.2.2 ensuring that the Department responds to relevant technological changes and changes in its operating environment in a timely and effective manner.
- 32.3 The parties to this Award shall work collaboratively to ensure the effective and reasonable operation of this clause.

33. Anti-Discrimination

- 33.1 It is the intention of the parties bound by this Award to seek to achieve the object in 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 33.2 It follows that in fulfilling their obligations under the Disputes Avoidance Procedures prescribed by Clause 26, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 33.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 33.4 Nothing in this Clause is taken to affect:
- 33.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 33.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 33.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 33.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 33.5 This Clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this Clause.

34. No Extra Claims

- 34.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

34.2 The terms of subclause 34.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

35. Area, Incidence and Duration

35.1 This Award rescinds and replaces the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2014 published 4 July 2014 (376 I.G. 374) as varied.

35.2 This Award shall take effect on and from 19 February 2016 and shall remain in force until 16 February 2017.

PART B

MONETARY RATES

The following retainers, rates of pay and allowances are effective on and from the date shown.

Table 1 - Retainers

Clause	Retainers per fortnight	Retainer Level	Entitlement Code	19 February 2016 \$
6.3.1.1	Recruit Firefighter, Firefighter and CFR Firefighter	Base	A	66.63
		50%	B	133.26
		75%	C	199.89
		100%	D	266.52
6.3.1.2	Deputy Captain and CFR Deputy Captain	Base	E	111.05
		50%	F	148.07
		75%	G	222.11
		100%	H	296.14
6.3.1.3	Captain and CFR Captain	Base	I	124.38
		50%	J	165.84
		75%	K	248.76
		100%	L	331.68

Table 2 - Rates of Pay

Clause	Rates of Pay		Entitlement Code	19 February 2016 \$
6.3	Recruit Firefighter	1 st hour	M	28.21
		Each further ½ hour or part	N	14.11
	Firefighter	1 st hour	O	31.73
		Each further ½ hour or part	P	15.87
	CFR Firefighter	1 st hour	Q	33.95
		Each further ½ hour or part	R	16.98
	Deputy Captain	1 st hour	S	35.26
		Each further ½ hour or part	T	17.63
	CFR Deputy Captain	1 st hour	U	37.73
		Each further ½ hour or part	V	18.87
	Captain	1 st hour	W	39.49
		Each further ½ hour or part	X	19.75

	CFR Captain	1 st hour	Y	42.25
		Each further ½ hour or part	Z	21.13
6.7.1	Relief Duties, all ranks	1 st two hours	RD2	106.38
		Each further hour	RDH	70.94
6.8.1.1	Royal Easter Show per hour, Recruit, Firefighter and CFR Firefighter		RASF	49.08
6.8.1.2	Royal Easter Show per hour, Deputy Captain and CFR Deputy Captain		RASDC	52.61
6.8.1.3	Royal Easter Show per hour, Captain and CFR Captain		RASC	56.84

Table 3 - Allowances

Clause	Allowances	Entitlement Code	19 February 2016 \$
6.9	RTAAS Allowance, per fortnight	RTAS	14.92
6.7.3, 9.1.1 9.2.1, 9.2.3 20.1, 20.5.5 29.2	Kilometre Allowance	KM	1.22
8.2.2, 8.3.1 29.4.2	Meal Allowance	MA	28.80
8.2.1, 8.3.1	Refreshment Allowance	RA	14.40

Table 4 - Authorised Duties

Attendance at:
<ul style="list-style-type: none"> • Bushfire Management Committee Meetings • Local/District Emergency Management Committee Meetings • Local Government Meetings • Zone/Regional conferences and information days • Other such meetings as authorised by the Department.
Completion of Fire Reports where insufficient time available at the conclusion of calls
Testing of Fire Alarms
Attendance at station to enable service and maintenance work to be carried out
Station maintenance (i.e. lawn mowing, cleaning, BA and equipment checks)
Performance of Engine Keeper duties
Transporting FRNSW equipment in private vehicle
Restowing of Firefighter vehicles
Hose Repairs
Transporting a Firefighting Vehicle for servicing and/or repairs from the Station to another location
Recharging of BA cylinders
Participation in selection committees
Attendance at PR activities (i.e. open days, fetes, career markets, information displays, etc.)
Attendance at Public Education activities (i.e. sessions in schools/community groups, smoke alarm campaigns)
Participation in joint training sessions/exercises with other emergency services
Attendance at training exercises/schools additional to the normal drill program
Hydrant Inspections
Pre-incident planning exercises

Table 5 - Travelling Compensation Allowances

Item	Clause	Description	Unit	On and from 1 July 2015	
No.	No.				
1	20.2.1	Breakfast	Per meal	## 25.90	^^ 23.20
2	20.2.2	Lunch	Per meal	## 29.15	^^ 26.50
3	20.2.3	Dinner	Per meal	## 49.65	^^ 45.70

4	20.3.1	Accommodation first 35 days (includes all meals) - Capital Cities	Per day	\$308.45 Sydney \$280.45 Adelaide \$328.45 Brisbane \$291.45 Canberra \$339.45 Darwin \$255.45 Hobart \$296.45 Melbourne \$356.45 Perth
		- High Cost Country Centres		\$288.45 Bourke \$263.45 Gosford \$275.45 Maitland \$258.45 Mudgee \$278.45 Newcastle \$452.45 Norfolk Island \$278.45 Orange \$263.45 Port Macquarie \$256.45 Queanbeyan \$264.45 Wagga Wagga \$259.45 Wollongong
		- Tier 2 Country Centres		\$246.15 Albury \$246.15 Armidale \$246.15 Bathurst \$246.15 Bega \$246.15 Broken Hill \$246.15 Coffs Harbour \$246.15 Cooma \$246.15 Dubbo \$246.15 Goulburn \$246.15 Griffith \$246.15 Gunnedah \$246.15 Lismore \$246.15 Muswellbrook \$246.15 Nowra \$246.15 Tamworth \$246.15 Tumut
		- Other Country Centres		\$224.15
5	20.3.2 & 29.3.3	Actual Necessary Expenses - all locations	Per day	18.75
6	20.3.3	Accommodation – after first 35 days and up to 6 mths	Per day	50% of the appropriate location rate
7	20.4	Incidental Expenses	Per day	\$18.75

Legend:

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

= Capital Cities & High Cost Country Centres.

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

J.V. MURPHY

CROWN EMPLOYEES (NSW POLICE FORCE COMMUNICATIONS OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 688 of 2015)

Before Commissioner Stanton

1 February 2016

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	No Extra Claims
3.	Definitions
4.	Salaries and Incremental Scales
5.	Appointments
6.	Transitional Arrangements
7.	Future Adjustments
8.	Hours
9.	Shift Rosters
10.	Flexible Rosters
11.	Car Parking - Sydney Police Centre Only
12.	Provision of Taxis
13.	Part-time Employment
14.	Special Operations
15.	Recreation Leave
16.	Notice of Absence
17.	Training and Development
18.	Introduction of New Technology
19.	Introduction of Change
20.	Disputes/Grievance Settlement Procedure
21.	Communications Officers Consultative Committee
22.	Deduction of Union Membership Fees
23.	Anti-Discrimination
24.	Secure Employment
25.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

2. No Extra Claims

- 2.1 Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014*, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2016 by a party to this Award.
- 2.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

3. Definitions

- 3.1 "Officer" unless otherwise specified, means and includes all persons employed by the NSW Police Force who, as of 1 January 1999, were occupying a position of Communications Officer, Senior Communications Officer, Shift Co-ordinator and Radio and Communications Operator (as defined) or who, after that date, were appointed to such a position.
- 3.2 "Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.
- 3.3 "NSW Police Force" or "the Force" means the NSW Police Force established by the *Police Act 1990*.
- 3.4 "Communications Officer" means all officers employed at dedicated communications centres including those located at Sydney, Newcastle, Oak Flats, Tamworth and Penrith, who provide telephone, radio and other communications services.
- 3.5 "Senior Communications Officer" means any Communications Officer in receipt of (at least) the fourth year increment of Communications Officer and who has been selected and appointed to a vacant position of Senior Communications Officer in accordance with the provisions of subclause 5.6 of clause 5, Appointments, of this award.
- 3.6 "Shift Co-ordinator" means a person who has been selected and appointed to a position of Shift Co-ordinator.
- 3.7 "Trainee" refers to those persons undergoing appropriate training leading to confirmation of appointment as a Communications Officer.
- 3.8 "Radio and Communications Operator" means those persons who, at 1 January 1999, were classified as Radio and Communications Operators under the provisions of the *Crown Employees (Police Service of New South Wales Radio and Communications Operators) Award* published 14 June 1996 (293 I.G. 233) and who do not meet the competency requirements for progression to Communications Officer fourth and fifth year.
- 3.9 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.10 "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the rates of pay at which they are appointed.

4. Salaries and Incremental Scales

For the life of this award, an officer shall be paid, according to the position held, skills attained and satisfactory years of service, an annual salary of not less than the amounts set out in Table 1 - Salaries, of Part B, Monetary Rates, of this award.

5. Appointments

- 5.1 Officers and persons applying for positions as Communications Officers shall be required to successfully complete a Communications Officer training course. The length and content of the training course shall be as determined from time to time by the Commissioner or delegate. Alternatively, an officer may be appointed directly to the position of Communications Officer without having to complete a Communications Officer training course or may only be required to complete an abridged training course. In such cases the Commissioner or delegate shall be satisfied that it is not necessary for an officer to complete the full Communications Officer's training course, having regard to the officer's prior experience, knowledge and skills.
- 5.2 Officers and persons appointed as Trainee Communications Officers shall be paid the Trainee's salary rate, as set out in Table 1 - Salaries, of Part B, Monetary Rates, until such time as they successfully complete the required Communications Officer training course. The maximum period allowed for the completion of the training course shall be three months unless the Commissioner or delegate is satisfied that, due to unforeseen circumstances, an extension of the training period beyond three months is justified. Provided that officers formerly classified as:
- (a) members within the terms of the *Police Act 1990*; and/or
 - (b) officers within the terms of the *Government Sector Employment Act 2013*; and/or
 - (c) persons with appropriate communications experience, shall receive the salary recommended by any selection committee and agreed to by the Commissioner or his/her delegate until such time as they successfully complete the required Communications Officer's training course for the period and under the conditions described earlier in this subclause. Provided further that where officers referred to in paragraphs (a), (b) and (c) of this subclause were formerly in receipt of a salary which is less than the Trainee's salary rate, then those officers shall receive the Trainee's salary rate for the period and under the conditions described earlier in this subclause.
- 5.3 Officers and persons selected for a position of Communications Officer and who complete the required Communications Officer course, and thus are eligible for actual appointment to such a position, will upon such appointment progress to the first year of the Communications Officer salary scale. Provided that officers and persons covered under paragraphs (a), (b) and (c) of subclause 5.2 shall be permitted to incrementally progress to the next increment under the Communications Officer salary scale at the completion of 12 months service, provided they satisfy any such other criteria for such progression.
- 5.4 For the purpose of incremental progression the increment date for officers in receipt of the Trainee rate of pay will be the date of progression from the position of Trainee to a position as a Communications Officer.
- 5.5 Incremental progression through each classification covered by this award shall be subject to the completion of 12 months service on the previous increment and the Commissioner or delegate being satisfied as to the conduct and service of the officer. Provided that further incremental progression from Communications Officer third year to Communications Officer fourth year shall be subject to the officer:
- (a) participating in the competency based training of newly appointed Trainees and Communications Officers; and
 - (b) participating in any training required for personal professional development and for the training of newly appointed Trainees and Communications Officers; and
 - (c) being prepared to relieve in Senior Communications Officer positions as required; and
 - (d) having completed a minimum of two years service as a Communications Officer; and
 - (e) satisfying the Commissioner or his/her delegate that the value of the work performed, the results achieved and the manner in which the duties are performed warrant such progression.

- 5.6 Appointment of persons to a position of Senior Communications Officer shall be subject to the occurrence of a vacancy and selection under the principles of merit based promotion. Persons eligible for appointment as a Senior Communications Officer shall be limited to:
- (a) Communications Officers who have at least attained the fourth year increment and have completed the Senior Communications Officer training course; or
 - (b) Officers employed under the *Police Act 1990* or the *Government Sector Employment Act 2013* who, in the opinion of the Commissioner or his/her delegate, possess skills and qualifications equivalent to those in paragraph (a) of this subclause.
- 5.7 Promotion to Shift Co-ordinator shall be by way of merit selection on the occurrence of a vacancy.

6. Transitional Arrangements

The following transitional arrangements shall apply to officers employed as Radio and Communications Operators under the provisions of the *former Crown Employees (Police Service of New South Wales Radio and Communications Operators) Award* as at 1 January 1999.

- 6.1 Officers classified as Radio and Communications Operators first to third year shall be reclassified as Communications Officers.
- 6.2 The officers referred to in subclause 6.1 of this clause shall retain the same increment level and date in the new salary/classification scale.
- 6.3 Officers classified as Radio and Communications Operators fourth and fifth year shall be reclassified as Communications Officers provided they meet the competency requirements for progression to Communications Officer fourth and fifth year as prescribed by subclause 5.5 of clause 5, Appointments.
- 6.4 The officers referred to in subclause 6.3 shall retain the same increment date and level in the new salary/classification scale.
- 6.5 Officers classified as Radio and Communications Operators who do not meet the competencies required for progression to Communications Officer fourth and fifth year shall be entitled to receive the salaries, and progress incrementally, in accordance with the salaries prescribed for Radio and Communications Operator in Table 1 - Salaries, of Part B, Monetary Rates, of this award.
- 6.6 Where officers referred to in subclause 6.5 of this clause subsequently attain the competencies required for progression to Communications Officer fourth and fifth year, they shall be reclassified in accordance with the provisions of subclauses 6.3 and 6.4. For the purpose of this subclause the date of reclassification shall be the date of attainment of the requisite competencies, as certified by the Commissioner or his/her delegate.

7. Future Adjustments

- 7.1 The parties recognise that the salaries prescribed in Table 1 - Salaries, of Part B, Monetary Rates, establish a salary structure for Communications Officers.
- 7.2 The salary rates in Table 1 - Salaries are set in accordance with the *Crown Employees (Public Sector - Salaries 2015) Award* and any replacement award.

8. Hours

Hours of work shall be an average of 35 per week.

9. Shift Rosters

Except as provided in clause 10, Flexible Rosters, shifts shall generally be of eight hours duration (seven hours duty plus one hour meal break). Where agreement is reached between the relevant Commander and officers at a particular location the meal break may be reduced from one hour to a minimum of 30 minutes. Subject to proper consultation, the starting and finishing times of shifts and the method of shift rostering may be varied.

10. Flexible Rosters

- 10.1 Notwithstanding clause 9, Shift Rosters, the parties agree that where 65 per cent of officers at a particular location and the relevant Centre Manager agree, flexible rosters may be introduced. This may involve changes to the current shift lengths, the starting and finishing times of shifts and/or the current rosters.
- 10.2 The conditions of flexible rostering shall be as agreed between the parties, but shall, to the greatest extent possible, reflect the terms and conditions of the flexible rostering provisions as applied to non-commissioned police officers.
- 10.3 Provided that shifts shall not be less than five hours duty or greater than 12 hours duty plus a meal break.
- 10.4 Provided further that there shall be a minimum of eight hours free of duty between rostered shifts. This requirement shall not apply on shift changeover days. However, on such days the maximum break possible will be granted.

11. Car Parking - Sydney Police Centre Only

Every effort will be made to provide car parking facilities for officers commencing a rostered shift at or after 6.00 p.m. and before 11.00 p.m. and for employees finishing a rostered shift after 11.00 p.m. and before 6.00 a.m.

12. Provision of Taxis

- 12.1 Cabcharge dockets will be available to officers on the same basis as outlined in clause 100, Provision of Transport in Conjunction with Working of Overtime, of the *Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009*.
- 12.2 Additionally, and to facilitate the progressive build-up and/or reduction of staffing levels to meet workload variations, officers whose rostered shifts commence after 11.00 p.m. and before 7.00 a.m. or whose rostered shifts finish after 11.00 p.m. and before 7.00 a.m. may, where circumstances are such as to warrant such provisions, be provided with a cabcharge docket for the journey to or from work and their usual residence.
- 12.3 Subject to their direction of travel, two or more officers may be required to share a taxicab when travelling to and/or from work.
- 12.4 The provision of taxi transport is only to apply to shift workers who normally use public transport for travel to and from work. Accordingly, at some locations where public transport is not normally available, there will not be any scope for taxi transport to be provided and officers will be fully responsible for transporting themselves to and from work.
- 12.5 The parties recognise that the purpose of the provision of taxi transport is to ensure the safety of officers where public transport which is normally available for use is either not available or is not reasonably available and to facilitate the working of unusual shifts.

13. Part-Time Employment

- 13.1 The parties agree that permanent part-time work may be implemented under the guidelines issued by the Secretary, Department of Premier and Cabinet.

- 13.2 The parties further agree that part-time Communications Officers may be engaged on the proviso that any officers so engaged are fully trained and accredited.
- 13.3 The employment of existing full-time Communications Officers will not be prejudiced by the employment of any part-time Communications Officer.

14. Special Operations

Communications Officers may be utilised on special operations, mobile field radios, etc., as circumstances require.

15. Recreation Leave

As a general principle, recreation leave including additional leave will be applied for in advance. Officers may apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.

16. Notice of Absence

- 16.1 The parties recognise the inevitability of an officer's occasional inability to attend for duty at short notice. The parties recognise further that any such occurrence will be beyond the control of the officer concerned.
- 16.2 In the interest of efficiency and in recognition of the integrity of officers, as much notice as possible will be given by officers of any inability to attend for duty, consistent with clause 20, Notification of Absence from Duty, of the *Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009*.

17. Training and Development

- 17.1 The NSW Police Force will provide comprehensive training programs for Communications Officers and for those occupying promotional positions.
- 17.2 All officers will be actively encouraged to participate in other staff development courses to enhance their own development and individual competencies.

18. Introduction of New Technology

The parties agree to co-operate fully in the implementation and/or trialling of new technology which may become available to facilitate the work of Communications Officers.

19. Introduction of Change

The parties agree to co-operate fully through the Communications Officers' Consultative Committee in the implementation and/or trialling of change in respect of the employment or organisation of Communications Officers with the objective of ensuring the most efficient, effective and productive use of resources.

20. Disputes/Grievance Settlement Procedure

- 20.1 The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:
- 20.1.1 Where a dispute/grievance arises at a particular work location, discussions including the remedy sought shall be held as soon as possible, and in any event within two working days of such notification, between the officer(s) concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- 20.1.2 Failing resolution of the issue, further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual officer(s)

and at their request the local Association delegate or workplace representative and the relevant Commander.

- 20.1.3 If the dispute/grievance remains unresolved the officer(s) local delegate or workplace representative or the relevant Commander may refer the matter to the Commander, Operational Information and Communications Command for discussion with the Association. Those discussions should take place as soon as possible and in any event within two working days of such referral.
- 20.1.4 If the dispute is not resolved at that stage the matter is to be referred to the NSW Police Force, Employee Relations Unit who will assume responsibility for liaising with senior executive members of the Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
- 20.1.5 During the process outlined above, the status quo will be maintained.

Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate supervising officer the notification may occur to the next appropriate level of management, including where required, to the Commissioner of Police or delegate.

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

- (a) the final decision of the Commissioner of Police does not resolve the dispute/grievance; or
 - (b) the final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Employee Relations Unit, or other agreed time frame.
- 20.1.6 At no stage during a dispute that specifically relates to this award may any stoppage of work occur or any form of ban or limitation be imposed.
- 20.1.7 Safety Issues - Procedure - In cases where a dispute is premised on an issue of safety, consultation between the Association and the Employee Relations Unit should be expedited. The status quo shall remain until such matter is resolved.
- 20.1.8 General - The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.
- 20.1.9 This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.
- 20.1.10 Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented and that the procedures are followed promptly.

21. Communications Officers Consultative Committee

- 21.1 It is intended for the purpose of this award to establish a forum within which matters concerning the formation of policy and procedures may be addressed.
- 21.2 The parties agree that members of the Committee should include representatives from the Communications Group Command, Country Communications Centre Management, a representative of the Association and up to four delegates including two country delegates.
- 21.3 This Committee shall meet on a needs basis within one week at the request of either party, or other agreed time frame.

22. Deduction of Union Membership Fees

- 22.1 The Association shall provide the employer with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 22.2 The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 22.3 Subject to subclauses 22.1 and 22.2 above, the employer shall deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions.
- 22.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- 22.5 Unless other arrangements are agreed to by the employer and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 22.6 Where an employee has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

23. Anti-Discrimination

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

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

24. Secure Employment

24.1 Work Health and Safety

24.1.1 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.

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

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

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

24.2 Disputes Regarding the Application of this Clause

24.2.1 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.

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

25. Area, Incidence and Duration

- 25.1 This award shall apply to Communications Officers employed by the NSW Police Force. Except where inconsistent with this award the provisions of the *Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009* will apply.
- 25.2 Changes made to this award subsequent to it being published on 31 August 2012 (374 IG 442) have been incorporated into this award as part of the review.
- 25.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 February 2016.
- 25.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first full pay period to commence on or after 1 July 2015.

Classification	Per Annum \$
Communications Officer	
Trainee	53,101
1st year	55,624
2nd year	58,687
3rd year	60,411
4th year	63,801
5th year	65,608
Senior Communication Officer	
1st year	69,696
2nd year	71,839
Shift Co-ordinators	
1st year	77,448
2nd year	79,891
3rd year	83,022
4th year	85,455
Radio and Communications Operators	
4th year	62,097
5th year	63,801

J. D. STANTON, Commissioner

CROWN EMPLOYEES (PARLIAMENT HOUSE CONDITIONS OF EMPLOYMENT) AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 711 of 2015)

Before Commissioner Stanton

13 January 2016

REVIEWED AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Area Incidence and Duration
4.	Terms of Employment
5.	Local Arrangements
6.	Hours of Duty and Attendance
7.	Casual Employment
8.	Part Time Employment
9.	Morning and Afternoon Tea Breaks
10.	Meal Breaks
10A.	Lactation Breaks
11.	Variation of Hours
12.	Natural Emergencies and Major Transport Disruptions
13.	Notification of Absence from Duty
14.	Public Holidays
15.	Standard Hours
16.	Flexible Working Hours Scheme
17.	Non-Compliance with Hours of Duty and Attendance
18.	Existing Determinations and Agreements - Hours of Duty
19.	Travel Allowances
20.	Excess Travelling Time
21.	Meal Expenses on One Day Journeys
22.	Restriction on Payment of Travel Allowances
23.	Increase or Reduction in Payment of Travelling Allowance
24.	Allowance Payable for the Use of Private Motor Vehicles
25.	Overseas Travel Allowance
26.	Staff Exchanges
27.	Community Language Allowance Scheme (CLAS)
28.	Flying Allowance
29.	First Aid Allowance
30.	Semi-Official Telephone Reimbursement
31.	On-Call Allowance
32.	Service Increments Allowance
33.	Uniforms, Protective Clothing and their Maintenance

34. Compensation for Damage to or Loss of Staff Members' Personal Property
35. Adjustment of Allowances
36. Leave - General
37. Leave for Casual Employees
38. Recreation Leave
39. Annual Leave Loading
40. Sick Leave
41. Sick Leave - Requirements for Medical Certificate
42. Sick Leave to Care for a Family Member
43. Sick Leave - Workers Compensation
44. Sick Leave - Other than Workers Compensation
45. Parental Leave
46. Family and Community Service Leave
47. Observance of Essential Religious or Cultural Obligations
48. Extended Leave
49. Leave Without Pay
50. Military Leave
51. Special Leave
- 51A. Leave for Matters Arising from Domestic Violence
52. Purchased Leave
53. Study Assistance
54. Staff Development and Training Activities
55. Trade Union Activities
56. Shift Work
57. Overtime
58. Grievance and Dispute Settling Procedures
59. Anti Discrimination
60. Existing Entitlements
61. Deduction of Union Membership Fees
62. Secure Employment

PART B

MONETARY RATES

Table 1 - Allowances.

2. Definitions

"Accumulation" means the accrual of leave or time. In respect of weekly study time "accumulation" means the aggregation of short periods of weekly study time that is granted for private study purposes.

"Agreement" means an agreement as defined in the *Industrial Relations Act 1996*.

"Approved Course" means a course which is relevant to the employment of the staff member in the department or the public service and one which has been approved by the Department Head.

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

"At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

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

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

"Capital City rate" means the travelling allowance rate applicable within the Sydney Telephone District Directory Coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State and Territory.

"Casual Employee" means any employee engaged on a casual basis in terms of Clause 7 "Casual Employment" of this Award.

"Contract hours for the day" for a full time staff member, means one fifth of the weekly full time contract hours, as defined in this award. For a part time employee, contract hours for the day means the hours usually worked on the day.

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

"Daily span of hours", means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract the payment of overtime, unless otherwise prescribed in this award.

"Day worker" means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 am and 6.00 pm or as negotiated under a local arrangement.

"Department" refers to the Department of the Legislative Assembly, the Department of the Legislative Council or the Department of Parliamentary Services.

"Department Head" means the Clerk of the Legislative Assembly or the Clerk of the Legislative Council or the Executive Manager Parliamentary Services, or a person authorised by the Department Head.

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

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

"Extended leave" means extended (long service) leave to which a staff member is entitled equivalent to Schedule 1 of the *Government Sector Employment Regulation 2013*, as amended from time to time.

"Flexible working hours credit" means the time exceeding the contract hours for a settlement period and is able to be banked under a local arrangement negotiated pursuant to clause 5, Local Arrangements of this award or carried over into the next settlement period.

"Flexible working hours debit" means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.

"Flexible working hours scheme" means the scheme outlined in clause 16, Flexible Working Hours Scheme of this award which enables staff members, subject to operational requirements, to select their starting and finishing times.

"Flexible Work Practices, Policy and Guidelines" means the document negotiated between the Industrial Relations Secretary, Unions New South Wales and affiliated unions which enables staff members to rearrange their work pattern.

"Flex leave" means a period of leave available to be taken by a staff member as specified in subclause (xv) of clause 16, Flexible Working Hours Scheme of this award.

"Full day" means the standard full time contract hours for the day, i.e., 7 or 8 hours depending on the classification of the staff member.

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

"Full-time contract hours" means the standard weekly hours, i.e., 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.

"Full-time position" means a position, which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

"Full-time staff member" means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.

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

"Headquarters" means the centre(s) to which a staff member is attached or from which a staff member is required to operate on a long term basis.

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

"Industrial Relations Secretary" means the Secretary of the Treasury who has functions under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2013* Government Sector Employment Rules.

"Local Arrangement" means an agreement reached at the organisational level between the Department Head(s) and the relevant trade union in terms of clause 5, Local Arrangements of this award.

"Local holiday" means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.

"Members' staff" means staff employed pursuant to the *Members of Parliament Staff Act 2013*, and any associated determinations.

"Normal hours of duty" means:

for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;

for a staff member working under a flexible working hours scheme or local arrangement hours of duty the Department Head requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

"Normal work", for the purposes of clause 58, Grievance and Dispute Settling Procedures of this award, means the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

"Official overseas travel" means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

"On duty" means the time required to be worked for the department. In terms of clause 55, Trade Union Activities of this award, trade union activities regarded as "on duty" means the time off with pay given by the department to the accredited union delegate to enable the union delegate to carry out legitimate trade union activities during ordinary work hours without being required to lodge an application for leave.

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

"On special leave" means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.

"Ordinary hourly rate of pay" means the hourly equivalent of the annual rate of pay of the classification as set out in the Crown Employees (Public Sector- Salaries 2015) Award calculated using the formula set out in Clause 7 'Casual Employment', of this Award.

"Overtime" means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Department Head, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty. Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 5, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Department Head to work more than 7 hours after finishing overtime or before commencing overtime.

"Parliamentary Catering Staff" means all staff members employed within the catering services area, and includes kitchen, wait and office staff.

"Parliamentary Reporting Staff" are employees classified as Reporters, Subeditors, Senior Subeditor and Deputy Editor of the Parliamentary Reporting Services Department.

"Part time entitlement", unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part time position or under a part time arrangement.

"Part time hours" means the hours which are less than the hours that constitute full-time work under the relevant industrial instrument.

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

"Part time staff member" means a staff member whose ordinary hours of duty are specified as part time in a formal industrial instrument or whose contract hours are less than the full-time hours.

"Prescribed ceasing time" means, for a staff member working standard hours, the conclusion of daily standard hours for that staff member. For a staff member working under a flexible working hours scheme, "prescribed ceasing time" means the conclusion of bandwidth of the scheme applying to that staff member.

"Prescribed starting time" means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours of that staff member. For a staff member working under a flexible working hours scheme, "prescribed starting time" means the commencement of bandwidth of the scheme applying to that staff member.

"Presiding Officers" means the Speaker of the Legislative Assembly or the President of the Legislative Council or both.

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

"Recall to duty" means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible working hours scheme.

"Relief staff" means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.

"Remote area" means for the purpose of clause 38, Recreation Leave, the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before the Acts repeal.

"Residence", in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

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

"Secondment" means an arrangement agreed to by the Department Head, the staff member and a public service department, a public sector organisation or a private sector organisation, which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment.

"Section" means a small unit under the administrative control of the relevant Department Head.

"Sessional Staff" means an officer as defined from time to time by the Clerk of the Parliaments in respect of the Legislative Council and the Clerk of the Legislative Assembly in respect of the Legislative Assembly, or the Executive Manager in respect of the Department of Parliamentary Services. Staff members shall be designated as Sessional Staff by 1 December each leave year and shall as part of the duties of their position be regularly required to work at least two sitting nights in every sitting period.

"Shift worker - Continuous Shifts" means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Department Head.

"Shift worker - Non-continuous Shifts" means a staff member who is not a "day worker" or a "shift worker - continuous shifts", as defined above.

"Sitting Day" is a period of time representing any day, being a 24-hour period, or days where:

- (a) in respect of Officers of the Legislative Council, the Legislative Council sits or is scheduled to sit;
- (b) in respect of officers of the Legislative Assembly, the Legislative Assembly sits or is scheduled to sit;
- (c) in respect of officers of the Department of Parliamentary Services who are required to work to support either or both Houses that are sitting or are scheduled to sit.

"Sitting Period" is a period of time representing a full working week, Monday to Friday, inclusive:

- (a) for officers of the Legislative Council during which that House is scheduled to sit;
- (b) for officers of the Legislative Assembly during which that House is scheduled to sit;
- (c) for officers of the Department of Parliamentary Services during which either or both Houses are scheduled to sit.

"Staff member" means an officer or a temporary employee and, unless otherwise specified in this award, includes both full-time and part time staff. For the purposes of maternity leave, as set out in clause 45, Parental Leave of this award, "staff member" means a female staff member.

"Standard hours" are set and regular hours of operation as determined by the Presiding Officer(s), or by the Department Head in accordance with any direction of the Presiding Officer(s). Standard hours are generally the hours that were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.

"Standby" means an instruction given by the Department Head to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

"Study leave" means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Department Head, if the activities to be undertaken are considered to be of relevance or value to the department and/or the public service.

"Study Time" means the time allowed off from normal duties on full pay to a staff member who is studying in a part time course which is of relevance to the department.

"Supervisor" means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Department Head to fulfil the role of a supervisor or manager, other than a person employed as a consultant or contractor.

"Temporary work location" means the place at or from which a staff member temporarily performs official duty if required to work away from headquarters.

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

"Trade Union Delegate" means an accredited union delegate responsible for his/her workplace; and/or a person who is elected by the trade union as its representative, an executive member or a member of the union's Council.

"Trade Union Official" means a person who is employed by the union to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the union for an agreed period of time.

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

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

3. Area, Incidence and Duration

- (i) This Award shall apply to permanent, temporary and casual employees of the Parliament of New South Wales with the exception of those employees whose conditions of employment are prescribed under another industrial instrument - such as Members' Staff and Parliamentary Reporting Staff.
- (ii) The changes made to the award pursuant to the Award Review in accordance with Section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 January 2016.
- (iii) Changes made to this award subsequent to it first being published on 10 August 2012 (373 I.G. 1592) have been incorporated into this award as part of the review.

4. Terms of Employment

- (i) Staff members shall be paid fortnightly.
- (ii) Notwithstanding anything contained in this award employment may be terminated by two weeks' notice given at any time by the Presiding Officer(s) in writing or such longer period as the Presiding Officer(s) may have contracted with any individual staff member. A staff member desiring to terminate their employment with the Presiding Officer(s) shall give two weeks' notice in writing to the Presiding

Officer(s) or such longer period as the Presiding Officer(s) may have contracted with any individual staff member.

- (iii) Provided that nothing contained in this clause shall prevent a staff member's employment being terminated without notice on the grounds of the staff member's serious wilful misconduct.

5. Local Arrangements

- (i) Local arrangements, as specified in this award, may be negotiated between the Department Head and the relevant trade union in respect of the whole department or section.
- (ii) All local arrangements negotiated between the Department Head and the Association must be:
- (a) approved in writing by the General Secretary of the Association; and
 - (b) contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an enterprise agreement or other industrial instrument.
 - (c) inclusive of a clause allowing either party to terminate the arrangement by giving 12 months notice.
- (iii) Subject to the provisions of subclause (ii) of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Department Head and the Association in respect of the provisions contained in clause 16, Flexible Working Hours Scheme of this award, where the conditions of employment of any group are such that the application of the standard flextime provisions would not be practicable.
- (iv) Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- (v) Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorized by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, flex leave is still available.

6. Hours of Duty and Attendance

- (i) Hours of attendance on duty
- (a) The hours of attendance on duty by members of staff and the manner of recording the attendance, shall be as determined from time to time by the Department Head.
 - (b) The staff member in charge of a department or section will be responsible to the Department Head for the proper observance of the hours of work and the proper recording of such attendance.
 - (c) The Department Head may require a staff member to perform duty beyond the hours determined under paragraph (a) of subclause (i) of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account: the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements, any risk to the staff member's health and safety, 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,

the notice (if any) given by the Department Head regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or

any other relevant matter.

(d) The application of hours of work is subject to the provisions of this clause.

(ii) Working Hours

(a) The ordinary hours may be standard or flexible and may be worked on a full time or part time basis.

(b) The Department Head shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

7. Casual Employment

(i) This clause will only apply to the employees whose conditions of employment are not otherwise included in another industrial instrument.

(ii) An employee defined as casual must be

(a) paid on an hourly basis.

(b) Engaged for a minimum of 3 hours consecutive hours for each day worked.

(c) Engaged for a maximum period of 9 consecutive hours per day (exclusive of meal breaks), with the payment of overtime required for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement under Clause 5 of this Award.

(iii) Rate of pay - 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.

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

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

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

(b) All casual employees shall receive 1/12 loading in lieu of annual leave.

(c) The loadings specified in sub clause (iii)(a) of this clause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

(iv) Overtime -

(a) casual employees shall be paid overtime for work performed:

(1) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under Clause 5 of this Award, cover the particular class of work or are required by the usual work pattern of the position; or

(2) Outside the bandwidth application to the particular class of work; or

- (3) In excess of the daily roster pattern applicable for the particular class of work; or
- (4) In excess of the standard weekly roster of hours for the particular class of work; or
- (5) In accordance with a local arrangement negotiated under Clause 5 of this Award
- (b) Overtime rates will be paid in accordance with the rates set out in Clause 57 Overtime of this Award.
- (c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in sub-clause (iii)(a) of this Clause.
- (d) The loading in lieu of annual leave as set out in subclause (iii)(b) of this Clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- (v) Application of other clauses of this Award to Casual employees:
 - (a) The following clauses of this Award do not apply to casual employees:
 - 6. Hours of Duty and Attendance
 - 11. Variation of Hours
 - 12. Natural Emergencies and Major Transport Disruptions
 - 14. Public Holidays
 - 15. Standard Hours
 - 16. Flexible Working Hours Scheme
 - 20. Excess Travelling Time
 - 30. Semi-Official Telephone Reimbursement
 - 36(i). Leave - General
 - 36(iii) Leave -Application for Leave
 - 38-52 Leave types and conditions
 - 55. Trade Union Activities subclauses (i)-(vii)
 - 56. Shiftwork
 - 57. Overtime (with the exception of the conditions specified in sub-clause 57 (ii)(b) Rates, 57(vi) Rest periods, 57(ix) Meal Breaks on Overtime, 57(x) Meal Allowances for Overtime
 - 60. Existing Entitlements

8. Part-time Employment

- (i) This clause shall only apply to part time staff members whose conditions of employment are not otherwise provided for in another industrial instrument
- (ii) Part time work may be undertaken with the agreement of the relevant Department Head. Part time work may be undertaken in a part time position or under a part time arrangement.
- (iii) A part time staff member is to work contract hours less than full-time hours.
- (iv) Unless otherwise specified in this Award, part time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part time position or under a part time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (v) Before commencing part time work, the Department Head and the staff member must agree upon:
 - a. The hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
 - b. Whether flexible working hours provisions or standard hours provisions will apply to the part time staff member; and
 - c. The classification applying to work to be performed.

- (vi) The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- (vii) Incremental progression for part time staff members is the same as for permanent staff members, that is, part time staff members who are eligible are given an increment on an annual basis.
- (viii) An employee may request, but not require, a part time staff member to work additional hours. For the time worked in excess of the staff member's usual hour and up to the normal full-time hours for the classification, part time staff members may elect to:
 - a. be paid for additional hours at their hourly rate plus a loading of 1/12ths in lieu of recreation leave
 - b. If working under a flexible working hours scheme under Clause 16 of the Award, or a local agreement made in accordance with clause 5 of the Award, have the time worked credited as flex time.
- (ix) For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with Clause 57 Overtime.

9. Morning and Afternoon Breaks

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

10. Meal Breaks

- (i) Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:
 - (a) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
 - (b) where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Department Head and the Association to provide for payment of a penalty.

10A. Lactation Breaks

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

- (vi) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (vii) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (viii) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 40, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 16, Flexible Working Hours of this award, where applicable.

11. Variation of Hours

- (i) If the Department Head is satisfied that a staff member is unable to comply with the general hours operating in the department because of limited transport facilities, urgent personal reasons, community or family reasons, the Department Head may vary the staff member's hours of attendance on a one off, short or long term basis, subject to the following:
 - (a) the variation does not adversely affect the operational requirements;
 - (b) there is no reduction in the total number of daily hours to be worked;
 - (c) variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
 - (d) a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
 - (e) no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
 - (f) ongoing arrangements are documented; and
 - (g) the relevant trade union is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

12. Natural Emergencies and Major Transport Disruptions

- (i) A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - (a) apply to vary the working hours as provided in Clause 11 of this Award and/or
 - (b) negotiate an alternative work location with the Department and/or
 - (c) take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay according to the provisions of this award to cover the period concerned.

13. Notification of Absence from Duty

- (i) If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.

- (ii) If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate Department Head, the amount representing the period of absence shall be deducted from the staff member's pay.

14. Public Holidays

- (i) Unless directed to attend for duty by the Department Head, a staff member is entitled to be absent from duty on any day which is:
 - (a) a public holiday throughout the State; or
 - (b) a local holiday in that part of the State at or from which the staff member performs duty; or
 - (c) day between Boxing Day and New Year's Day determined by the appropriate Department Head as a public service holiday.
- (ii) A staff member, who is required by the Department 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.
- (iii) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

15. Standard Hours

- (i) Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part time.
- (ii) Urgent Personal Business - Where a staff member is required to undertake urgent personal business, appropriate leave or time off may be granted by the Department Head. Where time off has been granted, such time shall be made up as set out in subclause (iv) of this clause.
- (iii) Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Department Head approves, make the time up in accordance with subclause (iv) of this clause.
- (iv) Making up of Time - The time off taken in circumstances outlined in subclause (ii) and (iii) of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Department Head.

16. Flexible Working Hours Scheme

- (i) Unless local arrangements have been negotiated as provided in clause 5, Local Arrangements of this award, a flexible working hours scheme in terms of this clause may operate in a department or a section of a department, subject to operational requirements, as determined by the Department Head.
- (ii) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in a department shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses (xiii), (xvii) and xviii of this clause, all other provisions under this clause shall be applied pro rata to a staff member working under a part time work arrangement.
- (iii) Exclusions - Flexible working hours shall not apply to staff members who:
 - (a) work permanent standard hours; or
 - (b) work according to a shift roster; or

- (c) have coverage under another award, Enterprise Agreement or other agreement that prescribes the hours of attendance.
 - (d) are Members' staff as defined in clause 2, Definitions of this award.
 - (e) are sessional staff (sessional staff will not work under the flexible hours scheme on any sitting day and shall revert to standard hours for sitting days)
 - (f) are Parliamentary Reporting Staff as defined in clause 2, Definitions of this award.
- (iv) Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth, and the accrual of time towards flexible working hours credit, shall be subject to the availability of work.
- (v) Bandwidth - The bandwidth is the period during the day when staff may record time worked. Time shall not be credited to an officer for attendance outside the bandwidth. The bandwidth for staff (excluding those specified in sub-clause (vi) shall be between the hours of 7.30 am. and 6.00 pm, unless a different time span has been negotiated under a local arrangement in terms of clause 5, Local Arrangements of this award.
- (vi) The bandwidth for staff defined in Clause 2, Definitions of this Award as Parliamentary Catering Staff shall be between the hours of 6.30 am and 5:00pm, unless a different time span has been negotiated under a local arrangement covering Parliamentary Catering Staff in terms of clause 5, Local Arrangements of this Award.
- (vii) Coretime - Coretime is the period during the day when staff are required to be on duty, unless on authorised leave. The coretime for staff, excluding those specified in sub-clause viii, shall be between the hours of 10.00a.m. and 4.00p.m, unless other arrangements have been negotiated under a local arrangement in terms of clause 5, Local Arrangements of this award. Coretime does not include the lunch break.
- (viii) Coretime for staff defined in Clause 2, Definitions of this Award as Parliamentary Catering Staff shall be between the hours of:
- 9.00 am - 10.30 am
12.00 noon - 3.00pm
- unless a different time span has been negotiated under a local arrangement covering Parliamentary Catering Staff in terms of clause 5, Local Arrangements of this Award.
- (ix) Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by staff members (excluding those specified in sub clause x) for up to 2 hours or reduced to not less than 30 minutes within the span of hours 12.00 noon and 2.30 pm or as other span of hours determined by the Department Head. Where a local arrangement has been negotiated in terms of clause 5, Local Arrangements of this award, the lunch break shall be taken in accordance with such local arrangement.
- (x) The maximum permissible lunch break for staff defined in Clause 2, Definitions of this Award as Parliamentary Catering Staff shall be 1 hour and 30 minutes taken between the period 10.30 am to 12.00 noon, unless a different time span has been negotiated under a local arrangement in terms of clause 5, Local Arrangements of this Award to cover Parliamentary Catering Staff.
- (xi) Settlement period -Unless a local arrangement has been negotiated in terms of clause 5, Local Arrangements of this award, the settlement period shall be four weeks.
- (a) For time recording purposes the settlement period and flex leave must coincide.

- (b) Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Department Head may extend the affected settlement period by a further 4 weeks.
- (xii) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- (xiii) Flexible working hours credit - a staff member may carry a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of clause 5, Local Arrangements of this award may be negotiated in respect of the carry over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.
- (xiv) Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period may exceed 150 hours, the supervisor and staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- (xv) Cessation of duty - Except as provided in subclause (xiii) of this clause, a staff member may receive payment for a flex day accrued and remaining untaken or not forfeited on the last day of service:
 - (a) where the staff member's services terminate without a period of notice for reasons other than misconduct; or
 - (b) where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused; or
 - (c) in such other circumstances as have been negotiated between the Department Head and the relevant trade union(s) under a local arrangement in terms of clause 5, Local Arrangements of this award.
- (xvi) Subject to any local arrangements, where a staff member ceases duty in the department in order to take up employment in another public service or public sector organisation, the same provisions as apply to recreation leave under the Public Sector Staff Mobility policy shall apply to the accrued but untaken or not forfeited flex leave.
- (xvii) Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 5, Local Arrangements of this award:
 - (a) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period.
 - (b) Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.
 - (c) Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next NSW public sector organisation under the Public Sector Staff Mobility policy.
- (xviii) Flex leave - Subject to operational requirements, a staff member may take off one full day or two half days in a settlement period of 4 weeks. Flex leave may be taken on consecutive working days. Half day absences may be combined with other periods of authorised leave. As specified in sub-clause 5(v) Local Arrangements, Flex leave may not be approved where an employee has accrued more than 8 weeks recreation leave.
- (xix) Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 5, Local Arrangements of this award.

- (xx) Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, including late attendances, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in paragraph (d) subclause (ii) of clause 36, Leave General of this award.
- (xxi) Standard hours - Notwithstanding the provisions of this clause, the Department Head may direct the staff member to work standard hours and not flexible hours:
- (a) where the Department Head decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the department or section of the department, the relevant union shall be consulted, where appropriate; or
 - (b) as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- (xxii) Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the department, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday drawn from staff members accrued flex balance.
- (xxiii) Flexible Work Practices
- (a) Nothing in this award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under Flexible Work Practices, Policy and Guidelines.
 - (b) Flexible working hours agreements negotiated in terms of the Flexible Work Practices, Policy and Guidelines after the effective date of this award shall be subject to the conditions specified in this award and in consultation with the relevant trade union.

17. Non-Compliance With Hours of Duty and Attendance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Department Head, shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action according to management of unsatisfactory performance guidelines.

18. Existing Determinations and Agreements - Hours of Duty

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

19. Travel Allowances

- (i) Travel Allowance General
- (a) Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the department.
 - (b) The Department Head shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
 - (c) Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.

- (d) Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
 - (e) The Department will elect whether to pay the accommodation directly, or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
 - (f) Production of Receipts - As and when required by the Department Head, payment of travelling expenses shall be subject to the production of receipts or other acceptable evidence of expenditure.
 - (g) The need to obtain overnight accommodation shall be determined by the Department Head having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the Department Head.
- (ii) Accommodation and allowances
- (a) Subject to sub-clause (h), a staff member who is required by the Department Head to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residences in order to perform the work.
 - (b) If meals are provided by the Government at the temporary work location the staff member shall not be entitled to claim the meal allowance.
 - (c) For the first 35 days, the payment shall be either
 - (1) where the Department elects to pay the accommodation provider the staff member shall receive
 - A. the appropriate meal allowance in accordance with Item 1 of Table 1, and
 - B. incidentals as set out in Item 3 of Table 1, and
 - C. actual meal expenses properly and reasonably incurred (excluding morning and afternoon tea) for any residual part day travel
 - (2) Where the Department elects not to pay the accommodation provider the staff member shall elect to receive either:
 - A. the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates for every 24 hours absence by the staff member from their residence, and actual meal expenses properly and reasonable incurred (excluding morning and afternoon tea) for any residual part day travel; OR
 - B. In lieu of sub-paragraph A of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 3 of Table 1 - Allowances of Part B Monetary Rates.
 - (d) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Department Head that, despite the period being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred. Where a staff member is unable to so satisfy the Department Head or where part day travel at the end of

the trip is involved, the allowance payable for part days of travel shall be limited to the actual expenses incurred during such part day travel.

- (e) A claim under this subclause shall not be made at the set rate for part of the absence (see paragraph (b) of this subclause) and then on the basis of actual expenses for the other part of the absence, except as provided for in paragraph (c) of this subclause.
- (f) After the first 35 days -If a staff member is required by the Department Head to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in item 4 of Table 1 allowances of part B Monetary Rates.
- (g) Long term arrangements - as an alternative to the provisions after the first 35 days set out in paragraph (f) above the Department Head could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- (h) The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location will not constitute a break in temporary work arrangements.
- (i) This clause does not apply to staff members who are on an employee initiated secondment.

20. Excess Travelling Time

- (i) A staff member directed by the Department Head to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Department Head's discretion, be compensated for such time either by:
 - (a) payment calculated in accordance with the provisions contained in this subclause; or
 - (b) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorized by the staff member's manager.
- (ii) Compensation under subparagraphs (a) or (b) of this Clause, shall be subject to the following conditions:
 - (a) on a non-working day, subject to the provisions of sub-clauses (v)(d), (e), and (f) - all time spent travelling on official business;
 - (b) on a working day - subject to the provisions of subclause (v), all additional time spent travelling before or after the staff member's normal hours of duty.
 - (c) the period for which compensation is being sought is more than a half an hour on any one day.
- (iii) No compensation for travelling time shall be given in respect of travel between 11.00p.m. on any one day and 7.30a.m. on the following day where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (iv) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- (v) Compensation for excess travelling time shall exclude the following:
 - (a) time normally taken for the periodic journey from home to headquarters and return;
 - (b) any periods of excess travel of less than 30 minutes on anyone day;

- (c) travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to undertaken;
 - (d) time from 11.00p.m. on one day to 7.30a.m. on the following day if sleeping facilities have been provided.
 - (e) travel not undertaken by the most practical available route;
 - (f)
 - (f) any travel undertaken by a member of staff whose salary includes an "all incidents of employment" component;
 - (g) travel overseas
 - (h) Time within the flex time bandwidth
- (vi) Waiting Time -When a staff member is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the normal hours of duty, such waiting time shall be treated and compensated in the same manner as travelling time.
- (vii) Payment - Payment for travelling time calculated in terms of this subclause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal Hours of Work}}$$
- (viii) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (ix) Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- (x) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

21. Meal Expenses on One-Day Journeys

- (i) A staff member who is authorised by the Department Head to undertake a one day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the following allowances as set out in Item 1 of Table 1 of Part B Rates for: -
- (a) breakfast when required to commence travel at or before 6.00a.m. and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30p.m.; and
 - (c) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

22. Restrictions on Payment of Travelling Allowances

- (i) An allowance under Clause 19 Travel Allowance is not payable in respect of:
- (a) any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;

- (b) any period of leave, except with the approval of the Department Head or as otherwise provided by this subclause; or
 - (c) any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- (ii) A staff member who is in receipt of an allowance under Clause 19 Travel allowance shall be entitled to the allowance in the following circumstances:
- (a) When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location;
 - (b) When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;
- but is not entitled to any other allowance in respect of the same period.

23. Increase Or Reduction in Payment of Travelling Allowances

- (i) Where the Department Head is satisfied that an allowance under Clause 19: Travel Allowances is:
- (a) Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
 - (b) In excess of the amount that would adequately reimburse the staff member for expenses properly and reasonably incurred, the Department Head may reduce the allowance to an amount that would reimburse the staff member for expenses incurred properly and reasonably.

24. Allowance Payable for the Use of Private Motor Vehicles

- (i) The Department Head may authorise a staff member to use a private motor vehicle for work where:
- (a) such use will result in greater efficiency or involve the department in less expense than if travel were undertaken by other means; or
 - (b) where the staff member is unable to use other means of transport due to a disability.
- (ii) 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.
- (a) the casual rate is payable if a staff member elects, with the approval of the Department 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.
 - (b) the official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.
- (iii) A staff member who, with the approval of the Department Head, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 1 of Part B Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause (x) of this clause.
- (iv) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942*,

- a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department Head.
- (v) Where a private vehicle is damaged while being used for work any normal excess insurance charges prescribed by the insurer shall be reimbursed by the department, provided:
 - (a) the damage is not due to negligence by the staff member; and
 - (b) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
 - (vi) Provided the damage is not the fault of the staff member, the department shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
 - (a) the damage was sustained on approved work activities; and
 - (b) the costs cannot be met under the insurance policy due to excess clauses.
 - (vii) Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
 - (viii) Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 6 of Table 1 of Part B Rates.
 - (ix) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters. Headquarters means the administrative headquarters to which the staff member is attached or from which the employee is required to operate on a long-term basis or the designated headquarters per (a) below:
 - (a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member in which the staff member is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
 - (b) A staff member's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.
 - (x) On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.
 - (xi) Where headquarters has been designated per (ix)(a) above and the staff member is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.
 - (xii) 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 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 sub-paragraph is exclusive of, and not in addition to, days referred to in (a), (b) and (c) above.
- (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Department Head is satisfied that:
 - at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - the periodical ticket was in fact purchased; and
 - in regard to train travellers, no allowance is to be paid in respect of the distance between the staff member's home and the railway station or other immediate transport stopping place.

25. Overseas Travel Allowance

Unless the Department Head determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member who is required by the department to travel overseas on official business, shall be paid the appropriate travelling rates as specified in the relevant Treasury Circular as issued from time to time.

26. Staff Exchanges

- (i) The Department Head may arrange two way or one way exchanges with other organisations both public and private, if the department or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the department's business.
- (ii) The conditions applicable to those staff members who participate in exchanges will be determined by the Department Head according to the individual circumstances in each case.
- (iii) The provisions of this subclause do not apply to the loan of services of staff members to trade unions. The provisions of subclause (iv) of clause 55, Trade Union Activities of this award apply to staff members who are loaned to their trade union.

27. Community Language Allowance Scheme (CLAS)

- (i) Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not:
 - (a) employed as interpreters and translators; and
 - (b) employed in those positions where particular language skills are an integral part of essential requirements of the position,

shall be paid an allowance as specified in Item 7 of Table 1 of Part B Rates.
- (ii) The base level of the CLAS is paid to staff members who:
 - (a) are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
 - (b) have passed an examination administered by the Community Relations Commission, or who have passed a National Accreditation Authority for Translators and Interpreters (NAATI) language recognition award.

- (iii) The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:
 - (a) are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the Department Head; or
 - (b) have achieved qualifications of NAATI interpreter level or above. This recognizes that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

28. Flying Allowance

- (i) Staff members, other than those employed to fly aircraft, shall be paid an allowance as specified in Item 13 of Table 1 Allowances of Part B Monetary Rates when required to work from an in flight situation. The flying allowance payable under this clause shall be paid in addition to any other entitlement for the time actually spent working in the aircraft.

29. First Aid Allowance

- (i) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 8 of Table 1 of Part B Monetary Rates.
- (ii) The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Defence or Red Cross Society's First Aid Certificates) issued within the previous three years.
- (iii) The Holders of current Occupational First Aid Certificate Allowance Rate will apply to a staff member appointed as a First Aid Officer who:
 - (a) 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
 - (b) holds an Occupational First Aid Certificate issued within the previous three years.
- (iv) The First Aid Allowance shall not be paid during leave of one week or more.
- (v) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- (vi) First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and need to be trained to meet Departmental needs, and the cost of retraining First Aid Officers, are to be met by the Department.

30. Semi-Official Telephone Reimbursement

- (i) Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this subclause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the department, as and when required.
- (ii) The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- (iii) The semi-official telephone allowance applies to staff who are required, as part of their duties to:
 - (a) give decisions, supply information or provide emergency services; and/or

- (b) be available for reasons of safety or security for contact by the public outside of normal office hours.
- (iv) Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
 - (a) the connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
 - (b) the full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
 - (c) the full cost of official local, STD and ISD calls.
- (v) To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
 - (a) date, time, length of call and estimated cost;
 - (b) name and phone number of the person to whom call was made; and
 - (c) reason for the call.

31. On-Call Allowance

Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:

- (i) entitled to be paid the on call allowance set out in Item 9 of Table 1 of Part B Rates when directed by the department to be on call outside the staff member's working hours;
- (ii) if a staff member who is on call, is called out by the department, the overtime provisions as set out in Clause 57, Overtime of this award shall apply to the time worked;
- (iii) 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.

32. Service Increments Allowance

- (i) Staff members previously employed as Security Officers who received a long Service Increment Allowance will continue to receive this allowance on a personal basis during their employment with the NSW Parliament. The allowance will be paid at the rate specified in Item 14 of Table 1 of Part B Rates.
- (ii) Service increments allowances are not payable to any other staff members other than those under subclause (i) above.

33. Uniforms, Protective Clothing and Their Maintenance

- (i) Uniform and protective clothing provided by the department - A staff member who is required or authorised by the appropriate Department Head to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the department with such clothing and, except as specified in subclause (iii) of this clause, shall be paid an allowance at the rate specified in Item 10 of Table 1 of Part B Rates for laundering the uniform or protective clothing.
- (ii) Uniform and protective clothing provided by the staff member - Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

- (iii) Payment of laundry allowance - Unless the staff member is entitled to receive a laundry allowance under another industrial instrument, or the Parliament provides the cleaning and laundry service, the staff member to whom subclause (i) or (ii) of this clause apply, shall be paid an allowance at the rate specified in Item 10 of Table 1 of Part B Rates for laundering the uniform or protective clothing.
- (iv) Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the department.
- (v) Uniforms and protective clothing provided by the Department will be replaced upon certification by the Manager that they are no longer serviceable.

34. Compensation for Damage to Or Loss of Staff Members' Personal Property

- (i) Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the department covering the damage to or loss of the personal property of the staff member.
- (ii) If a claim under subclause (i) of this clause is rejected by the insurer, the Department Head may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
 - (a) is due to the negligence of the department, another staff member, or both, in the performance of their duties; or
 - (b) is caused by a defect in a staff member's material or equipment; or
 - (c) results from a staff member's protection of or attempt to protect departmental property from loss or damage.
- (iii) Compensation in terms of subclause (ii) 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 Department 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.
- (iv) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- (v) Compensation for the damage sustained shall be made by the department 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.

35. Adjustment of Allowances

- (i) The allowance specified in paragraph (x (xi)(b) of clause 57, Overtime, will be adjusted in line with the Crown Employees (Public Sector - Salaries 2015) Award or any variation or replacement award.
- (ii) Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowance amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
 - (a) Clause 19 Travel Allowances
 - (b) Clause 21 Meal expenses on one day journeys;
 - (c) Subclause 57(x) Overtime meal allowances
- (iii) 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 ATO:

- (a) Clause 24 Allowance payable for the use of private motor vehicle
- (iv) 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 33 Uniforms, protective clothing and their maintenance
- (v) Allowances payable in terms of clauses listed in this paragraph shall be adjusted in line with any increases to the same allowances payable under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or any replacement award and shall be adjusted on and from the date or pay period the percentage increase takes effect:
 - (a) Clause 27 Community Language Allowance Scheme
 - (b) Clause 28 Flying Allowance
 - (c) Clause 29 First Aid Allowance
 - (d) Clause 31 On-call allowance

36. Leave - General

- (i) General
 - (a) The leave provisions contained in this award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Department Head and the relevant trade union in terms of clause 5, Local Arrangements of this award.
 - (b) Unless otherwise specified, part time staff members will receive the conditions of this clause on a pro rata basis, calculated according to the number of hours worked per week.
 - (c) The leave provisions of this award do not apply to an apprentice, except in respect of recreation leave if the entitlement to recreation leave under the apprenticeship award is less favourable than the recreation leave provisions under this clause.
 - (d) A temporary employee is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the Parliament, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
 - (e) Where paid and unpaid leave available to be granted under this clause are combined, paid leave shall be taken before unpaid leave.
- (ii) Absence from Work
 - (a) A staff member must not be absent from work unless reasonable cause is shown.
 - (b) If a staff member is absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
 - (c) If a satisfactory explanation for the absence is not provided, the staff member will be regarded as absent from duty without authorised leave and the Department Head shall deduct from the pay of the staff member the amount equivalent to the period of the absence.

- (d) The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
 - (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.
- (iii) Application for Leave
- (a) An application by a staff member for leave under this award shall be made to and dealt with by the Department Head.
 - (b) the Department Head shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the department permit this to be done.

37. Leave for Casual Employees

- (i) Other than as described under subclauses (iii), (iv), (v) and (vii) of this clause, casual employees are not entitled to any other paid or unpaid leave.
- (ii) Casual employees will be paid a loading of 1/12th in lieu of annual leave.
- (iii) Casual employees will be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- (iv) 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 Department Head must not fail to re-engage a regular casual employee because:
 - 1. the employee or employee's spouse is pregnant; or
 - 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 casual employees are not affected, other than in accordance with this clause.

- (v) Personal Carers Entitlement for casual employees
 - (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in subclause (vi) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in paragraph (d), and the notice requirements set out in paragraph (e).
 - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
 - (d) The casual employee shall, if required:
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

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

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

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (vi) A family member for the purposes of paragraph (v)(a) of this clause is the same as defined under subclause 42(iv)(b) Sick Leave to care for a family member.
- (vii) Bereavement entitlements for casual employees
 - (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
 - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
 - (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

38. Recreation Leave

- (i) Accrual
 - (a) Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year.
 - (b) Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
 - (c) Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, who is stationed indefinitely in a remote area of the State, as defined in clause 2, Definitions of this award.
 - (d) Additional recreation leave, at the rate of 10 days per year, accrues to a staff member, who is Sessional Staff as defined in clause 2, Definitions.
 - (e) A staff member who is not defined as Sessional Staff who at 12 March 1992 was in receipt of 6 weeks leave each year will continue to receive six (6) weeks leave each year maintained on a personal basis.
 - (f) Recreation leave accrues from day to day.

- (ii) Limits on Accumulation of recreation leave and direction to take leave
- (a) At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Department Head in special circumstances.
 - (b) Where the operational requirements permit, the application for leave shall be dealt with by the Department Head according to the wishes of the staff member.
 - (c) The Department Head shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent, and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Department or Section.
 - (d) The Department Head shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and may direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the department or section.
 - (e) A staff member must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Department must cooperate in this process. The Department may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 9 weeks by 30 June 2011.
 - (f) Staff defined as Sessional Staff, in paragraph (c) 8 weeks substitutes for 6 weeks and in paragraph (d) and (e) 10 weeks substitutes for 8 weeks.
- (iii) Conservation of recreation leave - If the Department Head is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of less than 8 weeks, or its hourly equivalent the Department Head shall:
- (a) specify in writing the period of time during which the excess shall be conserved; and
 - (b) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week level specified.
 - (c) The Department Head will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- (iv) Recreation Leave - Other provisions
- (a) Unless a local arrangement has been negotiated between the Department Head and the relevant trade union, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
 - (b) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fraction less than a quarter being rounded up).
 - (c) Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (d) of this subclause.
 - (d) Recreation leave does not accrue during leave without pay other than:
 - (1) Military leave taken without pay when paid military leave entitlements are exhausted;
 - (2) Absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;

- (3) Any continuous period of sick leave taken without pay when paid sick leave is exhausted
 - (4) Incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers' Compensation Act 1988*; or
 - (5) Periods of sick leave without pay or any other approved leave without pay which when aggregated do not exceed 5 working days in any period of 12 months.
- (e) 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 (d) of this subclause above shall be calculated to an exact quarter day (fractions less than a quarter being rounded down).
 - (f) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay.
 - (g) 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 45 Parental Leave.
 - (h) On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave, which remains untaken.
 - (i) A staff member to whom paragraph (h) 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.
 - (j) Death -Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death shall be paid to the staff member's nominated beneficiary.
 - (k) Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
 - (1) to the widow, widower or de facto partner of the staff member; or
 - (2) if there is no widow, widower or de facto partner, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
 - (3) if there is no such widow, widower or de facto partner or children, to the person who, in the opinion of the Department Head was, at the time of the staff member's death, a dependent relative of the staff member; or
 - (4) if there is no person entitled under subparagraphs (1) or (2) or (3) of this paragraph to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.
 - (l) A staff member entitled to additional recreation leave under 38(i)(c) and (d) can elect at any time to cash out the additional recreation leave.

39. Annual Leave Loading

- (i) General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subparagraph. Subject to the provisions set out in subclauses (ii) to (vi) 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.
- (ii) Loading on additional leave accrued - Where additional leave is accrued by a staff member:

- (a) as compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the higher.
- (b) if stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- (iii) Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
 - (a) the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
 - (b) 17½% annual leave loading.
- (iv) Maximum Loading -Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- (v) 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.
- (vi) 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:
 - (a) annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two consecutive weeks leave for recreation purposes. Such leave may be a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off.
 - (b) if at least two weeks leave as set out in paragraph (a) of this subclause is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
 - (c) 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 subparagraph (a) of this subclause is taken.
 - (d) a staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the staff member's serious and intentional misconduct.
 - (e) Except in cases of Voluntary Redundancy, proportionate leave loading is not payable on cessation of employment.

40. Sick Leave

- (i) Illness in this clause and in clauses 41 and 42 means physical and psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- (ii) Payment for sick leave is subject to the staff member:
 - (a) Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible, and
 - (b) Providing evidence of illness as soon as practicable if required by clause 41.

- (iii) If the Department Head is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Department Head:
 - (a) shall grant to the staff member sick leave on full pay; and
 - (b) may grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this Award to sick leave on full pay.
- (iv) The Department Head may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
 - (a) is unable to carry out their duties without distress; or
 - (b) risks further impairment of their health by reporting for duty; or
 - (c) is a risk to the health, wellbeing or safety of other staff members, Departmental clients or members of the public.
- (v) The Department Head may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- (vi) Entitlements
 - (a) At the commencement of employment with the Parliament, a full time staff member is granted an accrual of 5 days sick leave.
 - (b) After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - (c) After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.
 - (d) All continuous service as a staff member with 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.
 - (e) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
 - (f) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - (g) Paid sick leave shall not be granted during a period of unpaid leave.
- (vii) Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Department 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.
- (viii) Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

41. Sick Leave - Requirements for Medical Certificate

- (i) A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Department Head in respect of the absence.

- (ii) In addition to the requirements under subclause 40(ii), Sick Leave of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Department Head. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Department Head for each occasion absent for the balance of the calendar year.
- (iii) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Department Head is satisfied that the reason for the absence is genuine.
- (iv) If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Department Head will advise them in advance.
- (v) If the Department Head is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to the Government's nominated medical assessment provider for advice.
 - (a) The type of leave granted to the staff member will be determined by the Department Head based on the Government's nominated medical assessment provider's advice.
 - (b) If sick leave is not granted, the Department Head will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- (vi) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentiality by an alternate manager or the human resources section of the Department.
- (vii) The reference in this clause to evidence of illness shall apply as appropriate:
 - (a) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Department Head's discretion, another registered health services provider, or
 - (b) where the absence exceeds one week, and unless the health provider listed in paragraph 41(vii)(a) 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
 - (c) at the Department Head's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
- (viii) If a staff member who is absent on recreation leave or extended leave, furnishes to the Department Head a satisfactory medical certificate in respect of an illness which occurred during the leave, the Department Head may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (a) In respect of recreation leave, the period set out in the medical certificate;
 - (b) In respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more
 - (c) The Department Head has the discretion to accept the other forms of evidence to satisfy that a staff member had a genuine illness.
- (ix) Sub-clause (viii) applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

42. Sick Leave to Care for a Family Member

- (i) Where family and community service leave provided for in clause 46, Family and Community Service Leave of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause (iv) of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.
- (ii) The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Department Head may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (iii) If required by the Department Head, the staff member must establish by production of a medical certificate or statutory declaration, the illness of the person concerned, consistent with subclause 41(vi).
- (iv) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the staff member being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the staff member; or
 - (2) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
 - (4) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:-

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

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

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

43. Sick Leave - Workers Compensation

- (i) The Department Head shall advise each staff member of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (ii) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers Compensation Act 1987* shall be required to lodge a claim for any such compensation.
- (iii) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Department Head shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (iv) The Department Head will ensure that, once received by the department, a staff member's worker's compensation claim is lodged by the department with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.

- (v) Pending the determination of that claim and on production of an acceptable medical certificate, the Department Head shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- (vi) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (vii) A staff member who receives compensation pursuant to the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- (viii) If a staff member notifies the Department Head that he or she does not intend to make a claim for any such compensation, the Department Head shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (ix) A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (x) If the Department Head provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the staff member fails to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (xi) No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- (xii) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
 - (a) the staff member's claim for workers' compensation;
 - (b) the conduct of a medical examination by a Government or other Medical Officer;
 - (c) a medical certificate issued by the examining Government or other Medical Officer; or
 - (d) action taken by the Department 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.

44. Sick Leave - Other Than Workers Compensation

- (i) If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:
 - (a) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the department to the staff member; and

- (b) in the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the department the monetary value of any such period of sick leave.
- (ii) Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Department Head is satisfied that the refusal or failure is unavoidable.
- (iii) On repayment to the department of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

45. Parental Leave

- (i) Parental leave includes maternity, adoption leave and "other parent" leave.
- (ii) Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
 - (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (c) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (iii) Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
 - (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) For such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flex leave or family and community service leave.
- (iv) Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
 - (a) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (v) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
 - (a) Applied for parental leave within the time and in the manner determined set out in subclause (ix) of this clause; and

- (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (1) in advance as a lump sum; or
 - (2) fortnightly as normal; or
 - (3) fortnightly at half pay; or
 - (4) a combination of full-pay and half pay.
- (vi) Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
 - (a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- (vii) A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
 - (a) at the rate they were paid (full-time or part-time) before commencing the initial leave if they have not returned to work;
 - (b) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (viii) Except as provided in subclauses (v), (vi) and (vii) of this clause parental leave shall be granted without pay.
- (ix) Right to request
 - (a) A staff member who has been granted parental leave in accordance with subclause (ii), (iii) or (iv) may make a request to the Department Head to:
 - (1) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (2) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the staff member in reconciling work and parental responsibilities.
 - (b) The Department Head shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Department Head' business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (x) Notification Requirements
- (a) When the Department Head is made aware that a staff member or their spouse is pregnant, or a staff member's spouse is pregnant or is adopting a child, the Department Head must inform the staff member of their entitlements and their obligations under the award.
 - (b) A staff member who wishes to take parental leave must notify the Department Head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (1) that she/he intends to take parental leave, and
 - (2) the expected date of birth or the expected date of placement, and
 - (3) if she/he is likely to make a request under subclause (ix).
 - (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (1) the date on which the maternity, adoption or other parent leave is intended to start, and
 - (2) the period of leave to be taken.
 - (d) Staff member's request and the Department Head's decision to be in writing. The staff member's request under paragraph (ix)(a) and the Department Head's decision made under paragraph (ix)(b) must be recorded in writing.
 - (e) A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Department 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 Department Head agrees.
 - (f) A staff member on maternity leave is to notify the Department Head of the date on which she gave birth as soon as she can conveniently do so.
 - (g) A staff member must notify the Department Head as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (h) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Department Head and any number of times with the consent of the Department Head. In each case she/he must give the Department Head at least 14 days notice of the change unless the Department Head decides otherwise.
- (xi) A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause (ix), and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (xii) If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (xiii) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Department Head approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.

- (xiv) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Department Head) must be given.
- (xv) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- (xvi) A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- (xvii) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave subject to:
- (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave
 - (b) the total period of parental leave, is not extended by the taking of recreation leave at half pay
 - (c) When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- (xviii) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Department Head, should, in consultation with the member of staff, 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.
- (xix) If such adjustments cannot reasonably be made, the Department Head must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- (xx) Communication during parental leave
- (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Department Head shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
 - (2) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
 - (b) The staff member shall take reasonable steps to inform the Department Head about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
 - (c) The staff member shall also notify the Department Head of changes of address or other contact details which might affect the Department Head's capacity to comply with paragraph (a).

46. Family and Community Service Leave

- (i) The Department Head shall grant to a staff member some, or all, of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in subclause (ii). The Department Head may also grant leave for the purposes in subclause (iii). 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.
- (ii) Such unplanned and emergency situations may include but not be limited to the following:
 - (a) compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - (b) emergency accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent a staff member from reporting for duty;
 - (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;;
 - (e) attendance at court by a staff member to answer a charge for a criminal offence, if the Department Head considers the granting of family and community service leave to be appropriate in a particular case.
- (iii) Family and community service leave may also be granted for:
 - (a) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding offices in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of mayor of a municipal council, president of a shire council, or chairperson of a county council; and
 - (b) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- (iv) The definition of 'family' or 'relative' in this clause is the same as that provided in subclause 42(iv)(b).
- (v) Family and community service leave shall accrue as follows:
 - (a) 2.5 days in the staff member's first year of service;
 - (b) 2.5 days in the staff member's second year of service; and
 - (c) One day per year thereafter.
- (vi) If available family and community is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.
- (vii) If available family and community service leave is exhausted on the death of a family member or relative, additional paid Family and Community Service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (viii) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 42, Sick Leave to Care for a Family Member, shall be granted when paid family and community service leave has been exhausted or is unavailable.

- (ix) A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

47. Observance of Essential Religious Or Cultural Obligations

- (i) A staff member of:
- (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation/extended leave to credit, flex leave, RDO or leave without pay to do so.
- (ii) Provided adequate notice as to the need for leave is given by the staff member to the department and it is operationally convenient to release the staff member from duty, the Department Head must grant the leave applied for by the staff member in terms of this subclause.
- (iii) A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Department Head, subject to:
- (a) adequate notice being given by the staff member;
 - (b) prior approval being obtained by the staff member; and
 - (c) the time off being made up in the manner approved by the Department Head.
- (iv) Notwithstanding the provisions of subclauses (i), (ii) and (iii) of this clause, arrangements may be negotiated between the department and the relevant trade union(s) in terms of clause 5, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

48. Extended Leave

Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Schedule 1 of the *Government Sector Employment Regulation 2014*.

49. Leave Without Pay

- (i) The Department Head may grant leave without pay to a staff member if good and sufficient reason is shown.
- (ii) Leave without pay may be granted on a full-time or a part time basis.
- (iii) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- (iv) Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- (v) A staff member who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Department Head.

- (vi) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (vii) No paid leave shall be granted during a period of leave without pay.
- (viii) A permanent appointment may be made to the staff member's position if:
 - (a) 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
 - (b) The staff member is advised of the Department's proposal to permanently backfill their position; and
 - (c) the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - (d) the Department advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- (ix) The position cannot be filled permanently unless the above criteria are satisfied.
- (x) The staff member does not cease to be employed by the Department if their position is permanently backfilled.
- (xi) Subclause (viii) above does not apply to full-time unpaid parental leave granted in accordance with paragraph 45(ix)(a) or to military leave.

50. Military Leave

- (i) During the period of 12 months commencing on 1 July each year, the Department Head may grant to a staff member who is a volunteer part time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.
- (ii) In accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth), it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary Defence Reserve Service.
- (iii) Up to 24 working days military leave per financial year may be granted by the Department 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 (i) of this clause.
- (iv) A Department Head may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- (v) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause (iii) may be granted Military Leave Top Up Pay by the Department Head.
- (vi) Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- (vii) During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.

- (viii) At the expiration of military leave granted in accordance with this Clause, the staff member shall furnish to the Department Head a certificate of attendance and details of the staff member's reservist pay signed by the commanding officer or other responsible officer.

51. Special Leave

- (i) Special Leave - Jury Service
- (a) A staff member shall, as soon as possible, notify the Department Head of the details of any jury summons served on the staff member.
 - (b) A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Department Head a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the Jury Act 1977 in respect of any such period.
 - (c) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Department Head shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Department Head shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.
- (ii) Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty.
- (a) Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the department.
- (iii) Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- (a) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
 - (b) pay into the Parliament of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
 - (c) Union Witness - a staff member called by their union to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by the department for the required period.
- (iv) Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available flex leave or recreation/extended leave on full pay, or leave without pay.
- (v) Special Leave - Examinations - Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Department Head.
- (a) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

- (b) If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- (vi) Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited trade union delegates to undertake trade union activities as provided for in Clause 55, Trade Union Activities of this award.
- (vii) A staff member who identifies as an Indigenous Australian may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations (NAIDOC). 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 the staff member. (vii) Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Department Head for such other purposes, during such periods and subject to the conditions specified in the New South Wales Public Service Personnel Handbook at the time the leave is taken.
- (viii) Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 51A, Leave for Matters Arising From Domestic Violence have been exhausted, the Clerk(s) 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.

51A. Leave for Matters Arising from Domestic Violence

- (i) The definition of domestic violence is found in clause 2, Definitions of this award;
- (ii) Leave entitlements provided for in clause 46, Family and Community Service Leave, clause 42 Sick leave to care for Family Member and clause 40, Sick Leave, may be used by staff members experiencing domestic violence;
- (iii) Where the leave entitlements referred to in subclause 51A (ii) are exhausted, the Department Head(s) shall grant Special Leave as per subclause 51(vii);
- (iv) The Department Head(s) 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;
- (v) Personal information concerning domestic violence will be kept confidential by the agency;
- (vi) The Department Head(s), 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.

52. Purchased Leave

- (i) A staff member may apply to enter in an agreement with the Department Head to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (ii) Each application will be considered subject to operational requirements and personal needs and will take into account departmental business needs and work demands.
- (iii) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading
- (iv) The leave will count as service for all purposes.
- (v) The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.

- (vi) Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- (vii) To calculate the purchase leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks or purchased leave and then annualised at a pro rata rate over the 12 month period.
- (viii) Purchased leave is subject to the following provisions:
 - (a) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - (b) Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
 - (c) Sick leave cannot be taken during a period of purchased leave
 - (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings
 - (e) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay
 - (f) Higher duties allowance will not be paid when a period of purchased leave is taken.
- (ix) Specific conditions governing purchased leave may be amended from time to time in consultation with the Association.

53. Study Assistance

- (i) Study Time - The Department Head shall have the power to grant or refuse study time.
- (ii) Where the Department Head approves the grant of study time, the grant shall be subject to:
 - (a) the course being a course relevant to the department and/or the Parliament; and
 - (b) the time being taken at the convenience of the department or section.
 - (c) Study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- (iii) Study time may be granted to both full and part time staff. Part time staff however shall be entitled to a pro-rata allocation of study time to that of a full-time staff.
- (iv) Study time may be used for:
 - (a) attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - (b) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - (c) private study; and/or
 - (d) Accumulation, subject to the conditions specified in subclauses (vi) to (x) of this clause.
- (v) Staff requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:

- (a) Face-to-Face - Staff may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - (b) Correspondence - Staff may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - (c) Accumulation - Staff may choose to accumulate part or all of their study time as provided in paragraphs (vi) to (x) of this clause.
- (vi) Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the department.
 - (vii) Staff on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff and the department.
 - (viii) Where at the commencement of an academic year/semester staff elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
 - (ix) Staff attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
 - (x) Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
 - (xi) Staff studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
 - (xii) Correspondence Courses - Study time for staff studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
 - (xiii) Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
 - (xiv) Repeated subjects - Study time shall not be granted for repeated subjects.
 - (xv) Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
 - (xvi) Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
 - (xvii) The period granted as examination leave shall include:
 - (a) time actually involved in the examination;
 - (b) necessary travelling time, in addition to examination leave,but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
 - (xviii) The examination leave shall be granted for deferred examinations and in respect of repeat studies.

- (xix) Study Leave - Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- (xx) All staff members are eligible to apply and no prior service requirements are necessary.
- (xxi) Study leave shall be granted without pay, except where the Department Head approves financial assistance. The extent of financial assistance to be provided shall be determined by the Department Head according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- (xxii) Where financial assistance is approved by the Department Head for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- (xxiii) Scholarships for Part time Study - In addition to the study time/study leave provisions under this subclause, the department may choose to identify courses or educational programmes of particular relevance or value and establish a departmental scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

54. Staff Development and Training Activities

- (i) For the purpose of this subclause, the following shall be regarded as staff development and training activities:
 - (a) all staff development courses conducted by a NSW Public Sector organisation;
 - (b) short educational and training courses conducted by generally recognised public or private educational bodies; and
 - (c) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- (ii) For the purposes of this subclause, the following shall not be regarded as staff development and training activities:
 - (a) activities for which study assistance under clause 53 is appropriate, including university or TAFE courses;
 - (b) activities to which other provisions of this award apply (e.g. courses conducted by trade unions); and
 - (c) activities which are of no specific relevance to the NSW Parliament.
- (iii) Attendance of a staff member at activities considered by the Department Head to be:
 - (a) essential for the efficient operation of the department; or
 - (b) developmental and of benefit to the NSW Parliamentshall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- (iv) The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the department:
 - (a) recognition that the staff members are performing normal duties during the course;

- (b) adjustment for the hours so worked under flexible working hours;
 - (c) payment of course fees;
 - (d) payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - (e) payment of overtime where the activity could not be conducted during the staff member's normal hours and the Department Head is satisfied that the approval to attend constitutes a direction to work overtime under clause 57, Overtime of this award.
- (v) The following provisions shall apply, as appropriate, to the activities considered to be staff developmental and of benefit to the department or section
- (a) recognition of the staff member as being on duty during normal working hours whilst attending the activity;
 - (b) payment of course fees;
 - (c) reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - (d) such other conditions as may be considered appropriate by the Department Head given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- (vi) Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the department or section, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Department Head is able to release the staff member, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- (vii) Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this subclause.

55. Trade Union Activities

- (i) A trade union delegate will be released from the performance of normal departmental duty in respect of activities specified below. While undertaking such activities the trade union delegate will be regarded as being on duty and will not be required to apply for leave:
- (a) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*;
 - (b) Attendance at meetings with workplace management or workplace management representatives;
 - (c) A reasonable period of preparation time, before
 - (1) meetings with management
 - (2) disciplinary or grievance meetings when a trade union member requires the presence of a trade union delegate; and

- (3) any other meeting with management, by agreement with management, where operational requirements allow the taking of such time;
 - (d) Giving evidence in court on behalf of the employer;
 - (e) Appearing as a witness before the Industrial Relations Commission in respect of proceedings under Part 7, Public sector disciplinary appeals;
 - (f) Representing their trade union at the Industrial Relations Commission in respect of proceedings under Part 7, Public sector disciplinary appeals as an advocate or as a Tribunal Member;
 - (g) Presenting information on the trade union and trade union activities at induction sessions for new staff of the department; and
 - (h) Distributing official trade 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.
- (ii) Trade Union Activities regarded as Special Leave.

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

- (a) annual or biennial conferences of the delegate's union;
 - (b) meetings of the union's Executive, Committee of Management or Councils;
 - (c) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - (d) attendance at meetings called by Unions NSW involving a public sector trade union which requires attendance of a delegate;
 - (e) attendance at meetings called by the Presiding Officer(s), as the employer for industrial purposes, as and when required;
 - (f) giving evidence before an Industrial Tribunal as a witness for the trade union;
 - (g) reasonable travelling time to and from conferences or meetings to which the provisions of subclauses (i), (ii) and (iii) of this clause apply.
- (iii) Trade Union Training Courses - The following training courses will attract the grant of special leave as specified below:

- (a) 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 Department Head and the relevant trade union under a local arrangement pursuant to clause 5, Local Arrangements of this award.

- (b) courses organised and conducted by the Trade Union Education Foundation or by the member's trade union or a training provider nominated by the member's trade union. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (1) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;

- (2) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (3) all travelling and associated expenses being met by the staff member or his/her union;
 - (4) attendance being confirmed in writing by the member's trade union or a nominated training provider.
- (iv) Trade Union On Loan Arrangements - Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
- (a) meetings interstate or in NSW of a Federal nature to which a representative or member has been nominated or elected by the union:-
 - (1) as an Executive Member; or
 - (2) a member of a Federal Council; or
 - (3) vocational or industry committee.
 - (b) briefing counsel on behalf of the union;
 - (c) 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 their trade union;
 - (d) country tours undertaken by a member of the Executive or Council of the trade union;
 - (e) taking up of full time duties with the trade union if elected to the office of President, General Secretary or to another full time position with the trade union.
 - (f) Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to his/her trade union:-
 - (1) the department will continue to pay the delegate or an authorised union representative whose services are on loan to their trade union;
 - (2) the department will seek reimbursement from the trade union at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
 - (3) Agreement with the trade union on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Department Head and the trade union.
 - (g) 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.
 - (h) Limitation - On loan arrangements may apply to full-time or part time staff and are to be kept to the minimum time required. Where the trade union needs to extend an on loan arrangement, the trade union shall approach the Department Head in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
 - (i) Where the Department Head and the relevant trade union cannot agree on the on loan arrangement, the matter is to be referred to the Presiding Officer(s) for consultation with the Department Head and the trade union.

- (v) Period of Notice for Trade Union Activities - The Department Head must be notified in writing by the trade 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.
- (vi) Access to Facilities by Trade Union Delegates - The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised union activities:
 - (a) telephone, facsimile and, where available, E-mail facilities;
 - (b) a notice board for material authorised by the union or access to staff notice boards for material authorised by the union;
 - (c) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the relevant trade union.
- (vii) Responsibilities of the Trade Union Delegate - Responsibilities of the union delegate are to:
 - (a) establish accreditation as a delegate with the union and provide proof of accreditation to the workplace;
 - (b) participate in the workplace consultative processes, as appropriate;
 - (c) follow the dispute settling procedure applicable in the workplace;
 - (d) provide sufficient notice to the immediate supervisor of any proposed absence on authorised union business;
 - (e) account for all time spent on authorised union business;
 - (f) when special leave is required, to apply for special leave in advance;
 - (g) distribute union literature/membership forms, under local arrangements negotiated between the Department Head and the relevant trade union; and
 - (h) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.
- (viii) Responsibilities of the Trade Union - Responsibilities of the Trade Union are to:
 - (a) provide written advice to the Department Head about a Trade 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;
 - (b) meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph (b) of subclause (ix) of this clause;
 - (c) pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
 - (d) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
 - (e) apply to the Department Head well in advance of any proposed extension to the "on loan" arrangement; and
 - (f) 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;
 - (g) advise the employer of any leave taken by the trade union delegate during the on loan arrangement.

- (ix) Responsibilities of Workplace Management - Where time is required for union activities in accordance with this clause the responsibilities of the workplace management are to:
- (a) 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;
 - (b) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
 - (c) where possible, provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking union responsibilities to assist with the business of workplace management;
 - (d) re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
 - (e) where a union activity provided under this clause needs to be undertaken on the trade union delegate's rostered day off or during an approved period of flex leave, apply the provisions of paragraph (d) of this subclause;
 - (f) continue to pay salary during an "on loan" arrangement negotiated with the relevant 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;
 - (g) verify with the union the time spent by a union delegate or delegates on union business, if required; and
 - (h) if the time and/or the facilities allowed for union activities are thought to be used unreasonably and/or improperly, consult with the trade union before taking any remedial action.
 - (i) Advise the accredited delegate of the date of the next induction session for new staff members in sufficient time to enable the trade union to arrange representation at the session
- (x) Right of Entry - The right of entry provisions shall be as prescribed under the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011* and the *Industrial Relations Act 1996*.
- (xi) Travelling and Other Costs of Trade Union Delegates
- (a) Except as specified in paragraph (c) of subclause (ix) of this clause, all travel and other costs incurred by accredited union delegates in the course of trade union activities will be paid by their union.
 - (b) In respect of meetings called by the workplace management in terms of paragraph (b) of subclause (ix) of this clause, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be paid, as appropriate, on the same conditions as apply under clause 19, Travel Allowances and clause 24, Allowance Payable for Use of Private Motor Vehicle of this award.
 - (c) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the department, in respect of union activities covered by special leave or on duty activities provided for in this clause.
 - (d) 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 department by the union or the staff member.
- (xii) Industrial Action

- (a) Provisions of the *Industrial Relations Act 1996* shall apply to the right of union members to take lawful industrial action.
 - (b) There will be no victimisation of staff members prior to, during or following such industrial action.
- (xiii) Consultation and Technological Change
- (a) There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and the trade unions represented in the department or section.
 - (b) Management shall consult with the relevant trade union prior to the introduction of technological change.

56. Shift Work

- (i) Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:
- Day - at or after 6am and before 10am Nil
- Afternoon - at or after 10am and before 1pm 10%
- Afternoon - at or after 1pm and before 4pm 12½%
- Night - at or after 4pm and before 4am 15%
- Night - at or after 4am and before 6am 10%
- (ii) Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- (iii) Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.
- (iv) Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at two times the rate for time worked.
- (v) Public Holidays -
- (a) where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
 - (b) a shift worker rostered off duty on a Public Holiday shall be paid one day's pay for that Public Holiday or have one day added to his/her annual holidays for each such day;
- (vi) Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Department Head.
- (vii) Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.

- (viii) Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- (ix) If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (x) Time spent off duty may be calculated by determining the amount of time elapsed after:
 - (a) the completion of an ordinary rostered shift; or
 - (b) the completion of authorised overtime; or
 - (c) the completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- (xi) Eight Consecutive Hours Break on Overtime -
 - (a) When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- (xii) The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.
- (xiii) Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

57. Overtime

- (i) General
 - (a) A staff member may be directed by the Department Head or their delegate to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (1) the staff member's prior commitments outside the workplace, particularly their family and carer responsibilities, community obligations or study arrangements,
 - (2) any risk to the staff member's health and safety,
 - (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,
 - (4) the notice (if any) given by the Department Head or their delegate regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (5) any other relevant matter.
 - (b) Payment for overtime shall be made only where the staff member works directed overtime.
 - (c) Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to Clause 5 Local Arrangement of this Award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the

Department Head to work more than 7 hours after finishing overtime or before commencing overtime.

- (d) Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
 - (1) compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - (2) be paid an allowance for overtime and/or on-call (standby) allowance; or
 - (3) a rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance,
 - (e) Payment of overtime will not be made to staff defined as Members' staff in clause 2, Definitions who receive an all incidence of employment allowance.
- (ii) Overtime
- (a) The provisions of this clause shall not apply to:
 - (1) shift workers as defined in clause 2, Definitions of this award and to whom provisions of subclauses (iii) of this clause apply;
 - (2) staff members covered by formal local arrangements in respect of overtime negotiated between the Department Head and the relevant trade union;
 - (3) staff members to whom overtime provisions apply under another industrial instrument;
 - (4) staff members whose salary includes compensation for overtime; and
 - (5) staff members who receive an allowance in lieu of overtime.
 - (b) Rates - Overtime shall be paid at the following rates:
 - (1) Weekdays (Monday to Friday inclusive) - at the rate of time and one half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 5, Local Arrangements of this award apply;
 - (2) Saturday - All overtime worked on a Saturday at the rate of time and one half for the first two hours and at the rate of double time thereafter;
 - (3) Sundays - All overtime worked on a Sunday at the rate of double time;
 - (4) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (iii) Overtime Worked by Shift Workers
- (a) The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
 - (1) Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

- (2) Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - (3) Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
 - (4) Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- (iv) If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (v) A staff member who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (vi) Rest Periods
- (a) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (b) Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
 - (c) The provision of this clause, Rest periods, will not apply to sessional staff where the overtime and attendance at work and rest period of less than 8 hours is the result of a sitting of the Legislative Assembly or the Legislative Council.
- (vii) Recall to Duty
- (a) A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
 - (b) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
 - (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next callout period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
 - (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
 - (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
 - (f) A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.

- (g) This subclause shall not apply in cases where it is customary for a staff member to return to the department's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.
- (viii) On call (Standby)
- (a) When a staff member is directed to be on call or on standby for a possible recall to duty, payment of an on call allowance shall be made. Where a rate of on call allowance has not already been determined for the staff member as at the date of the making of this award, the rate shown in item 9 of Table 1 -Allowances, of Part B Monetary Rates shall be made for the duration of on call (standby).
- (b) If a staff member who is on call and is called out by the Department, the applicable overtime provisions as set out in this Clause shall apply to the time worked.
- (c) 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.
- (ix) Meal Breaks on Overtime
- (a) Staff members not working flexible hours -A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Staff member working flexible hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (c) Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.
- (x) Meal Allowances for Overtime
- (a) If an adequate meal is not provided by the department, a meal allowance shall be paid by the department for meal breaks taken pursuant to subclause (ix) Meal Breaks on Overtime of this clause, provided the Department Head is satisfied that:
- (1) the time worked is directed overtime;
 - (2) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (3) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
 - (4) overtime is not being paid in respect of the time taken for a meal break.
- (b) The amount of the allowance for the meal shall be at the rate specified in Item 11 of Table 1 - Allowances of Part B, Monetary Rates, as appropriate.

- (c) Notwithstanding the above provisions, nothing in this clause shall prevent the Department Head and the relevant trade union(s) from negotiating different meal provisions under a local arrangement.
- (xi) Senior Staff payments:
- (a) A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Department Head approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.
- (b) Sessional Staff as defined in clause 2, Definitions, whose salary, or salary and allowance in the nature of salary, exceeds an amount equivalent to the rate prescribed as the maximum for a clerk grade 8, as varied from time to time, shall be entitled to payment of an allowance as set in item 12 Part B, Table 1 Allowances in lieu of overtime on each occasion they are required to work beyond 8.00 pm in sitting periods.
- (xii) The Department Head shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause (xiii) of this clause.
- (xiii) Leave In Lieu of Payment for overtime
- (a) A staff member who, at the direction of the Department Head works overtime, may elect to take leave in lieu of payment for all or part of the entitlement in respect of time worked.
- (b) The following provisions shall apply to the leave in lieu: -
- (1) the staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
 - (2) the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
 - (3) the leave must be taken at the convenience of the department, except when leave in lieu is being taken to look after a sick family member. In such cases the conditions set out in clause 42, Sick Leave to Care for a Family Member of this award apply;
 - (4) the leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's department or section;
 - (5) leave in lieu accrued in respect of overtime shall be given by the Department and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Department Head and the Association.
 - (6) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.
- (xiv) Calculation of Overtime
- (a) Unless a minimum payment in terms of subclause (v) of this clause applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

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

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

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{Normal hours of work}}$$

- (d) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

- (e) Overtime is not payable for time spent travelling.

(xv) Adjustment of Meal Allowances

- (a) The rates of overtime meal allowances shall be adjusted in accordance with the provisions contained in clause 34, Adjustment of Allowances of this award.
- (b) Where an allowance under paragraph (a) of this subclause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Department Head shall approve payment of actual expenses.
- (c) Where the meal was not purchased, payment of a meal allowance shall not be made.
- (d) Receipts shall be provided to the Department Head or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.

(xvi) Provision of Transport

- (a) For the purpose of this subclause, departure or arrival after 8.00 p.m. will determine whether the provisions of this subclause apply.

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

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

- (b) Arrangement of Overtime

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

- (c) Provision of Taxis

Where a staff member, other than a staff working rostered shifts, ceases overtime duty after 8.00 p.m. and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

58. Grievance and Dispute Settling Procedures

- (i) 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.

- (ii) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within three (3) working days, or as soon as practicable, of the matter being brought to attention.
- (iv) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or appointed deputy.
- (v) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within three (3) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Presiding Officer(s) for consideration.
- (vii) If the matter remains unresolved, the Department 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.
- (viii) A staff member, at any stage, may request to be represented by their union.
- (ix) The staff member or the union on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The staff member, union, department and Presiding Officer(s) shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (ix) 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.

59. Anti Discrimination

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

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

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

60. Existing Entitlements

The provisions of this award shall not affect any entitlements existing in a department or section at the time this award is made, if such provisions are better than the provisions contained in this award. Such entitlements are hereby expressly preserved until renegotiated with the relevant trade union.

61. Deduction of Union Membership Fees

- (i) The union shall provide the Presiding Officers 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 Presiding Officers of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the union at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the Presiding Officers shall deduct union fortnightly membership fees from the salary of any staff member who is a member of the union in accordance with the union's rules, provided that the staff member has authorized the Presiding Officers to make such deductions.
- (iv) Monies so deducted from staff members' salary shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to staff members' union membership accounts.
- (v) Unless other arrangements are agreed to by the Presiding Officers and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where a staff member has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the staff member to make a fresh authorisation in order for such deductions to continue.

62. Secure Employment

- (i) Objective of this Clause

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

(ii) Casual Conversion

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

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

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

(iii) Work Health and Safety

(a) For the purposes of this subclause, the following definitions shall apply:

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

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

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

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

(iv) Disputes Regarding the Application of this Clause

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

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

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

Effective 1 July 2011

Item No	Clause No	Description	Amount
1	Clause 21	Meal expenses on one day journeys: Capital cities and high cost country centres (see list in item 2)	
		(a) Breakfast	\$25.90
		(b) Dinner	\$49.65
		(c) Lunch	\$29.15
		Tier 2 and other country centres (see list in item 2)	
		(a) Breakfast	\$23.20
(b) Dinner	\$45.70		
(c) Lunch	\$26.50		
2	Clause 19 (ii)(c)(2)	Travelling allowances when staying in Non-Government Accommodation.	
		Capital cities:	Per day
		Adelaide	\$280.45
		Brisbane	\$328.45
		Canberra	\$291.45
		Darwin	\$339.45
		Hobart	\$255.45
		Melbourne	\$296.45
		Perth	\$356.45
		Sydney	\$308.45
		High cost country centres	Per day
		Albany (WA)	\$302.45
		Alice Springs (NT)	\$273.45
		Bordertown (SA)	\$258.45
		Bourke (NSW)	\$288.45
		Bright (VIC)	\$275.45
		Broome (WA)	\$383.45
		Bunbury (WA)	\$278.45
		Burnie (TAS)	\$283.45
		Cairns (QLD)	\$263.45
		Carnarvon (WA)	\$274.45
		Castlemaine (VIC)	\$263.45
		Chinchilla (QLD)	\$266.45
		Christmas Island (WA)	\$303.45
		Cocos (Keeling) Islands (WA)	\$408.45
		Colac (VIC)	\$261.45
		Dalby (QLD)	\$267.45
		Dampier (WA)	\$298.45
		Derby (WA)	\$313.45
		Devonport (TAS)	\$263.45
		Emerald (QLD)	\$279.45
		Esperance (WA)	\$258.45
		Exmouth (WA)	\$378.45
		Geraldton (WA)	\$298.45
Gladstone (QLD)	\$310.45		

	Gold Coast (QLD)	\$272.45
	Gosford (NSW)	\$263.45
	Halls Creek (WA)	\$322.45
	Hervey Bay (QLD)	\$280.45
	Horn Island (QLD)	\$323.45
	Jabiru (NT)	\$315.45
	Kalgoorlie (WA)	\$282.45
	Karratha (WA)	\$470.45
	Katherine (NT)	\$257.45
	Kingaroy (QLD)	\$257.45
	Kununurra (WA)	\$325.45
	Mackay (QLD)	\$284.45
	Maitland (NSW)	\$275.45
	Mount Isa (QLD)	\$283.45
	Mudgee (NSW)	\$258.45
	Newcastle (NSW)	\$278.45
	Newman (WA)	\$318.45
	Norfolk Island (NSW)	\$452.45
	Northam (WA)	\$286.45
	Orange (NSW)	\$278.45
	Port Hedland (WA)	\$418.45
	Port Lincoln (SA)	\$293.45
	Port Macquarie (NSW)	\$263.45
	Port Pirie (SA)	\$263.45
	Queanbeyan (NSW)	\$256.45
	Roma (QLD)	\$262.45
	Thursday Island (QLD)	\$323.45
	Wagga Wagga (NSW)	\$264.45
	Weipa (QLD)	\$261.45
	Whyalla (SA)	\$279.45
	Wilpena-Pound (SA)	\$290.45
	Wollongong (NSW)	\$259.45
	Wonthaggi (VIC)	\$261.45
	Yulara (NT)	\$403.45
	Tier 2 country centres	Per day
	Albury (NSW)	\$246.15
	Ararat (VIC)	\$246.15
	Armidale (NSW)	\$246.15
	Ayr (QLD)	\$246.15
	Bairnsdale (VIC)	\$246.15
	Ballarat (VIC)	\$246.15
	Bathurst (NSW)	\$246.15
	Bega (NSW)	\$246.15
	Benalla (VIC)	\$246.15
	Bendigo (VIC)	\$246.15
	Broken Hill (NSW)	\$246.15
	Bundaberg (QLD)	\$246.15
	Ceduna (SA)	\$246.15
	Charters Towers (QLD)	\$246.15
	Coffs Harbour (NSW)	\$246.15
	Cooma (NSW)	\$246.15
	Dubbo (NSW)	\$246.15
	Echuca (VIC)	\$246.15
	Geelong (VIC)	\$246.15

		Goulburn (NSW)	\$246.15
		Griffith (NSW)	\$246.15
		Gunnedah (NSW)	\$246.15
		Hamilton (VIC)	\$246.15
		Horsham (VIC)	\$246.15
		Innisfail (QLD)	\$246.15
		Kadina (SA)	\$246.15
		Launceston (TAS)	\$246.15
		Lismore (NSW)	\$246.15
		Mildura (VIC)	\$246.15
		Mount Gambier (SA)	\$246.15
		Muswellbrook (NSW)	\$246.15
		Naracoorte (SA)	\$246.15
		Nowra (NSW)	\$246.15
		Port Augusta (SA)	\$246.15
		Portland (VIC)	\$246.15
		Queenstown (TAS)	\$246.15
		Renmark (SA)	\$246.15
		Rockhampton (QLD)	\$246.15
		Sale (VIC)	\$246.15
		Seymour (VIC)	\$246.15
		Shepparton (VIC)	\$246.15
		Swan Hill (VIC)	\$246.15
		Tamworth (NSW)	\$246.15
		Tennant Creek (NT)	\$246.15
		Toowoomba (QLD)	\$246.15
		Townsville (QLD)	\$246.15
		Tumut (NSW)	\$246.15
		Wangaratta (VIC)	\$246.15
		Other country centres	\$224.15
3	Clause 19(ii)	Incidental expenses when claiming actual expenses - all locations	\$18.75
4	Clause 19 (ii)(f)	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
5	Clause 19	Government accommodation - Incidental expenses (per day)	\$18.75
6	Clause 24	Use of private motor vehicle Official business Casual rate (40% of official business rate) Motor cycle allowance (50% of official business rate) Towing trailer or horse float (13% of the official business rate)	Cents per kilometre 66.0 26.4 33.0 8.6
7	Clause 27	Community language allowance scheme - - Base Level Rate - Higher Level Rate	Per annum \$1312 pa \$1972 pa
8	Clause 29	First aid allowance - Holders of basic qualifications - Holders of current occupational first aid certificate	Per annum \$845 pa \$1269 pa

9	Clause 31	On-call allowance (per hour)	0.92 per hour
10	Clause 32	Laundry allowance	\$4.70 per week
11	Clause 57 (x)	Overtime meal allowances Breakfast Lunch Dinner	\$28.80 \$28.80 \$28.80
12	Clause 57(xi)(b)	Allowance in lieu of overtime Sessional Staff above Clerk Grade 8	\$373.43 per occasion
13	Clause 28	Flying Allowance	\$19.68 per hour
14	Clause 32	Service Increments Allowance	\$34.11 per annum

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 712 of 2015)

Before Commissioner Stanton

28 January 2016

REVIEWED AWARD

Clause No.	Subject Matter
1.	Title of Award
2.	Dictionary of Terms
3.	Aims of the Award
4.	Communication and Consultation
5.	ICAC Officer Classification and Salary Structure
6.	Basis of Employment
7.	Performance Management and Salary Increments
8.	Training and Development
9.	Redundancy and Redeployment
10.	Conditions of Employment
11.	Hours of Employment - Flexible Working Hours Scheme (FWHS)
12.	Flexible Work Arrangements (FWA)
12A.	Lactation Breaks
13.	Annual Leave
14.	Concessional Leave and Easter Thursday
15.	Long Service Leave (Extended Leave)
16.	Family and Community Service Leave and Carer's Leave
17.	Holy Days and Essential Religious Duties
18.	Leave Without Pay
19.	Military Leave
20.	Parental Leave
21.	Public Holidays
22.	Sick Leave
23.	Special Leave
23A.	Leave for Matters Arising from Domestic Violence
24.	Study Time and Examination Leave
25.	Travelling Time Compensation
26.	Overtime
27.	Performing Higher Duties
28.	Allowances and Loadings
29.	Investigators, Surveillance Officers and Technical Services Officers
30.	Secure Employment Test Case WHS Obligations
31.	Grievance and Dispute Resolution
32.	Variations to Award and No Further Claims
33.	Anti-Discrimination
34.	Salary Packaging
35.	Area, Incidence and Duration

Schedule 1 - ICAC Officer Classification Salary Rates
Schedule 2 - Allowance Rates
Schedule 3 - Casual Employees Entitlements

1. Title of Award

This Award will be known as the Independent Commission Against Corruption Award.

2. Dictionary of Terms

Commission - the Independent Commission Against Corruption

ICAC - the Independent Commission Against Corruption

PSA - the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

Executive - the ICAC's statutory officers and Executive Directors

Commissioner - the Commissioner of the ICAC

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

3. Aims of the Award

The Commission is a statutory body set up under the Independent Commission Against Corruption Act 1988 to expose and minimise corruption in the NSW public sector. This Award documents the conditions of employment and the rights and obligations of management and staff that will help to achieve this objective.

This Award was negotiated by the ICAC Award Negotiation Committee comprised three staff, a Public Service Association industrial officer and three management representatives. Staff were consulted throughout the development of the Award and have agreed to this Award.

The Award aims to achieve the following outcomes:

- to improve the efficiency and productivity of the ICAC
- to enhance our culture of consultation
- to provide equitable remuneration and conditions of employment
- to provide information on conditions of employment in plain English
- to improve the development and utilisation of staff

We are committed to certain fundamental values in all our interactions with public sector agencies, other organisations, individuals and our staff. We will:

- advance the public interest at all times
- always act ethically and with integrity
- be fair, impartial and accountable in all our work
- strive for excellence in everything we do
- be tenacious and professional in pursuing our aim

respect each other and work collaboratively

preserve the ICAC's independence.

This Award rescinds and replaces all other industrial instruments except as referred to in this document.

4. Communication and Consultation

The Commission Consultative Group (CCG) is the formal mechanism for consultation and communication between staff and management on matters of policy and procedure.

Purpose - to improve performance through consultation leading to informed decision making.

Role - to consider issues of policy or procedure, with Commission-wide significance to staff, as referred by staff and management. Generally, the CCG provides a consultative forum for developing or reviewing policies, procedures, and/or recommendations as to final policy or procedure to the Commissioner or manager with delegated authority. Delegation to the CCG of decision-making power in suitable matters will also be an option for the Executive.

PSA representation - a PSA industrial staff representative.

Staff representation - there are five staff representatives, at least one of whom is a delegate of the PSA. Representatives are elected by secret ballot and are appointed for a period of two years.

The Executive representation - three Executive representatives are appointed by the Commissioner for a period of two years.

Operation - The CCG determines its own meeting procedure and charter of operation.

Other committees - The Access and Equity Committee, the Occupational Health and Safety Committee and the Classification Committee report to the Commissioner through the CCG. The CCG will ensure that these committees are appropriately structured and operate in accordance with relevant legislation, including that election procedures are appropriate, and that membership is balanced by gender and is representative of the staff

5. ICAC Officer Classification and Salary Structure

- (1) The ICAC Officer classification Grades 1 - 8 have regard to the following principles:
 - (a) work of equal value attracts equal remuneration a structure reflecting a composite weighting of the markets from which the Commission recruits its employees
 - (b) a structure which supports improved performance.
- (2) The ICAC Officer salary rates appear in Schedule 1 of this Award.
- (3) The salary structure has regard for equivalent work value and salaries in the following markets:

NSW public sector (Administrative & Clerical and Legal), Police/Investigator (NSW, Federal, Australian Crime Commission)

Private sector (Information Technology)
- (4) The CCG will examine the ICAC Officer classification system in order to consider the benefits of reducing the number of grades and salary points, improve opportunities for progression to positions at higher grades through the introduction of "soft barriers" or other measures, and other changes suggested by the Executive or staff.

- (5) The annual salaries of ICAC staff covered by this Award shall be adjusted by an increase of 2.5% from the first full pay period on or after 1 July 2015.

6. Basis of Employment

- (1) The employment of members of staff of the Commission is subject to s.104 of the Independent Commission Against Corruption Act 1988.
- (2) Members of staff of the Commission are appointed by the Commissioner and are taken to be employed by the Government of New South Wales in the service of the Crown but the Commissioner is, for the purposes of any proceedings relating to staff employed under s.104 held before a competent tribunal having jurisdiction to deal with such matters, taken to be the employer of the staff.
- (3) Persons employed under s.104 are appointed as a member of staff of the Commission at the discretion of the Commissioner and are subject to the control and direction of the Commissioner.
- (4) The basis of employment in the Commission is permanent (either full-time or part-time), that is, continuing employment subject to satisfactory work performance and conduct.
- (5) The Commission may engage employees other than permanent employees. These employees may be part-time, casual, fixed term or secondees and will be engaged when:
- (a) additional skills, expertise or experience in the current workforce are required and the position will not be required on an ongoing basis.
 - (b) a position is vacant because an employee is on approved leave of absence.
- (6) It is the intention of the parties that the Commission's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Commission prior to the initiation of any external action. Appointment to a position at the ICAC will involve a six months probationary period or such period as the Commissioner directs. The probationary period applies to permanent employees and non permanent employees who are employed for periods of greater than six months.
- (7) Satisfactory performance encompasses, but is not limited to:
- (a) satisfactory discharge of duties as incorporated in the individual performance agreement
 - (b) participation in corporate activities
 - (c) commitment to and participation in training and development opportunities.
- (8) Satisfactory conduct encompasses, but is not limited to:
- (a) observing the law
 - (b) observing Commission policies and procedures
 - (c) observing ethical standards of behaviour as set out in the Commission's Code of Conduct.
- (9) Subject to section 104 of Independent Commission Against Corruption Act 1988, the Commission will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.
- (10) Recruits may decide to be seconded to a permanent position or come to the Commission on Leave Without Pay from their substantive employer. Where a recruit decides to do this, the Commission requires a minimum period of employment of two years. Further extensions of no less than one year, provided performance and conduct are satisfactory, will be considered. Staff currently on secondment or leave without pay may apply to resign from their substantive employment and join the Commission as a

permanent member of staff in their current job, provided performance and conduct are satisfactory and, where possible, three months' notice is given. This opportunity is not available to temporary employees.

- (11) A temporary employee may be directly appointed to a permanent position if the employee has filled that position for two years on a temporary basis and was initially recruited under merit selection.
- (12) Resignation - 4 weeks notice in writing is required unless the Commission agrees to a lesser period of notice.
- (13) Termination of employment - 4 weeks notice shall be given by staff; or in lieu of notice, the Commission may grant payment in lieu.
- (14) Casual employees shall receive leave entitlements as referred to in Schedule 3 of this Award.

7. Performance Management and Salary Increments

- (1) The aims of the Commission's performance management system are:
 - (a) to establish a climate of continuous improvement within the Commission
 - (b) to match individual staff performance objectives with Commission performance objectives and Corporate and Strategic Plans
- (c) to provide a process that ensures honest communication between staff and supervisors about the work they do, how it is done and how performance is measured
- (d) to ensure the identification of training and development needs are in line with requirements of the individual and the Commission.
- (2) The Commission's performance management system is based on an annual performance agreement between staff and their supervisor. The annual performance agreement sets out the agreed outcomes to be measured and how these outcomes will be measured (i.e. performance measures).
- (3) There are stages to be completed each year for the Commission's performance management system, which will occur at a common time for all employees, these stages are outlined in the Commission's policy on performance management.
- (4) Progression through the salary points in the ICAC Officer range is based on performance under the Commission's performance management system. The Annual Review, which occurs in June each year, includes an overall assessment of performance.
- (5) All staff have a common increment date of 1 July and their increment will be eligible for payment in the first full pay period commencing on or after 1 July each year, subject to satisfactory performance under the Commission's performance management system.
- (6) The minimum period of service required before consideration for an increment would be 4 months subject to completion of a Performance Agreement within 6 weeks of appointment or promotion.
- (7) Procedures for managing poor performance will include:
 - (a) the implementation of a 3 month performance improvement plan, with a further extension of 1 month if performance remains unsatisfactory.
 - (b) the deferral of an increment following unsatisfactory performance will create a new increment anniversary date for that year. If performance is maintained at a satisfactory level for at least a 4 month period, prior to the common increment date of 1 July, the staff member, similar to other staff, may be considered for an increment at that time. If the period of satisfactory performance and issuing of a new increment date is less than four months prior to the common increment date then the staff member will only receive an increment on their new increment date and will not be

entitled to another increment at the common increment date. If performance is maintained at a satisfactory level, it will not be until the subsequent year that the common increment date will once again become applicable.

8. Training and Development

- (1) The Commission is committed to providing training and development activities that aim to increase the skills, knowledge and experience of staff. The activities provided include:
 - (a) job relevant training
 - (b) refresher courses
 - (c) new skills training
 - (d) participation in corporate activities
 - (e) opportunities to do work at a similar or higher grade within the Commission, or on secondment to other agencies
 - (f) transfer, promotion or secondment opportunities
 - (g) training where performance has been identified as inadequate
 - (h) other career development opportunities relevant to the work of the Commission.
- (2) The CCG will oversee the implementation of the Commission's Training and Development Policy, taking into account:
 - (a) the needs of all employees
 - (b) access is fair and in line with EEO principles
 - (c) corporate or Unit planning or training arising out of the Commission's performance management program
 - (d) the level of resources needed in implementing the program and the most effective way of using those resources.

9. Redundancy and Redeployment

Staff and management are covered by the provisions of the NSW Department of Premier and Cabinet's 'Managing Excess Employees' Policy and directions for redundancy and redeployment.

10. Conditions of Employment

- (1) The conditions of employment are set out in this Award and include compliance with the Commission's General Policies and Procedures. The Commission's General Policies and Procedures are to be read as amended and in force at the date under consideration. To the extent of any inconsistency between the Commission's General Policies and Procedures and the Award, the conditions of the Award shall prevail.
- (2) The ICAC's conditions of employment are based on NSW public service conditions at the date of the making of this Award. Changes in public service Awards and/or conditions of employment that occur after the making of this Award will be referred to the CCG for consideration and possible recommendation to the Commissioner. If it is decided they should apply, this Award will be varied in accordance with the Industrial Relations Act 1996.
- (3) In setting conditions of service for staff of the Commission regard will be given to the provisions of the current Crown Employees (Public Service Conditions of Employment) Award.

- (4) If conditions of employment for staff of the Commission are not covered by this Award then the provisions of the current Crown Employees (Public Service Conditions of Employment) Award will be referred to. Any changes to conditions of service will be made in consultation with the CCG. Where they differ, for example in relation to Surveillance Officer conditions, they are defined in policy documents held at the ICAC.
- (5) Staff transferring to the Commission from other NSW public sector agencies may be able to transfer some of their existing entitlements to the Commission consistent with NSW public sector mobility provisions. However, the transfer of annual leave entitlements is restricted to a maximum of 5 days. This restriction of a maximum of 5 days of leave does not apply to the transfer of other types of leave entitlements to the Commission.

11. Hours of Employment - Flexible Working Hours Scheme (FWHS)

- (1) The Commission operates under a Flexible Working Hours Scheme as follows. This clause must be read in conjunction with the Commission's Flexible Working Hours Policy (Policy 31) as is in force at the relevant time. The provisions of this clause prevail to the extent of any inconsistency with the policy.
- (2) Purpose - to improve organisational performance and to provide the Executive and employees with flexibility in arranging working hours.
- (3) Principles - In order that staffing levels are sufficient to meet operational requirements, the Guarantee of Service and performance standards, management and staff are committed to ensuring that:
 - (a) decisions regarding working hours will be made taking into account the requirements of the particular Division, Section or team and the Commission
 - (b) decisions regarding working hours will be made between an employee and their direct supervisor based on consultation and negotiation
 - (c) supervisors will notify staff of the need to change hours as soon as practicable
 - (d) staff will give reasonable notice of request for flex leave.
- (4) The provisions of this clause shall apply to part time staff on a pro rata basis.
- (5) Surveillance Officers - Management recognises the need for greater flexibility in managing the flexible working hours' scheme for Surveillance officers and allows for variations in recognition of the employment situation of surveillance staff, which are referred to in the Flexible Working Hours policy.
- (6) Ordinary hours of work - 7 hours/day, 35 hours/week, Monday to Friday.
- (7) Commission's daily hours of business - 9 am to 5 pm.
- (8) Daily period in which work is to be performed (bandwidth) - 7.30 am to 7.00 pm. This period may be varied with the agreement of staff and their supervisor to meet Commission or staff needs. If the bandwidth is altered, flex is accrued after 7 hours work (excluding meal breaks) and overtime after 11.5 hours from the start of the altered bandwidth.
- (9) Minimum hours to be worked each day - 5 hours. Minimum hours may be varied temporarily by agreement of the staff member and their Executive Director in exceptional circumstances.
- (10) Maximum hours to be worked each day - 10, unless approved otherwise.
- (11) Meal break - Minimum of 30 minutes every 5 hours. Surveillance Officer meal breaks and the payment of meal allowances are defined in a policy document held at the ICAC.
- (12) Flex Period - 140 hours (4 weeks), which are the contract hours for a full time employee.

- (13) Maximum Flex Leave that can be taken in any financial year - 26 days (182 hours). This includes both flex and banked flex leave.
- (14) Carry over credit at end of Flex Period - up to 21 hours.
- (15) Carry over debit at end of Flex Period - up to 10 hours. Debits in excess of 10 hours must be offset by an application for Annual Leave.
- (16) Flex Leave (FL) and Banked Flex Leave (BFL) that can be taken in a Flex Period - 21 hours. Staff are expected to take Flex leave and or banked flex leave as either a half day (3.5 hours) or a full day (7 hours). Part time employees may take a pro rata amount equivalent to the hours worked on a specific day. Flex Leave may be taken at the beginning and/or end of a period of other leave.
- (17) Banked Flex Leave - Working hours in excess of the 21 hour carry over credit may be banked. The maximum hours to be banked is up to 21 hours. The minimum amount of banked flex leave that can be used is 3.5 hours. BFL may be taken in conjunction with Flex leave and at the beginning and/or end of a period of other leave.
- (18) Flex Record - Staff must maintain current and accurate records of their working hours on the Timekeeper system. Data from the Record will be analysed from time to time.
- (19) Where a staff member has accrued 6 weeks recreation leave (over 30 days), unless otherwise authorised by their Director, flex leave, including banked flex leave can only be taken in situations where at least one day of recreation leave has been applied for and approved within the flex period. If, however recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

12. Flexible Work Arrangements (FWA)

- (1) This Award aims to provide assistance to staff in balancing their personal and work commitments. This enables the Commission to be more flexible in the delivery of its services and to improve the satisfaction of staff. FWA will only be available with the agreement of management. All conditions of employment in this Award apply to part time staff on a pro-rata basis.
- (2) The following FWA are available:
 - (a) Permanent Part-time Employment - enables staff to permanently work hours which are less than the full-time weekly hours of their position.
 - (b) Part-time Leave Without Pay - enables staff to work on a part-time basis for a period of time, either by cutting hours in their current position or by doing other duties. At the end of the period they return to full-time work.
 - (c) Part Year Employment - enables staff to work for an agreed number of weeks per year, with an agreed number of unpaid weeks.
 - (d) Job Sharing - enables a job to be shared by two or more staff. They may be employed on a part-time basis or may be full-time employees taking part-time leave without pay.
 - (e) Working at home - Staff may work at home from time to time if it is an efficient and effective way of working and the outcomes to be achieved are agreed to by their supervisor. The documented security policies and procedures relating to this provision must be adhered to at all times.
- (3) A permanent member of staff originally employed on a full-time basis and currently working in a FWA has the right to return to full-time employment. In such a case they will be paid at their substantive salary level but may not be able return to the work carried out before entering the FWA in accordance with the ICAC Policy.

12A. Lactation Breaks

- (1) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (2) A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (3) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (4) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- (5) The Commission shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (6) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (7) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (8) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 22, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 11, Hours of Employment - Flexible Working Hours Scheme (FWH) of this award, where applicable.

13. Annual Leave

- (1) Staff are entitled to 20 working days/140 hours of annual leave per year. Annual leave accrues at the rate of 1.67 working days/11.62 hours per month and may be taken in periods of not less than ¼ day. At least 10 days annual leave must be taken each financial year. To enable better planning of annual leave and flex and banked flex leave, and to ensure better availability of staff throughout the year, staff undertake to manage their annual leave to give the Commission maximum notice of their wishes. The Commission, will, wherever possible, meet the leave requirements of staff; however, the taking of annual leave is subject to Commission convenience.
- (2) An annual leave entitlement does not accrue during any periods of unpaid leave except for periods of sick leave without pay.
- (3) Staff annual leave balances at 30 June each year can accrue to a maximum of 30 working days/210 hours unless an approval to conserve annual leave has been granted by the relevant director. The taking of flex leave can be affected by annual leave balance in excess of 30 days. Refer to clause 11, Hours of Employment - Flexible Working Hours Scheme (FWH).

14. Concessional Leave and Easter Thursday

- (1) Concessional Leave: At Christmas, where the Premier grants concessional leave, the Commissioner may make a similar grant to Commission staff provided that adequate service to the public is maintained.

Advice to staff on whether the leave is available, as well as the relevant conditions, will be provided at least two weeks prior to Christmas each year.

- (2) Easter Thursday: The Commissioner may grant access to an additional ½ day flex leave on the afternoon of Easter Thursday in the flex period in which Easter Thursday falls, provided that adequate service to the public is maintained. In order to be able to take the additional ½ day of flex leave the staff member must have enough flex time accrued during the flex period to ensure he/she does not go into debit of more than 10 hours at the end of the flex period.

15. Long Service Leave (Extended Leave)

- (1) The ICAC long service leave entitlements are:
 - (a) Long Service Leave (LSL) entitlement after 10 years service - 2 months (44 working days) on full pay and 11 working days for every year of service thereafter. LSL may be taken at half pay.
 - (b) LSL entitlement after 7 years service - staff with 7 years or more service will be entitled to take (or be paid out on resignation) LSL in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted. No repayment will be required if a staff member does not reach 10 years service.
 - (c) LSL entitlement after 5 years service but less than 7 years service - If the ICAC terminates employment for reasons other than serious and intentional misconduct, or, staff leave on account of illness, incapacity or domestic or other pressing necessity, staff are entitled to 1 month's LSL for 5 years service plus a pro-rata rate for service of between 6 and 7 years.
 - (d) LSL on Double Pay - A staff member with an entitlement to LSL may elect to take leave at double pay. The additional payment will be made as a superable, taxable allowance for employees covered by the First State Superannuation Act 1992 and members of another complying fund of their choice. The double payment is not superable for members of the closed NSW Public Sector Superannuation Schemes, which are established by the Police Regulation (Superannuation) Act 1906, the State Authorities Non-Contributory Superannuation Act 1987, the State Authorities Superannuation Act 1987 and the Superannuation Act 1916.

The staff members leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance. Other leave entitlements, eg recreation leave, sick leave and LSL will accrue at the single time rate where a staff member takes LSL at double time. Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at the single time rate. Where a staff member elects to take LSL at double pay, in most cases a minimum period of absence of one week should be taken, i.e. one week leave utilising two weeks of accrued leave.

- (2) Public holidays that fall whilst a staff member is on a period of LSL will be paid and not debited from a staff member's LSL entitlement. In respect of public holidays that fall during a period of double pay LSL a staff member will not be debited in respect of the leave on a public holiday. The staff member's leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- (3) Service for LSL purposes - The following service with public sector agencies may count for LSL purposes, depending on the agency:
 - (a) permanent and temporary work periods of employment with the ICAC under the Independent Commission Against Corruption Act 1988.
 - (b) continuous service with agencies under the Government Sector Employment Act 2013 and as defined by the Department of Finance, Services and Innovation, NSW Industrial Relations Executive Director. This generally includes service with the NSW public sector, some agencies in the Commonwealth and other states. Where the break in service between a public sector agency and starting work with the ICAC is less than two months, this previous employment may

be able to be recognised for LSL purposes providing that the offer of employment with the Commission was accepted with the Commission prior to resignation.

16. Family and Community Service Leave and Carer's Leave

- (1) Family and Community Service Leave (FACSL) - staff may be granted FACSL for reasons relating to unplanned and/or emergency situations associated with:
 - (a) their family responsibilities
 - (b) their performance of community service duties
 - (c) pressing necessity.
- (2) Such unplanned and emergency situations may include, but not be limited to, the following:-
 - (a) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household including organising and attending to funeral arrangements;
 - (b) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (e) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case;
 - (f) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State;
 - (g) Absence during normal working hours to attend meetings, conferences or to perform other duties for staff members holding office in Local Government whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (3) Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (4) FACS leave can be used for carer's responsibilities to care for an ill family member as defined below. In this situation, FACS leave does not need to be unplanned or an emergency however, FACS leave needs to be exhausted prior to carer's leave being accessed to care for an ill family member. Refer to carers leave for further explanation.
- (5) A family and relative of a staff member for these purposes is:
 - (a) Your child
 - (b) The child of your current or former husband, wife, de facto opposite or same sex partner
 - (c) Any adult who you are the legal guardian of
 - (d) Any 'immediate family member'. This means any of the following:

- (i) Your current or former husband, wife, de facto opposite or same sex partner,
 - (ii) Your grandchild or the grandchild of your current or former husband, wife, de facto opposite or same sex partner,
 - (iii) Your parent or the parent of your current or former husband, wife, de facto opposite or same sex partner,
 - (iv) Your grandparent or the grandparent of your current or former husband, wife, de facto opposite or same sex partner,
 - (v) Your brother or sister or the brother or sister of your current or former husband, wife, de facto opposite or same sex partner.
- (6) Family and community service leave shall accrue as follows:
- (a) 2-1/2 days in the staff member's first year of service;
 - (b) 2-1/2 days in the staff member's second year of service; and
 - (c) 1 day per year thereafter.
- (7) Part time staff will accrue at a pro-rata amount.
- (8) Where FACSL is exhausted, two additional working days FACSL may be granted on a discrete per occasion basis on the death of a person defined above.
- (9) Carer's Leave (CL) - Where FACSL is exhausted, unused sick leave may be granted to staff responsible for the care of an ill family member using the above definition of family member.
- (10) The sick leave that can be accessed is:
- (a) unused sick leave from the previous 3 years.
 - (b) access to additional sick leave accumulated from eligible service may be granted in special cases.
- (11) When applying for CL staff must supply:
- (a) a medical certificate or Statutory Declaration for periods greater than 2 consecutive working days.
 - (b) details of the name of the person being cared for, their relationship with that person, the reason for that period of leave.
 - (c) the exact nature of the illness does not need to be disclosed.
- (12) The use of CL will be managed in the same way as sick leave, with evidence and medical certificates being required when applying for carers leave for takings in excess of two consecutive days.
- (13) Where FACSL and CL are exhausted, time off in lieu of overtime or travelling compensation or flex time, annual, LSL and leave without pay may be granted.

17. Holy Days and Essential Religious Duties

- (1) Staff of any religious faith who need leave for the purpose of observing holy days of that faith may be granted available paid or unpaid leave provided that adequate notice is given.
- (2) Staff of any religious faith who need time off during daily working hours to attend to essential religious duties of that faith may use the provisions of the Flexible Working Hours Scheme.

18. Leave Without Pay

- (1) Staff may be granted periods of leave without pay in excess of 2 months after 2 years employment with the Commission. The maximum period that may be granted in this case is 12 months subject to special approval by the Commissioner. Staff taking 12 months LWOP must return to work for the Commission for a minimum of 2 years before further LWOP is granted.
- (2) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (3) No paid leave shall be granted during a period of leave without pay.

19. Military Leave

- (1) Staff who are volunteer, part-time members of the Defence Forces may be granted military leave on full pay to attend training, education, instruction and compulsory parades. The grant each financial year is:
 - (a) Navy Reserve - up to 24 calendar days
 - (b) Army Reserve - up to 24 calendar days
 - (c) Air Force Reserve - up to 28 calendar days
- (2) The Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- (3) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified may be granted Military Leave Top up Pay by the Commissioner. Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- (4) During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and the Commission is to continue to make superannuation contributions at the normal rate.

20. Parental Leave

- (1) Parental leave includes maternity, adoption and "other parent" leave.
- (2) Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
 - (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (c) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (3) Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
 - (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or

- (b) For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- (4) Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (a) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (5) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- (a) Applied for parental leave within the time and in the manner determined set out in subclause (10) of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (i) in advance as a lump sum; or
 - (ii) fortnightly as normal; or
 - (iii) fortnightly at half pay; or
 - (iv) a combination of full-pay and half pay.
- (6) Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- (7) A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or

- (b) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (8) Except as provided in subclauses (5), (6) and (7) of this clause parental leave shall be granted without pay.
- (9) Right to request
- (a) A staff member who has been granted parental leave in accordance with subclause (2), (3) or (4) of this clause may make a request to the Commissioner to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the staff member in reconciling work and parental responsibilities.
 - (b) The Commissioner shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Commissioner's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (10) Notification Requirements
- (a) When the Commission is made aware that a staff member or their spouse is pregnant, or is adopting a child, the Commission must inform the staff member of their entitlements and their obligations under the award.
 - (b) A staff member who wishes to take parental leave must notify the Commission in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take parental leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause (9) of this clause.
 - (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (i) the date on which the parental leave is intended to start, and
 - (ii) the period of leave to be taken.
 - (d) Staff member's request and the Commissioner's decision to be in writing

The staff member's request under paragraph (9)(a) and the Commissioner's decision made under paragraph (9)(b) must be recorded in writing.
 - (e) A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commission in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before

- commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Commissioner agrees.
- (f) A staff member on maternity leave is to notify the Commission of the date on which she gave birth as soon as she can conveniently do so.
 - (g) A staff member must notify the Commission as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (h) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commission and any number of times with the consent of the Commission. In each case she/he must give the Commission at least 14 days notice of the change unless the Commissioner decides otherwise.
- (11) A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause (9) of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
 - (12) If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
 - (13) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
 - (14) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Commission) must be given.
 - (15) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
 - (16) A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
 - (17) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
 - (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - (b) the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - (c) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
 - (18) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commission, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

- (19) If such adjustments cannot reasonably be made, the Commissioner must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- (20) Communication during parental leave
- (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commission shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
- (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
- (b) The staff member shall take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
- (c) The staff member shall also notify the Commissioner of changes of address or other contact details which might affect the Commission's capacity to comply with paragraph (a) of this subclause.

21. Public Holidays

The provisions of the Banks and Banks Holidays Act 1912 apply and provide for the following public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Christmas Day, Boxing Day or such other public holidays that are proclaimed. The Public Service Holiday is to be taken on a day determined by the Commissioner between Christmas Day and New Year's Day.

22. Sick Leave

- (1) Staff members at the time of the Award variation will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
- (a) At the commencement of employment with the Public Sector, a full time staff member is granted an accrual of 5 days sick leave providing this does not exceed the amount that would normally accrue over their period of employment. This also applies to temporary employees.
- (b) After the first four months of employment, a full time staff member shall accrue sick leave on a daily basis at the rate of 1.25 working days per month for the balance of the first year of service.
- (c) After the first year of service, the staff member shall accrue sick leave on a daily basis at the rate of 15 working days per year of service.
- (2) Payment during the initial 3 months of employment with the Commission - Paid sick leave which may be granted to a staff member, in the first 3 months of employment shall be limited to 5 days paid sick leave, unless the Executive Director approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of employment shall be supported by a satisfactory medical certificate.
- (3) Paid sick leave shall not be granted during a period of unpaid leave.
- (4) Any leave not taken is accumulated. Once sick leave with pay is exhausted, sick leave without pay may be granted.

- (5) Medical certificates must be provided for periods of sick leave in excess of 2 consecutive working days, taken on a strike day, consecutively with a public holiday and any time after giving notice of resignation or termination. If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Executive Director will advise them in advance.
- (6) A staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness/medical certificate to their Manager. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to their manager for each occasion absent for the balance of the calendar year.
- (7) As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness/medical certificate that only covers the latter part of the absence, they can be granted sick leave for the whole period if the manager is satisfied that the reason for the absence is genuine.
- (8) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or by the Human Resources Section.
- (9) If a staff member who is absent on recreation leave and/or extended leave, furnishes to their manager a satisfactory medical certificate in respect of an illness of five or more than five working days in duration, which occurred during the period of leave, their manager may, subject to the provisions of this clause, grant sick leave to the staff member.
- (10) Normal sick leave conditions, such as the requirement to furnish medical certificates pertain to sick leave without pay. Sick leave without pay will count as service for the accrual of paid sick leave and recreation leave otherwise it is treated similar to LWOP.

23. Special Leave

- (1) Special leave is paid leave, which applies to activities regarded as for Commission purposes and which are not covered by other forms of leave. Examples of when special leave may be granted are:
 - (a) for jury service, subject to the provision of a certificate of attendance,
 - (b) where staff are subpoenaed or called as a witness by the State, Territory or Commonwealth,
 - (c) some trade union activities with the prior approval of the Commissioner,
 - (d) other instances determined by the Commissioner.

23. A Leave for Matters Arising from Domestic Violence

- (1) The definition of domestic violence is found in clause 2 of this award.
- (2) Leave entitlements provided for, Family and Community Service Leave, Sick Leave and Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- (3) Where the leave entitlements referred to in subclause 23.2 are exhausted, Department Heads shall grant Special Leave .
- (4) The Department Head will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.(5)Personal information concerning domestic violence will be kept confidential by the agency.

- 6) The Department Head, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

24. Study. Time and Examination Leave

- (1) The Commission encourages staff to undertake further study to enhance their skills and provides assistance in the form of study time and examination leave for approved part-time courses of study. An approved course is one that develops or enhances a staff member's skills and assists them to carry out their duties in the Commission.
- (2) Study Time - Is available for: attendance at lectures, tutorials, residential schools, field days etc, where these are held during working hours; necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and private study.
- (3) 30 minutes study time is granted for each hour of lecture and/or tutorial attendance, up to a maximum of four hours per week (inclusive of travel time). The grant is the same for correspondence courses for which time granted will be calculated on the basis of the equivalent face-to-face course.
- (4) Block periods of study time may be granted for the research and thesis component of higher degrees, qualifying studies for admission to higher degrees, or honours studies on the following basis:
 - (a) where a course at any level involves a thesis or major project as well as course work, the usual study time would be granted for the course work, and ten days study time for the thesis/major project component;
 - (b) for qualifying studies entirely by thesis the grant is 10 days;
 - (c) for masters degree studies by research and thesis only, the total grant is:
 - (i) 25 days for courses of 2 years minimum duration;
 - (ii) 35 days for courses of 3 years minimum duration.
 - (d) for doctoral studies, the total grant for the full duration of the course is 45 days.
- (5) Examination Leave - Up to 5 days per year is available for the time actually involved in attending an examination as well as necessary travelling time during working hours. It is not available where an examination is conducted within normal class timetables during the term/semester and study time has already been granted.

25. Travelling Time Compensation

- (1) Staff, except Surveillance Operatives, who undertake approved travel to a location other than the Commission's head office to perform their work, may be compensated for the travelling time involved if it is additional to their normal travel time to and/or from head office:
 - (a) Travel during bandwidth: is regarded as normal working hours, less normal travelling time.
 - (b) Travel outside bandwidth: is paid at the normal hourly rate, less normal travelling time.
 - (c) Waiting time: will be paid, less one hour, unless overnight accommodation is involved.
- (2) Periods of travelling time of less than 15 minutes; where sleeping facilities are provided; and where staff stop travelling for meal breaks, are not eligible for compensation.
- (3) At the Executive Director's discretion, a staff member may be compensated for such time either by:

- (a) Payment calculated at staff's current rate of pay with a maximum rate of the 1st Year Rate of ICAC Officer Grade 3; or
 - (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- (4) Time in Lieu is Calculated at the Same Rate as Payment.

26. Overtime

- (1) ICAC Officers Grade 1-6 - who are directed to work outside of the Flex Bandwidth shall be paid overtime at the rate of:
- (a) Monday to Saturday
 - 150% (time and a half) for the first 2 hours and
 - 200% every hour thereafter.
 - (b) Sunday
 - 200% (double time)
 - (c) Public Holidays
 - (i) Monday to Friday:
 - 250% (double time and a half - includes normal salary rate) during bandwidth
 - 250% (double time and a half) after bandwidth
 - (ii) Saturday and Sunday:
 - 250% (double time and a half)
- (2) Overtime is paid at staff's current rate of pay up to a maximum rate of Grade 5, Level 5. A minimum of 3 hours payment will be paid for overtime worked on weekends and public holidays or when staff are called back to duty. Time in lieu may be granted instead of payment. Time in lieu is calculated at the same rate as payment.
- (3) A Meal Allowance may be paid when an expense is actually incurred in obtaining a meal and staff ceased work for at least 30 minutes before or during the period of overtime (meal breaks during overtime are not to be counted as overtime). The Meal Allowances rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of overtime meal allowances.
- (a) Breakfast, when required to start work at or before 6 am
 - (b) Lunch, on any Saturday, Sunday or Public Holiday when required to start before or at 8.30 am and until 1.30 pm or later; or, at or after 8.30 am and until 2 pm or later
 - (c) Dinner, when required to work beyond 7.30 pm.
- (4) ICAC Officers Grade 7-8 - are not entitled to the payment of overtime. However, where, in the opinion of the staff member's manager, ICAC Officers Grade 7-8 work excessive additional hours, their manager may approve compensation of not more than 7 hours leave in lieu to be taken within three months of the leave being granted.

- (5) Investigations Staff Overtime Allowance - Investigators, Financial Investigators, Senior Investigators, Special Investigators (Financial and also Technical), Technical Operative, Surveillance Operatives and Surveillance Team Leader are paid an Overtime Allowance in lieu of overtime payments for overtime worked on weekdays. Overtime will be paid as per this clause for work on weekends and public holidays (including those which fall on weekdays). The allowance forms part of overall remuneration and is:
- (a) Investigators/Financial Investigators/Surveillance Operatives 9.1%
 - (b) Senior Investigators/Special Financial/Technical Investigators/Surveillance Team Leader 8.7%

27. Performing Higher Duties

- (1) Where staff are directed to perform the duties of a higher grade position, in addition to the experience gained performing those duties, an allowance will be paid in the circumstances described here.
- (2) The allowance will be calculated by the difference between staff member's current salary and the nearest salary point of the ICAC Officer Grade of the position being acted in. Payment of the allowance will be as follows:
- (a) 10 working days or less - No payment
 - (b) 11 or more working days - 100% difference for the full period, except if the staff member does not undertake all the duties and responsibilities of the higher position, a percentage of the difference is paid as agreed between the staff member and his/her manager.

28. Allowances and Loadings

- (1) Annual Leave Loading (ALL)
- (a) Each year, in the first pay period in December, staff will be eligible to be paid an ALL of 17.5% of the monetary value of up to four weeks Annual Leave accrued in the prior period of 1 December to 30 November. New staff will be paid a pro-rata allowance based on Annual Leave accrued from their entry on duty to 30 November.
 - (b) The maximum rate at which ALL is calculated is the 5th Year rate of ICAC Officer Grade 7. ALL is not paid on resignation or dismissal but is paid on retirement and redundancy.
- (2) Associate's Allowance
- Staff trained to be Associates will receive the allowance referred to in Schedule 2 of this Award. The allowance will be paid fortnightly to Associates for recognition of annual training and being available to work as an Associate. A daily sitting fee will also be paid for each day of hearings. The allowance will be increased in line with the salary increases prescribed in this Award.
- (3) Community Language Allowance
- Staff appointed as language aides under the Community Language Allowance Scheme (CLAS) will be paid the allowance referred to in Schedule 2 of this Award. An annual review of whether the payment of the allowance is still applicable will occur on the anniversary of receiving the allowance. The allowance will be increased in line with the salary increases prescribed in this Award.
- (4) First Aid Allowance
- (a) Staff appointed as First Aid Officers will be paid the allowances appearing in Schedule 2 of this Award. These allowances will increase in line with the salary increases prescribed in this Award. The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds one week.

- (b) When the First Aid Officer is absent on leave for more than one week and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff members shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

(5) Incidents Allowance

A 12.2% Incidents Allowance is payable to Surveillance Officers and Surveillance Team Leader in compensation for change of shift; alteration of bandwidth; shift allowance; on-call allowance for days rostered off; and, on-call allowance for days rostered days on.

(6) Travel Allowances - Accommodation, Meals and Incidentals

- (a) The parties agree that the arrangements for travel and meal allowances provided in this clause are to apply to ICAC staff only and do not constitute a precedent for any other department or agency.
- (b) Staff who undertake approved travel to perform their work are entitled to payment of a Travel Allowance to cover costs of accommodation, meals and incidentals, where such expenses are reasonably and necessarily incurred. The Allowance rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of these allowances. The Commission, rather than the staff member, will book and pay for the accommodation in lieu of paying an allowance to the staff member unless it is not conducive to the conduct of a particular investigation.
- (c) When it is necessary for a staff member to make his/her own arrangements for accommodation, where practicable, he/she shall obtain prior approval for such arrangements and the Commission may elect to pay the provider directly. Surveillance Operatives are exempt from this rule and would have their own policy.
- (d) Travel involving an overnight stay when accommodation is provided free of charge, a daily allowance for incidentals as set by the Australian Taxation Office will be paid.
- (e) For travel involving no overnight stay no meal allowance will be paid. Surveillance Operatives are excluded from this clause and have their own policy regarding the payment of meal allowances for one day journeys. If an exception is made by the Commissioner or his/her delegate due to operational considerations, then meals only may be paid at the rate set from time to time by the Australian Taxation Office.
 - (i) Breakfast, when required to commence travel at or before 6.00 am
 - (ii) Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the Commission's office at the time of taking the normal lunch break
 - (iii) Dinner, when required to travel after 7.30 pm.
- (f) Overseas Travel will be at the rate specified from time to time by the Australian Taxation Office as the reasonable limit.

(7) Motor Car allowances

- (a) Where ICAC motor cars are not available, there is no convenient public transport and a car is necessary, approval may be given to staff to use their own motor car for official business. The allowance rates are determined by the Department of Premier and Cabinet. Current allowances appear in Schedule 2 of this Award.
- (b) Where other transport is available but staff elect and the ICAC authorises, staff may use their own car. The specified journey rate applies up to the cost of the public transport alternative.

29. Investigators, Surveillance Officers and Technical Services Officers

- (1) An investigator, financial investigator, senior investigator, special investigator (financial), education, training and project officer, special investigator (technical), surveillance operative, the surveillance team leader and the technical operative employed by the ICAC at the time of making this award shall retain all entitlements under the award.
- (2) The parties agree to consider the role and work of investigators, financial investigators, senior investigators, special investigators (financial) special investigator (technical), surveillance operatives, the surveillance team leader and technical operatives and the manner of their remuneration.

30. Secure Employment Test Case - WHS Obligations

- (1) For the purposes of this clause, the following definitions shall apply:
 - (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (2) If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business).
 - (a) consult with employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (3) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

- (4) Disputes regarding the application of this Clause

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

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

31. Grievance and Dispute Resolution

- (1) These procedures are separate to the ICAC Grievance Policy for matters not related to this Award.
- (2) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (3) A staff member or persons engaged under clause 30 may notify verbally or in writing their immediate supervisor, manager, grievance officer or union, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (4) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty, within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the staff member or persons engaged under clause 30 may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.
- (6) If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (7) A staff member, at any stage, may request to be represented by their union.
- (8) The staff member, or persons engaged under clause 30 or the union on their behalf, or the Commission may refer the matter to the New South Wales Industrial Relations Commission or another appropriate external agency if the matter is unresolved following the use of these procedures.
- (9) The staff member, union, and the Independent Commission Against Corruption shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

32. Variations to Award and No Further Claims

- (1) This Award may be varied as provided for in the Award and the provisions of the Industrial Relations Act 1996.
- (2) There will be no further claims in relation to the issues covered by the Award during its operation. Subject to the Industrial Relations Act 1996 there shall be no industrial action relating to issues covered by this Award during its operation.

33. Anti-Discrimination

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

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

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

34. Salary Packaging

The Commission supports the provision of salary packaging for non-SES staff. The range of items and the terms of salary packaging is in accordance with the Department of Premier and Cabinet's Guidelines and are set out in the ICAC Salary Sacrificing Info page located on the ICAC's Intranet.

35. Area, Incidence and Duration

- (a) This Award applies to all employees permanently, casually or temporarily employed under the ICAC Act. The Award does not apply to the ICAC Executive.
- (b) This Award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Independent Commission Against Corruption Award published 3 July 2015 (377 I.G. 987), as varied.
- (c) The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 28 January 2016.
- (d) This Award remains in force until varied or rescinded, the period for which it was made having already expired.

SCHEDULE 1 - ICAC OFFICER CLASSIFICATION SALARY RATES

ICAC GRADE	FFPP 1.7.15 \$
1A	50390 51498 53273 54609 55939
1B	56829 58377 60154 61709 63265
1C	63041 64594 66370 67923 70142
2	71477 73031 75028 77467 79248
3	81465 83684 85461 88123 90344
4	92342 94562 97451 100112 102780
5	104769 107212 110322 113873 116538
6	117203 120752 123201 126305 130304
7	128527 130521 132743 134740 139845
8	136962 140734 144285 147835 151606

SCHEDULE 2 - ALLOWANCE RATES

(1) Associate's Allowance, Community Language Allowance Scheme and First Aid Allowance

Allowance	FFP 1.7.15 \$
Associate's Allowance subclause 28(2)	
- Total allowance payable in 12 month financial period not to exceed	6,036 pa
- 50% allowance payable to approved staff members on basis of training and availability	3,018 pa
- Daily Rate	75.45 pa
Community Language Allowance Scheme subclause 28(3)	1,312 pa
Alarm Allowance	4,111 pa
First Aid Allowance (Senior)	1,269 pa
First Aid Officer Allowance subclause 28(4)	845 pa

(2) Overtime Meal Allowances - subclause 26(3)

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(3) Travel Allowances - subclause 28(6)

(a) Involving an overnight stay

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(b) Travel of at least 100 kms from head office and involving no overnight stay and approved for reasons relating to operational necessity.

Meals only may be paid at the rate set by the ATO from time to time and as adopted by the ICAC, provided that if there is no set rate, then payment of actuals as per the current policy will be made.

(4) Motor Car Allowances - subclause 28(7)

(a) Official business rate set in line with ATO rates and in future, will vary in line with ATO rates.

(b) Specified journey rate will be 40% of official business rate.

(5) Casual Employees: Persons employed on a casual basis will receive:

(a) Loadings of

(i) 15% for Mondays to Fridays

(ii) 50% for Saturdays

(iii) 75% for Sundays

(iv) 150% for Public Holidays

- (b) An additional payment of 1/12th in lieu of annual leave
- (c) Minimum period of engagement of 3 hours
- (d) Maximum period of engagement of 9 hours (excluding meal breaks) without the payment of overtime
- (e) Overtime is paid at the overtime rates set out in clause 26 and based on the ordinary hourly rate plus 15% loading.

SCHEDULE 3 - CASUAL EMPLOYEES' ENTITLEMENTS

- (1) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
- (a) The Commission must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

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

- (2) Personal Carers entitlement for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (3) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
 - (b) The Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Commissioner must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
 - (d) The casual employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (3) A family member for the purposes of (2) (a) above is:
- (a) a spouse of the staff member; or
 - (b) a defacto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or of defacto spouse of the staff member; or
 - (d) a same sex partner who lives with the staff member as the defacto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

"household" means a family group living in the same domestic dwelling.
- (4) Bereavement entitlements for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
 - (b) The Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Commissioner must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
 - (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

J. D. STANTON, Commissioner

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 982 of 2015)

Before Commissioner Stanton

4 December 2015

AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

1. Arrangement
2. Definitions
3. Anti-Discrimination
4. Employment Classifications
5. Wages
6. Hours
7. Roster of Hours
8. Meals
9. Overtime
10. Permanent Part-time Employee
11. Casual Employee
12. Temporary Employment
13. Climatic and Isolation Allowances
14. Penalty Rates and Shift Allowances
15. Allowances for Special Working Conditions
16. Public Holidays
17. Annual Leave
18. Annual Leave Loading
19. Long Service Leave
20. Sick Leave
21. Personal/Carer's Leave
22. Compassionate Leave
23. Leave Without Pay
24. Payment and Particulars of Wages
25. Service Allowance
26. Leading Hands
27. Higher Duties
28. Uniforms and Protective Clothing
29. Sleepovers
30. Live-in
31. Grievance and Dispute Resolution Procedures
32. Attendance at Meetings
33. Labour Flexibility & Mixed Functions
34. Promotions and Appointments
35. Emergency Telephone Calls

36. Parental Leave
37. Repatriation Leave
38. Union Representative
39. Apprentices
40. Redundancy
41. Termination of Employment
42. Notice Board
43. Accommodation and Amenities
44. Inspection of Lockers⁴⁵.
45. Consultative Arrangements
46. Training
47. Leave reserved
48. Reasonable Hours
49. Secure Employment
50. Superannuation
51. Area, Incidence and Duration

PART B

Table 1 - Monetary Rates

Table 2 - Other Rates and allowances

Schedule A - Traineeships

Schedule B - Allocation of Trainees to Wage Levels

2. Definitions

"Adult Service" - means service with an employer during which the worker received a rate of pay not less than the lowest rates fixed by this award for an adult, in the same classification as the worker, or the employee is on the age scale at 18 years and over.

"Day Worker" - means an employee who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 a.m. and at or before 10:30 a.m., otherwise than as part of a shift system.

"Defined Benefit Member" has the meaning given by the Superannuation Guarantee (Administration) Act 1992 (Cth)

"Dietitian" means a person employed in the industry of dietetics who has qualifications acceptable to the Dietitians Association of Australia and who is eligible for full membership of the said Association.

"Engagement" - means time that an employee is engaged in homecare services with the client/s joined by the time taken to travel between clients, meal breaks, and rest periods, including overtime worked continuously after the engagement.

"Homecare Residence" - means the homecare client's place of abode.

"Ordinary Pay" - includes base pay and over-award payments for ordinary hours of work; Climatic and Isolation allowances; Leading Hand allowance; and Service allowance. It does not include shift or weekend penalties.

"School Based Apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the Apprenticeship and Traineeship Act 2001.

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

"Union" - means Health Services Union - NSW.

"Therapist" shall mean and shall include:

- (1) "Physiotherapist" means an officer holding current registration or eligibility for Physiotherapist with the Australian Health Practitioner Regulation Agency.
- (2) "Occupational Therapist" means an officer holding current registration or eligibility as an Occupational Therapist with the Australian Health Practitioner Regulation Agency. From 1 July 2012, must hold general registration with the Occupational Therapy Board of Australia.
- (3) "Speech Pathologists" means an officer employed in the industry of speech pathology who has qualifications acceptable to the NSW Branch of Speech Pathology Australia.
- (4) "Music Therapist" means an officer employed in the industry of music therapy.
- (5) "Social Worker" means an officer holding a Bachelor Degree in Social Work or Master's Degree in Social Work (qualifying) which provides eligibility for membership of the Australian Association of Social Workers.
- (6) "Diversional Therapist" - shall mean a person who provides, facilitates and co-ordinates group and individual leisure and recreational activities. This person must be a graduate from an approved university course which includes: the Associate Diploma and Diploma of Applied Science (Diversional Therapy) at the University of Sydney; Bachelor of Applied Sciences (Leisure and Health) at the University of Sydney; Bachelor of Applied Science (Diversional Therapy) at the University of Western Sydney, Macarthur; the Diploma or Bachelor of Health Sciences (Leisure and Health) at Charles Sturt University; the Associate Diploma course in Diversional Therapy conducted by the Cumberland College of Health Sciences; or who has such other qualifications deemed to be equivalent.

3. Anti-Discrimination

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

NOTES -

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

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

4. Employment Classifications

The duties required to be undertaken by an employee in any of the following classifications shall remain within that employee's skills and competence in accordance with Clause 33-Labour Flexibility and Mixed Functions.

Where the employer requires the employee to perform any or all of the tasks set out below, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.

- (i) Care Service Employees

- (a) New Entrant

An employee with less than 500 Hours work experience in this industry who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by the employer. Problems should be referred to a more senior staff member. Indicative tasks an employee at this level may perform are as follows.

Typical Duties:

Care Stream	Support Stream	Maintenance Stream
Carry out simple tasks under supervision to assist a higher grade Care Service Employee attending to the personal needs of residents	General assistance to higher grade employees in the full range of Domestic duties.	General labouring assistance to higher grade employees in the full range of gardening and maintenance duties.

- (b) Grade 1

An employee who has 500 hours work experience in the industry or who has/or can demonstrate relevant prior experience, acceptable to the employer, which enables the employee to work effectively at this level. A Junior Employee (less than 18 years) when classified at this grade may be paid as a new entrant. An employee who works under limited supervision individually or in a team environment or on sleep-over. Employees at this level work within established guidelines including compliance with documentation requirements as determined by the employer. In some situations detailed instructions may be necessary. Indicative tasks an employee at this level may perform are as follows.

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Under limited supervision, provide assistance to residents in carrying out simple personal care tasks which shall include but not be limited to:	Performance under limited supervision of the full range of Domestic duties including but not limited to: General cleaning of	Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to:

<p>Supervise daily hygiene eg assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals.</p> <p>Under direct supervision, provide assistance to a higher Grade Care Service Employee in attending to the personal care needs of a resident.</p>	<p>accommodation, food service, and general areas; General waiting, table service and clearing duties;</p> <p>Assistance in the preparation of food, including the cooking and/or preparation of light refreshments; All laundry duties.</p>	<p>Sweeping; Hosing; Garbage collection and disposal;</p> <p>Keeping the outside of buildings clean and tidy; Mowing lawns and assisting the gardener in labouring.</p>
---	--	---

(c) Grade 2

An employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows.

Typical Duties

Care Stream	Support Stream	Maintenance Stream
<p>Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident’s Care Plan, including:</p>	<p>Assist a higher grade worker in t heplanning, cooking and preparation of the full range of meals.</p>	<p>Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3, in accordance with Clause 33- Labour Flexibility and Mixed Functions.</p>
<p>Assist and Support residents with medication utilising medication compliance aids; Simple wound dressing; Implementation of continence programs as identified in the Care Plan;</p>	<p>Drive a Sedan or Utility.</p>	<p>Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules</p>
<p>Attend to routine urinalysis, blood pressure, temperature and pulse checks; Blood sugar level checks etc and assist and support diabetic residents in the management of</p>		<p>Carry out physical inspections of property and premises and report.</p>

their insulin and diet, recognising the signs of both Hyper and Hypo-Glycemia.		
Recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the employee and the policies and procedures of the organisation. Assist in the development and implementation of resident care plans.		
Assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist.		

(d) Grade 3

An employee who holds either a Certificate Level III in Care Support Services or other appropriate Qualification/Experience acceptable to the employer and:

is designated by the employer as having the responsibility for leading and/or supervising the work of others; or

is required to work individually with minimal supervision and has been designated by the employer as having overall responsibility for a particular function within the facility.

An employee who holds appropriate Trade Qualifications and is required to act on them. Where the work of such employee requires the holding of a licence, the licence allowance from the applicable State trades award shall be paid.

Employees at this level may be required to plan, direct, and train staff and comply with documentation requirements as determined by the employer and assist in the development of budgets.

Indicative tasks an employee at this level may perform are as follows.

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Coordinate and direct the work of staff.	Responsible for the planning, ordering and preparing of all meals.	Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills.
Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents.	Responsible for the provision of domestic services. Schedule work programs on a routine and regular basis.	Undertake the more complicated repairs to equipment and appliances calling for trades skills. Coordinate and direct the work of staff performing gardening duties.

Develop resident care plans.	Coordinate and direct the work of staff. Drive a Minibus or Larger Vehicle.	Schedule work programs on a routine and regular basis.
------------------------------	--	--

(e) Grade 4

Level One

An employee who holds a Certificate IV in Aged Care Work (CHC40108) or other appropriate Qualification/Experience acceptable to the employer and is required to act on it, and

is designated by the employer as having responsibility for leading and/or supervising the work of others in excess of that required of a CSE 3; and

is required to work individually with minimal/ indirect supervision.

Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the facility and comply with documentation requirements as determined by the employer.

Indicative tasks an employee at this level may perform are as follows.

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Overall responsibility for the provision of personal care to residents.	Coordinate and direct the work of staff involved with the preparation and delivery of food.	Coordinate and direct the work of staff performing gardening duties.
Coordinate and direct the work of staff.	Schedule work programs.	Schedule gardening work programs.
Schedule work programs.		Where required, let routine service contracts associated with gardening.

Level Two

An employee who is required to deliver medication to residents in facilities:

previously defined as Nursing Homes (as at 31 December 2004) by the Nursing Homes Act 1988; or

in which more than 80% of places are "allocated high care places" as defined in the Aged Care Act 1997 (Cth).

An employee at this level must hold the following qualifications, which may be varied from time to time by the relevant National Vocational, Education and Training Body:

a Certificate III in Aged Care Work (CHC30208); and

a Certificate IV in Aged Care Work (CHC40108); and

medication module - "Provide Physical Assistance with Medication" (CHCCS303A).

or

Hold other appropriate qualification acceptable to the employer.

Employees at this level may be required to perform the duties of a CSE 4 - Level 1.

(f) Grade 5

This grade shall only apply to employees having responsibility for supervision of the entire facility.

An employee who may be required to have and use any additional qualifications than would be required for a grade 4 employee.

Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the Facility and comply with documentation requirements as determined by the employer

"Catering Officer" -means a person who is responsible for catering services.

"Maintenance Supervisor (Tradesperson)" - means an employee who has trade qualifications and has overall responsibility for maintenance at the place of employment and may be required to supervise other maintenance staff.

"Maintenance Supervisor (Otherwise)" - means an employee who is required to perform maintenance duties as required and who may be required to supervise other maintenance staff and has overall responsibility for maintenance at the place of employment.

Note:- Employees classified and paid as Recreational Activities Officers as at 3 December 2002 be reclassified in accordance with the new definitions of Care Services Employee. Employees reclassified at Level 2 by virtue of the above exercise, shall be paid at Level 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.

(ii) Homecare Employees

(a) Homecare Worker

"Homecare Worker" -means an employee who performs the duties associated with the provisions of Homecare Services to Homecare Clients in the private residence, which may include cleaning, child minding, gardening, handywork (within the employees skills and competencies), cooking, laundry, shopping, personal errands, escorting clients and associated driving, personal care services and general upkeeping services. A Homecare Worker would not normally live at the client's residence for periods in excess of 48 hours.

An employee employed as a homecare employee may be offered additional hours (over and above their guaranteed minimum hours) at a facility and would be paid the rate applicable to the classification worked.

An employee employed at a facility may be offered additional hours (over and above their guaranteed minimum hours) in homecare duties and this employee would be paid the rate applicable to that of a homecare employee.

Grade 1

Shall mean a person without previous relevant experience in personal care delivery. This is a trainee level, which applies to new employees. The employer shall provide training. At the end of a period of six months or 250 hours employment, whichever is first completed, employees who have satisfactorily completed the requirements of grade 1 shall progress to grade 2.

Should an employee at this grade 1 level not satisfactorily complete the requirements of grade 1, he/she shall be notified in writing by the employer two weeks prior to the date on which he/she would have proceeded to grade 2.

An employee may seek the assistance of the union during these discussions and if there is a disagreement between the parties as to the employee's future, the matter shall be resolved as per clause 31, Grievance and Disputes Resolution procedure.

A grade 1 employee shall work under general supervision.

Notwithstanding the above, employees who choose only to carry out general housekeeping duties and are not prepared to multi skill shall be paid at this grade.

Grade 2

Shall mean a person who satisfies the requirements of grade 1 and has progressed to grade 2.

An employee at this level shall be competent in carrying out simple personal care, housekeeping and tasks relevant to assisting clients to maintain their independence in their own homes and may be required to perform the duties of Handyman as defined.

Optional training shall be provided to employees at the request of the employees at this level to equip employees to apply for positions at grade 3.

Grade 2 employees may be required to perform complex tasks required of a grade 3 employee from time to time, within their competence, and shall be paid at the rate for grade 3 whenever such duties are performed for periods in excess of 5 hours per week.

Where the employer requires the employee to perform any or all of the tasks set out below, relevant to a Grade 2 position, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be provided.

Typical Duties - Grade 2

Showering/Bathing.

Excepting where client has severely limited/uncontrollable body movements;

Assisting clients to shower/bath self or totally showering/bathing client;

Assisting with mobility or transferring to and from shower/bath;

Assisting or transferring client to commode chair,

Supervising children's bath.

Bathing a baby.

Total bed bath/sponge - exception level 3.

Toileting.

Helping people to the toilet.

Assisting people to use the toilet by loosening clothing.

Assisting client to change own incontinence and sanitary pads.

Assisting clients with bottles.

Assisting self-catheterisation by holding mirror or positioning legs except where there is severely limited/uncontrollable body movements.

Changing babies, nappies, toileting children.

Menstrual Care.

Assisting with menstrual care.

Skin Care.

All skin care (e.g. application of cream, rubbing pressure areas with lotion etc. except where dressings are involved).

Grooming.

All hair care.

Limited care of nails.

Shaving;

where there are uncontrollable body movements use electric razors only

all other shaving - electric razors recommended.

All dressing/undressing or assistance with dressing/undressing except where there is uncontrollable body movements.

Oral Hygiene.

Assisting clients with their own care of teeth or dentures.

Care of teeth and dentures for the client by using tooth brush/tooth paste/oral solution only.

Oral Medication.

Assisting client with or administering liquid medicines, pills, powders, nose and eye drops.

Transferring/Mobility.

Transferring client in and out of bed/chair/car and assisting with mobility- exceptions see level 3.

Assisting clients to turn or sit up - exceptions level 3.

Fitting of Aids/Appliances.

Such as splints and callipers.

Therapy.

Assisting with therapy in any of the following circumstances;

Low level of assistance is required.

Carer/therapist is not on site and client is able to take responsibility for the therapy or carer/therapist is on site.

Simple instructions required rather than specialised training knowledge.

Assistance with Eating.

Assisting where there are no eating difficulties.

Grade 3

Shall mean a person who performs the duties of a grade 2 and is required to directly attend to a client's needs, as opposed to assisting the client to do for himself/herself because of the client's behaviour or the client's condition and/or household environment.

Where the employer requires the employee to perform any or all of the tasks set out below, relevant to a Grade 3 position, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be provided.

Grade 3 employees will be involved in on the job training of homecare employees where required.

Typical Duties - Grade 3

Showering/Bathing.

Showering/Bathing adults and children with severely limited/uncontrollable body movements.

Total bed bath/sponge where there is severely limited/uncontrollable body movements or serious comfort/health consideration.

Toileting.

Assisting in placement/removal/emptying/care/cleaning of sheaths and leg baths.

Assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site.

Changing or assisting with urinary diversion - colostomy and drainage bags.

All bowel management.

Continual caring of someone with bowel incontinence including washing the person and changing bowel incontinence pads.

Assisting the resident with the sterilising of glass catheters.

Menstrual Care.

Changing tampons and sanitary pads.

Skin Care.

Changing simple wound dressing.

Application of treatment creams to genital area.

Nasal Care.

Cleaning noses.

Grooming.

All dressing/undressing where there are severely limited/uncontrollable body movements.

Medication

Suppositories.

Assist and support diabetic residents in the management of their insulin and diet and recognising the signs of both Hyper and Hypo-Glycemia.

Transferring/Mobility.

Assisting clients to turn/sit where clients can offer limited/no assistance with weight bearing.

Using mechanical aids to lift and transfer clients.

Assisting clients with transfers/mobility where:

- (i) Clients can offer limited/no assistance with weight bearing.
- (ii) Careful handling is required because of the client's health/disability.
- (iii) Some lifting or physically awkward movement is involved for employees in transfer/mobility.

Therapy.

Assisting with therapy in any of the following circumstances:

- (i) High degree of assistance is involved.
- (ii) Employees have total responsibility because client is unable to take responsibly for the therapy and carer/therapist is not on site.
- (iii) Specialised training knowledge is required.

Assisting with Eating.

Assisting with eating where a risk of choking, vomiting or other eating difficulty is involved.

(b) Live-in Homecarer

- (1) Live-in Homecarer - shall mean a homecare employee who lives at the client's premises for a period of 24 hours or more. For the purpose of this sub clause a day shall be defined as a period of 24 consecutive hours.
- (2) For the purposes of the rates of pay for Live-in Homecarer which are set out as daily rates of pay in Table 1, of Schedule B to this Award:
 - (A) A home care employee grade 1 shall be paid as a Live-in Homecarer grade 1;
 - (B) A home care employee grade 2 shall be paid as a Live-in Homecarer grade 2;
 - (C) A home care employee grade 3 shall be paid as a Live-in Homecarer grade 3;
- (3) The terms and conditions of this clause shall be in substitution for and not cumulative upon the entitlements in the following clauses: Clause 6-Hours; Clause 9-Overtime; Clause 14-Penalty Rates and Shift Allowances; Clause 16-Public Holidays.
- (4) Employees required to live in shall be provided with full board and lodging free of charge.

- (5) A Live-in Homecarer shall after each five (5) consecutive days of duty, be entitled to two (2) consecutive days off provided that:
 - (A) Such days may accumulate to a limit of six (6) and in any case must be taken at the conclusion of such service.
 - (B) Where it is mutually agreed between the employer and the employee that under such circumstances the days of duty should continue, such days may accumulate to a limit of eight (8) to be taken at the conclusion of such service.
- (6) The rates of pay for a live-in Homecarer take into account all incidents of employment inherent in the work and conditions of employment of Live - in Homecarers, including but not limited to: the requirement to reside at the client’s premises; to perform work and be available for the performance of work at all such times of the day as the job and client’s needs may require; and in recognition of all factors, including but not limited to, the special pressures, responsibilities and climate inherent in the work.

(iii) Clerical & Administrative Employees

(a) Grades:

All employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.

- (b) An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described in paragraphs (c) to (g) of this subclause.
- (c) A Grade 1 position is described as follows:
 - (1) The employee may work under direct supervision with regular checking of progress.
 - (2) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
 - (3) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks of a Grade 1 position are:

Unit	Element
Information Handling	Receive and distribute incoming mail Receive and dispatch outgoing mail Collate and dispatch documents for bulk mailing File and retrieve documents
Communication	Receive and relay oral and written messages Complete simple forms
Enterprise	Identify key functions and personnel Apply office procedures
Technology	Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data Close files
Organisational	Plan and organise a personal daily work routine
Team	Complete allocated tasks
Business Financial	Record petty cash transactions Prepare banking documents Prepare business source documents

- (d) A Grade 2 position is described as follows:
- (1) The employee may work under routine supervision with intermittent checking.
 - (2) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
 - (3) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision-making.

Indicative tasks of a Grade 2 position are:

Unit	Element
Information Handling	Update and modify existing organisational records Remove inactive files Copy data on to standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shutdown equipment
Organisational	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks Assist others to complete tasks
Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post journals to ledger

- (e) A Grade 3 position is described as follows:
- (1) The employee may work under limited supervision with checking related to overall progress.
 - (2) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
 - (3) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

Indicative tasks of a Grade 3 position are:

Unit	Element
Information Handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information Draft routine correspondence. Handle sensitive inquiries with tact and discretion

Enterprise	Clarify specific needs of client/other employees Provide information and advice Follow-up on client/employee needs Clarify the nature of a verbal message Identify options for resolution and act accordingly
Technology	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Produce documents
Organisational	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary
Team	Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	Reconcile accounts to balance Prepare bank reconciliations Document and lodge takings at bank Receive and document payment/takings Dispatch statements to debtors Follow up and record outstanding accounts Dispatch payments to creditors Maintain stock control records

(f) A Grade 4 position is described as follows:

- (1) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (2) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (3) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks of a Grade 4 position are:

Unit	Element
Information Handling	Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system Compile report Identify information source(s) inside and outside the organisation
Communication	Receive and process a request for information Identify information source(s) Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various setups are available Design document format

	Assist and train network users Shutdown network equipment
Organisational	Manage diary on behalf of others Assist with appointment preparation and follow up for others Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures

(g) A Grade 5 position is described as follows:

- (1) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (2) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (3) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks of a Grade 5 position are:

Unit	Element
Information Handling	Implement new/improved system Update incoming publications Circulate publications Identify information source(s) inside and outside the organisation
Communication	Obtain data from external sources Produce report Identify need for documents and/or research
Enterprise	Assist with the development of options for future strategies Assist with planning to match future requirements with resource allocation
Technology	Establish and maintain a small network Identify document requirements Determine presentation and format of document and produce it
Organisational	Organise meetings Plan and organise conference
Team	Draft job vacancy advertisement Assist in the selection of staff Plan and allocate work for the team Monitor team performance Organise training for team
Business Financial	Administer PAYE salary records Process payment of wages and salaries Prepare payroll data

5. Wages

- (i) Employees shall be paid not less than the rates for the appropriate classification set out in Table 1, Monetary Rates, of Part B of this award.
- (ii) Nothing in this Award shall be deemed or construed to reduce the wages, conditions or allowances of any employee below that level accorded him/her prior to the date of operation of this Award.
- (iii) Wages for school based apprentice
 - (a) 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.
 - (b) For the purposes of subclause (a) 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. The wages paid for training time may be averaged over the school term or year.
 - (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

6. Hours

- (i)
 - (a) The ordinary hours of work for day workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight to be worked Monday to Friday and to commence on such days at or after 6:00 a.m. and at or before 10:30 a.m.
 - b) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight or an average of 38 hours per week in each roster cycle.
- (ii)
 - (a) The hours of work prescribed in subclause (i) shall be arranged as follows:
 - (1) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 28 calendar-day cycle; or
 - (2) 190 hours per 35 calendar days to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 35 calendar-day cycle.
 - (b) Following consultation and discussion with the Union the hours of work may also be arranged in one of the following ways:
 - (1) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
 - (2) 38 hours per week to be arranged so that each employee shall not work their ordinary hours on more than five days in the week.
- (iii) Each employee shall be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty (rostered days off), and every effort shall be made for such rostered days off to be consecutive, unless otherwise agreed.
- (iv) Each shift shall consist of no more than ten hours on a day shift or 11 hours on a night shift with not less than eight hours break between each shift; provided that an employee shall not work more than seven consecutive shifts unless the employee so requests and the employer agrees.

- (v)
- (a) Full-time employees shall receive a minimum payment of four hours for each start in respect of ordinary hours of work.
 - (b) Permanent part-time and casual employees, other than Homecare Employees, shall receive a minimum payment of two hours for each start.
 - (c) Permanent part time homecare employees and casual homecare employees shall receive a minimum of one hour for each engagement
- (vi)
- (a) An employee whose ordinary hours of work are arranged in accordance with sub-clause (a) of sub-clause (ii) above shall be entitled to an allocated day off in each cycle of 28 days or 35 days as the case may be. The ordinary hours worked on each of those days shall be arranged to include a proportion of one hour on the basis of 0.4 of one hour for each 8-hour shift worked and 0.5 of one hour for each 10-hour shift worked which shall accumulate towards the employee's allocated day off duty on pay.
 - (b) A full-time employee's allocated day off duty (ADO) shall be determined by mutual agreement between the employee and the employer having regard to the needs of the place of employment or sections thereof. Such allocated day off duty shall, where practicable, be consecutive with the rostered days off prescribed in subclause (iii) of this clause. Provided that allocated days off shall not be rostered on public holidays.
 - (c) Where the employer and the employee agree, up to five (5) allocated days off may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time.
 - (d) In a hostel which has a bed capacity of 40 or less, the employer shall have the option of granting an employee a nineteen-day four-week cycle or accumulating 12 allocated days off per annum which may be taken in conjunction with the employee's annual leave or at another agreed time.
 - (e) No time towards an allocated day off shall accumulate during periods of workers' compensation, unpaid parental leave, long service leave, any period of unpaid leave or the statutory four weeks' annual leave.
 - (f) Credit towards an allocated day off shall continue to accumulate whilst an employee is on paid sick leave. Where an allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (vii) The ordinary hours of work for a permanent part-time employee will be a specified number of hours, which are less than those prescribed for a full-time employee. The specified number of hours may be balanced over a week or fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this award. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this subclause.
- (viii) Two separate ten-minute tea breaks (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked employees shall be allowed one 10-minute tea break in each four-hour period. Subject to agreement between the employer and the employee, the two ten-minute tea breaks may alternatively be taken as one 20-minute tea break, or by one ten-minute tea break with the employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time. Such tea break(s) shall count as working time.

- (ix) Employees must receive a minimum break of eight hours between ordinary rostered shifts, which are not broken shifts.
- (x) Except for meal breaks, all time from the commencement to the cessation of duty each shift shall count as working time, except for shifts being worked as broken shifts.
- (xi) With respect to broken shifts:
 - (a) A "broken shift" for the purposes of this sub clause means a single shift worked by an employee that includes one or more breaks in excess of that provided for meal breaks, where the time between the commencement and termination of the broken shift shall not exceed 12 hours.
 - (b) An employee must receive a minimum break of ten hours between broken shifts rostered on successive days.
 - (c) Where broken shifts are worked, employees shall receive an allowance of the amount set out in Item 1 of Table 2, Other Rates and Allowances, of Part B, of this award, per shift.
 - (d) Payment for a broken shift shall be at ordinary pay with penalty rates and shift allowances in accordance with Clause 14, with shift allowances being determined by the commencing time of the broken shift.
 - (e) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double ordinary pay.
 - (f) Broken shifts may be introduced for up to four weeks without the permission of the Union.
 - (g) Where the employer seeks the approval of the Union to work broken shifts in excess of four weeks, it must be in writing, which the Union will accept or decline within fourteen days. The Union will not decline such an application without good cause.
 - (g) Where an employee works a broken shift and at least part of that shift involves the work of a Homecare Employee, the employer is not required to seek the exemption from the Union as prescribed by paragraph (g) of this subclause.

7. Roster of Hours

- (i)
 - (a) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster subject to paragraph (b) of this subclause.
 - (b) In the case of Homecare Employees, alternative means of communicating changes of rosters such as telephone communication, direct contact, mail, email or facsimile will be accepted.,
- (ii) Subclause (i) of this clause shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the casual or relieving staff.
- (iii) Provided that a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency. Where such alteration involves an employee working on a day which would have been his/her rostered day off, such employee may elect to be paid at overtime rates or have a day off in lieu which shall be mutually arranged.

Provided also that this provision shall not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.

Provided further that any alteration to the roster of hours of a day worker must be consistent with the definition of a Day Worker contained in clause 2, Definitions.

- (iv)
- (a) Where a home care client cancels for reasons other than those outlined in (iv)(b), permanent employees shall be entitled to receive payment for their minimum specified hours in that pay period. The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other home care clients or in a facility.
- (b) Where the employer is unable to meet the minimum specified hours of a permanent employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
1. work shall be re-allocated from casual employees to the permanent employee; or
 2. hours shall be reallocated from another employee who is working hours additional to their minimum specified hours; or
 3. where the employee agrees, the employee may have access to annual or long service leave; or
 4. the employee and employer may agree to a period of unpaid leave; or
 5. failing agreement in (4) above, refer to the dispute procedure.
 6. Notwithstanding the provisions in subparagraphs (1) to (5) inclusive, if after six weeks - or earlier if by mutual agreement - the employer is unable to provide the minimum specified hours, the employee shall be entitled to the provisions set out in Clause 42, Redundancy.
- (v) Where an employee is entitled to an allocated day off duty in accordance with clause 6-Hours of this award that allocated day off duty is to be shown on the roster of hours for that employee.
- (vi) Each sleepover shall appear on the roster.

8. Meals

- (i)
- (a) Employees shall not be required to work more than six hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration and shall not count as time worked.
- (b) However, employees engaged in homecare duties may be rostered to have a paid 20-minute break in the place of the meal break where they are required to remain with the client during such break.
- (c) In the event that all or some of the meals of breakfast, lunch and dinner are not provided for a live-in homecarer, the employer shall reimburse such reasonable amounts for same, upon proof of expenditure.
- (ii) Notwithstanding the provisions of subclause (i) of this clause, an employee required to work shifts in excess of ten hours shall be entitled to a 60-minute meal break. Such time shall be taken as either two 30-minute meal breaks or one 60-minute meal break, subject to agreement between employer and employee.

- (iii) An employee who is required to work overtime for more than two hours and such overtime goes beyond 7:00 a.m., 1:00 p.m., and 6:00 p.m. shall, at the option of the employer, be supplied with a meal or shall be paid:
 - (a) an amount set out in Item 2 of Table 2, Other Rates and Allowances, of Part B, of this award, for breakfast;
 - (b) an amount set out in Item 3 of the said Table 2, for luncheon;
 - (c) an amount set out in Item 4 of the said Table 2, for the evening meal.

9. Overtime

- (i) All time worked by employees outside the ordinary hours in accordance with clause 6-Hours and clause 7-Roster of Hours of this award, shall be paid time and one half ordinary pay up to two (2) hours each day and thereafter double ordinary pay; provided however, that all overtime worked on Sunday shall be paid at double ordinary pay and all overtime worked on public holidays shall be paid for at double time and one-half ordinary pay
- (ii) An employee must receive an eight or ten-hour break between rostered shifts, in accordance with clause 6-Hours. Where the next shift is due to commence before the employee has had their appropriate eight or ten hours break, one of the following will apply:
 - (a) The employee will be released prior to, or after the completion of their shift to permit them to have their appropriate break under clause 6-Hours without loss of pay for the working time occurring during such absence.
 - (b) If at the request of the employer an employee works without their appropriate break, they shall be paid until they are released from duty at overtime rates. Once released from duty such employees shall be entitled to be absent from work until they have had their appropriate break in accordance with clause 6-Hours without loss of pay for working time occurring during such an absence.
- (iii) Employees who are recalled to work overtime after leaving the employer's place of work shall be paid a minimum of four hours at the applicable overtime rate for each time so recalled. Provided that, except in unforeseen circumstances, an employee shall not be required to work the full four hours if the tasks they were recalled to perform are completed within a shorter period.
 - (a) An employee recalled to work overtime pursuant to subclause (ii) shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
 - (b) Provided that where an employee elects to use their own vehicle they shall be paid an allowance of the amount set out in Item 5 of Table 2, Other Rates and Allowances, of Part B, of this award.
 - (c) An employee who agrees to be on call, requiring to make themselves ready and available to return to work whilst off duty, shall be paid an allowance of the amount set out in Item 6 of the said Table 2.
 - (d) Employees will not be required to be on call in excess of ten days in any 28-day period.
- (iv) For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- (v) All time worked by permanent part-time employees in excess of the hours prescribed in subclause (iv) of clause 6-Hours, of this award shall be paid for at overtime rates.
- (vi) In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:

- (a) Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay, that is for example, one hour off for each hour of overtime worked. However, any applicable shift and weekend penalties shall still be paid as if the time was worked when taking such time in lieu. It must be taken within four months of it being accrued at a mutually agreed time.
- (b) Where it is not possible for an employee to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (c) Employees cannot be compelled to take time off in lieu of overtime.
- (d) The employer must maintain records of all time in lieu of overtime owing and taken by employees.
- (e) Where no election is made the employee shall be paid overtime rates in accordance with the award.

10. Permanent Part-Time Employee

- (i) A permanent part-time employee is one who is permanently appointed by a facility to work for a specified number of hours, which are less than those prescribed for a full-time employee.
- (ii) At the request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment.
 - (a) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident.
- (iii) Any adjusted contracted hours resulting from a review identified in subclause (ii) of this clause should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
- (iv) Permanent part-time employees shall be paid an hourly rate calculated on the basis of 1/38th of the appropriate rate prescribed by Table 1, Monetary Rates, of Part B of this award.
- (v) Permanent part-time employees shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (vi) Permanent part time employees engaged in the provision of home care services shall:
 - (a) Have a minimum specified number of hours of ten per week or 20 per fortnight.
 - (b) Have a minimum payment per engagement of one hour.
 - (c) Notwithstanding the provisions in paragraph (a) of this subclause, where there is a genuine agreement in writing between the employer and employee the minimum contract hours may be reduced.
 - (d) Have hours of engagement maintained as per clause 7-Roster of Hours.

11. Casual Employee

- (i)
- (a) A casual employee is one engaged on an hourly basis otherwise than as a full-time employee or permanent part-time employee.
 - (b) A casual employee may only be engaged in the following circumstances: for short term periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or in the place of another employee who is absent; or in an emergency.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth (1/38th) of the appropriate rate prescribed by Part B, Monetary Rates of this award, plus ten (10) per centum thereof, with a minimum payment of two hours for each start, (where the casual is employed in the place of a homecare employee who is absent then the minimum payment per engagement may be one (1) hour) and one thirty-eighth of the uniform and laundry allowances where a uniform is not supplied in accordance with clause 28-Uniforms and Protective Clothing.
- (iii) For weekend and public holiday work, casual employees shall, in lieu of all other penalty rates and the 10% casual loading, receive the rates prescribed in clause 14-Penalty Rates and Shift Allowances and clause 16-Public Holidays.
- (iv) Overtime rates shall be payable on the hourly rate (1/38th) in lieu of the 10% casual loading only when a casual works in excess of 38 hours per week or 76 hours per fortnight depending on the pay period.
- (v) For the entitlement to annual leave, a casual shall receive an additional amount equivalent to one-twelfth of the sum of their ordinary pay plus payments received in accordance with clause 14-Penalty Rates and Shift Allowances. No other allowances or payments are to be included for the calculation of this annual leave entitlement. Further, this amount will be itemised separately on the employee's pay records.
- (vi) For the entitlement to long service leave, see Long Service Leave Act, 1955.
- (vii) With respect to a casual employee, the provisions of the following clauses shall not apply:
- Clause 7-Roster of Hours; clause 17-Annual Leave; clause 18-Annual Leave Loading; clause 19-Long Service Leave; clause 20-Sick Leave; clause 22-Compassionate Leave; clause 23-Leave Without Pay; clause 25-Service Allowance; clause 26-Leading Hands; clause 27-Higher Duties; clause 30-Live-In; clause 34-Promotions and Appointments; clause 35-Emergency Telephone Calls; clause 37-Repatriation Leave; clause 39-Apprentices.
- (viii) Personal Carers Entitlement for casual employees
- (a) Subject to the evidentiary and notice requirements in Clauses 21(i)(b) and 21(i)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Clause 21(i)(c)(2) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (ix) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in Clause 22(ii)(a)(2) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Clause 21(i)(c)(2).
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

12. Temporary Employment

- (i) Fixed term or task contracts of employment may be offered and such temporary employees engaged where necessary to meet the genuine occupational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term relief, or forthcoming service reductions.
- (ii) The provision of clause 40-Redundancy will not apply to such employees.

13. Climatic and Isolation Allowance

- (i) Subject to subclause (ii) of this clause persons employed in organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance of the amount set out in Item 7 of Table 2, Other Rates and Allowances, of Part B, of this award, per week in addition to the salary to which they are otherwise entitled.

The line shall be drawn as follows: viz., commencing at Tocumwal and thence to the following towns in the order stated, namely: Lockhart; Narrandera; Leeton; Peak Hill; Gilgandra; Dunedoo; Coolah; Boggabri; Inverell; and Bonshaw.

- (ii) Persons employed in organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance of the amount set out in Item 8 of the said Table 2, per week in addition to the salary to which they are otherwise entitled.

The line shall be drawn as follows: viz., commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns in the order stated, namely: Hay; Hillston; Nyngan; Walgett; Collarenebri; and Mungindi.

- (iii) The allowances prescribed by this clause are not cumulative.
- (iv) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of salary for the purposes of this award.
- (v) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

14. Penalty Rates and Shift Allowances

- (i) Employees shall be paid the following percentages in addition to their ordinary pay, and where applicable, the 10% casual loading, for shifts rostered as follows:
 - (a) 10% for afternoon shift commencing after 10:30 a.m. and before 1:00 p.m.
 - (b) 12.5% for afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m.
 - (c) 15% for night shift commencing at or after 4:00 p.m. and before 4:00 a.m.

- (d) 10% for night shift commencing at or after 4:00 a.m. and before 6:00 a.m.

Provided that laundry staff working afternoon or night shift as at 30 September, 1993 shall be paid 20% in addition to the ordinary pay for such shift. Laundry staff employed after 30 September 1993, and who work afternoon or night shift shall receive the penalty rates prescribed in subclauses (a) to (d) above.

- (ii) Notwithstanding subclause (i), employees working less than the hours prescribed for a full-time employee within clause 6-Hours of this award shall only be entitled to the additional rates where their shifts commence prior to 6:00a.m. or finish subsequent to 7:00 p.m.
- (iii) Employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:
- (a) for work between midnight on Friday and midnight on Saturday - time and one half.
- (b) for work between midnight on Saturday and midnight on Sunday - time and three-quarters.

These extra rates shall be in substitution for and not cumulative upon the shift allowances prescribed in the preceding sub-clauses (i) and (ii) of this clause.

15. Allowances for Special Working Conditions

- (i)
- (a) Employees engaged in work of a dirty or offensive nature and/or cleaning or scraping work in confined spaces (such as inside ventilator shafts, air conditioning ducts or the like) shall, whilst so employed, be paid an allowance of the amount set out in Item 9 of Table 2, Other Rates and Allowances, of Part B of this award, per hour extra.
- (b) Provided however that employees engaged in cleaning or scraping work inside the gas or water space of any boiler, flue or economiser shall, whilst so employed, be paid an allowance of the amount set out in Item 10 of the said Table 2, per hour extra.
- (ii) Employees who are required to assist tradespersons on work of a dirty or offensive nature shall be paid disability allowances under the same terms and conditions as the disability allowances that may be payable to the tradespersons they are assisting.
- (iii) Employees shall be paid an allowance of the amount set out in Item 11 of the said Table 2, per hour or part thereof for all time during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.
- (iv) An employee, other than a Homecare Employee, sent for duty to a place other than his/her regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (v) Vehicle Allowance:
- Where an employee is called upon and agrees to use his/her private vehicle for official business, payment of an allowance shall be made by utilising the rate in item 12 of the said Table 2, per kilometre excluding travel to and from the employee's home to the first place of work and return to home at the end of his/her duties. This rate shall remain in force for the duration of this award. This sub-clause shall apply to all employees.
- (vi) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of his/her duties.

- (vii) No payment shall be made under sub-clause (v) & (vi) unless the employer is satisfied that the employee has incurred expenditure for such travel.
- (viii) Where homecare employees are rostered to work with consecutive clients they shall be paid for the time taken to travel between locations at the rate of 3% of the ordinary pay per hour per kilometre travelled, excluding travel from the employee's home to the first place of work and return to home at the cessation of his/her duties; provided that this payment shall not be made if the employee is being paid at the hourly rate of pay for the time between consecutive clients.
- (ix) An employee in possession of, and required to act on, a Laundry and Dry Cleaning Certificate, shall be paid an allowance in the nature of a salary as set out in item 13, of the said Table 2.
- (x) An employee who works less than 38 hours per week shall be entitled to this allowance identified in subclause (ix) of this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

16. Public Holidays

- (i) Public holidays shall be allowed to employees without loss of ordinary pay.
- (ii) For the purposes of this award, the following shall be deemed to be public holidays: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.
- (iii) In addition to those public holidays specified in sub-clause (ii) employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the employer:
 - (a) On the day on which the August Bank Holiday is observed; or
 - (b) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year; or
 - (c) On a gazetted and proclaimed local public holiday. In areas where only one half-day is proclaimed and observed, the whole day will be regarded as a public holiday for the purposes of this award. In these circumstances if a further one half day local public holiday occurs in that calendar year, it will not be observed for the purposes of this clause.
 - (d) The employer shall nominate before July 1 of each calendar year, the date on which this extra public holiday is to be observed. Once such an election is made, such date then becomes the date on which the extra public holiday is to be observed for all workers in that establishment covered by this award, provided however that if no such election is duly made, the extra public holiday will be observed on the August Bank Holiday.
- (iv) Employees shall also be entitled to any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated, beyond those days already observed in accordance with subclauses (ii) and (iii) above. .
- (v) An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift allowances (except broken shift allowances), weekend penalties, casual loading and part-time loading, as follows:
 - (a) Full-time Employees -
 - (1) Time and one half for all ordinary time worked in addition to the weekly rate.Alternatively, if the employee elects:

- (2) Half-time extra for all time worked in addition to the weekly rate and have one ordinary working day added to be taken in conjunction with the period of annual leave.

(b) Permanent Part-time Employees -

- (1) Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay.

Alternatively, if the employee elects:

- (2) Half-time extra for all time worked in addition to the weekly rate and have the equivalent number of hours worked added to be taken in conjunction with the period of annual leave.

(c) Casual Employees:

Double time and one-half for all time worked.

(vi) Full-time shift-workers rostered off duty on a public holiday shall:

- (a) be paid one day's pay in addition to the weekly rate; or
- (b) if the employee so elects have one day added to be taken in conjunction with their period of annual leave.

(vii) The election referred to in subclauses (iv) and (v) is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during that period of employment.

17. Annual Leave

(i) All employees shall be entitled to the provisions of the Annual Holidays Act 1944.

(ii)

- (a) Full-time employees and permanent part-time employees who are rostered to work their ordinary hours on Sundays and/or public holidays shall be entitled to receive additional annual leave if, during a qualifying period of employment for annual leave purposes they have worked:

	Full-time Employees	Permanent part-time Employees
3 shifts or less	Nil	Nil
4 - 10 shifts	one day	0.2 weeks
11 - 17 shifts	two days	0.4 weeks
18 - 24 shifts	three days	0.6 weeks
25 - 31 shifts	four days	0.8 weeks
32 or more shifts	five days	1 week.

Provided that an employee, entitled to additional annual leave by virtue of this subclause, may elect to be paid an amount equivalent to the value of his/her additional leave entitlements in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (b) Live-in Homecarers employed and paid as such shall accrue an additional weeks leave for every 12 months of continuous service on a pro-rata basis.

(iii) Provided that on termination of employment, employees shall be entitled to payment for any untaken annual leave due under sub-clause (ii) together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with subclause (i) of this clause.

- (iv) Employees entitled to allocated days off duty in accordance with sub-clause (vi) of clause 6-Hours of this award, shall accrue credits towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with sub-clause (ii) of this clause and subclauses (iv) and (v) of clause 16-Public Holidays.

18. Annual Leave Loading

- (i) Employees shall be entitled to annual leave loading of 17.5% on four weeks of the appropriate weekly rate of pay, or shift allowances and weekend penalties as set out in subclause (ii) of this clause, whichever is the greater.
- (ii) A shift worker, as defined in clause 2, Definitions of this award, shall be paid whilst on annual leave his/her ordinary pay plus shift allowances and weekend penalties relating to ordinary time the Shift Worker would have worked if he/she had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave, for days which have been added to annual leave in accordance with the provisions of clause 16-Public Holidays or paragraph (a) of subclause (ii) of clause 17-Annual Leave.
- (iii) No loading is payable where the annual leave is taken wholly or partly in advance, provided however, that if the employment of such an employee continues until their next anniversary date, the loading then becomes payable.
- (iv) Where the employment of an employee is terminated for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of the annual leave accrued as at their last anniversary date, they shall be paid the leave loading for such leave on termination. No leave loading is payable on pro rate leave on termination.

19. Long Service Leave

All Therapists except Diversional Therapists:

For entitlements to Long Service leave see Long Service leave Act 1955.

All other classifications:

- (i)
- (a) Each employee shall be entitled to two months long service leave on ordinary pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial ten year period of service.
- (b) Where the services of an employee with at least five years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, he/she shall be entitled to be paid a proportionate amount on the basis of two months for ten years service.
- (ii) For the purpose of subclause (i) of this clause:
- (a) service shall mean continuous service with any one employer/organisation;
- (b) service shall not include:
- (1) any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;

- (2) any period of service as a part-time worker except as provided for in sub-clause (vi) (v) of this clause.

(iii)

- (a) The employer shall give to each worker at least one month's notice of the date from which it is proposed that the worker's long service leave shall be given and taken. Long service leave shall be taken as soon as practicable having regard to the needs of the facility, or where the employer and the employee agree, such leave may be postponed to an agreed date.
- (b) Where the employer and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of this agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.

(iv)

- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower or children such person who, in the opinion of the employer, was at the time of the death of such an employee, a dependent relative of such employee shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this sub-clause the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this sub-clause to receive the monetary value of leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (v) Full-time and permanent part-time employees shall be entitled to have previous part-time service as a part-time worker which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time and/or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 40 hours up until 30 April, 1985 and bears to 38 hours on and from 1 May, 1985, provided the part-time service as a part-time worker merges without break with the subsequent full-time service or permanent part-time employment.
- (vi) Where an employee has been granted a period of long service leave prior to the coming into force of this award, the amount of such leave shall be debited against the amount of leave due under this award.
- (vii) Employees of the employer previously covered by alternative awards will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer will be in accordance with this award, e.g. an employee with 15 years continuous service under an alternative award at the time of transfer may have an accrued entitlement of 3 months long service leave. From this time onwards employees would accrue their entitlements in accordance with this award, at the rate of 2.5 months for each five years' service as the continuity of service is not affected by the change of award coverage. Thus, after 20 years continuous service the employee would

be entitled to 5.5 months leave, made up of 3 months under the previous award and a further 2.5 months under this award.

20. Sick Leave

- (i)
 - (a) An employee during his/her first year of employment with an employer shall be entitled to sick leave at the rate of 7.6 hours or pro rata thereof on the anniversary date of each of the first three months of continuous service.
 - (b) Upon completion of four (4) months continuous service the employee shall be entitled to a further 53.2 hours or pro rata thereof sick leave
- (ii) A full-time employee shall be entitled to sick leave on ordinary pay by allowing 76 rostered ordinary hours of work for each year of continuous service.
- (iii) Part-time employees shall be entitled to sick leave in the same proportion of seventy six hours as the average weekly hours worked over the preceding 12 months or from the time of the commencement of employment, whichever is the lesser, bears to 38 ordinary hours of one week for each year of continuous service. Such entitlements shall be subject to all the conditions applying to full-time employees.
- (iv)
 - (a) An employee, other than a homecare employee, shall notify his/her employer of an absence from work due to illness or injury prior to the commencement of his/her rostered shift or as soon as practicable thereafter, and shall inform the employer of the expected duration of the absence.
 - (b) A Homecare Employee shall notify his/her employer of an absence from work due to illness or injury at least three hours prior to the commencement of his/her rostered shift but in any case no later than one hour before the first client where the employee is not prevented from doing so and shall inform the employer of the expected duration of the absence.
 - (c) An employee who is working in two different classifications shall be paid the relevant pay for the classification he/she would have been working on the day of their sick leave.
- (v) Periods of sickness shall not be required to be certified to by a legally registered medical practitioner, excepting where the absence exceeds two consecutive days or where in the employer's opinion the circumstances are such as to warrant such requirements.
- (vi) The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
- (vii) An employee shall not be entitled to sick leave on ordinary pay for any period in respect of which such employee is entitled to workers' compensation payments at full ordinary rate; provided however, that where an employee is not in receipt of such full ordinary compensation rate, an employer shall pay to an employee who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay.

The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

Provided that this subclause shall not apply where an employee unreasonably refuses to undergo a rehabilitation program.
- (viii) For the purpose of determining a full-time employee's sick leave credit as at 1 May, 1985, sick leave entitlement shall be proportioned on the basis of 76:80.

- (ix) For the purposes of this clause, service shall mean continuous service with any one employer/organisation.
- (x) Any unused sick leave shall remain to the employee's credit.

21. Personal/Carer's Leave

(i) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub-clause (ii) of sub-clause (c), who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause any current or accrued sick leave entitlement, provided for in clause 20-Sick Leave, for absences to provide care and support, for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned or that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household, where for the purposes of this sub-clause:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

- (d) 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 that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (e) An employee, in addition to the circumstances and manner stated in subclauses (a)-(d), shall also be entitled to access accrued sick leave for the purposes of personal/carer's leave in the following situation:
 - (1) one permanent employee only per facility each calendar year shall be entitled to access two (2) days of such leave to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
 - (2) such an employee will give a minimum of four weeks notice to the employer of attendance at such training, unless a lesser notification period is agreed to by the employer, and the employer shall be entitled to request written confirmation from the Union as to the time and nature of the training;
 - (3) access to this two (2) days per year in this subclause is not cumulative; and
 - (4) such an employee may, with the consent of the employer, access additional or alternative leave, as prescribed in subclauses (ii)-(vi) of this clause, for the purposes of attending such training as stated in subclause (e)(1) above.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 31. should be followed.

(ii) Unpaid Leave for carer's leave Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub-clause (i) (c) (2) above, who is ill or who require care due to an unexpected emergency.

(iii) Annual Leave

- (a) An employee may elect with the consent of the employer, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in sub-clause (a) of this sub-clause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

(iv) Time Off in Lieu of Payment for Overtime

- (a) 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 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken as set out in subclause (vi) of clause 9-Overtime.
 - (c) If, having elected to take time as leave in accordance with sub-clause (a) of this sub-clause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said sub-clause (a), the employee shall be paid overtime rates in accordance with the award.
- (v) **Make-up Time**
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours payable at the ordinary rate of pay, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.
- (vi) **Allocated Days Off**
- (a) An employee may elect with the consent of the employer, to take an allocated day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take allocated days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all allocated 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 employee or the employer.
 - (d) This sub-clause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of ADO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

22. Compassionate Leave

- (i) Compassionate leave with pay shall be granted only in extraordinary or emergent circumstances where an employee is forced to be absent from duty because of an urgent pressing necessity, and such leave as is granted should be limited to the time necessary to cover the immediate emergency.

An absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee, rather than the employer, may be covered by the grant of leave without pay, or if the employee so desires, charged against available annual leave credits.

- (ii) Compassionate leave shall be granted on the following principles:

- (a) **Bereavement Leave**

- (1) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed in subparagraph (3) of this paragraph, provided that where the employee is involved in making funeral arrangements, travelling, etc., leave may be allowed for up to

three days. Leave with pay would not ordinarily be granted for the death or attendance at a funeral for relatives not outlined in the said subparagraph (3) unless special circumstances exist, e.g., the employee resided with the deceased.

- (2) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
 - (3) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (c) of subclause (i) of clause 21-Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
 - (4) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
 - (5) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the said clause 21. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (b) Where an illness in the family causes an immediate emergency, sufficient leave should be granted to meet the immediate emergencies and to allow the employee to make any other arrangements considered necessary. Except in very special cases, such leave with pay should be limited to one day and where no one but the employee was available to care for the sick family member.
- (c) Compassionate leave may also be granted in cases of unforeseen emergencies, which clearly prevent attendance for duty, e.g., flood, bush fires etc.
- (iii) Only under the most exceptional circumstances shall compassionate leave be granted for a period exceeding three working days within any one year. This is provided that additional leave may be granted by the employer in exceptional circumstances.

23. Leave without Pay

- (a) By agreement between an employer and a permanent employee, an employee may be granted a period of leave without pay.
- (b) The period of leave without pay will not break the continuity of service but will not count for the purpose of:
 - (i) accruing annual leave, incremental progression, sick leave and public holidays;
 - (ii) accruing long service leave except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;
 - (iii) qualifying period for paid and unpaid paternity leave; and
 - (iv) the calculation of notice and severance pay in accordance with clause 40-Redundancy and clause 41-Termination of Employment.

24. Payment and Particulars of Wages

- (i) Wages shall be paid weekly or fortnightly, provided that, for the purpose of adjustments of wages related to alterations in the basic wage, from time to time effective, the pay period shall be deemed to be weekly.

- (ii) On each pay day the pay shall be made up to a day not more than five days prior to the day of payment.
- (iii) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee except where agreement as to payment by cash or cheque has been reached between the Union and the employer due to the isolation of the place of employment and/or the limited number of employees.
- (iv) Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where the wages are not available to the employee by such time due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.
- (v) Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within three working days.
- (vi) On payday each employee shall be provided with a pay slip, which specifies the following particulars:
 - (a) name and date of payment;
 - (b) the period for which the payment is made;
 - (c) the gross amount of wages, including overtime and other earnings and annual leave payments for casuals;
 - (d) the ordinary pay per hour;
 - (e) the amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee;
 - (f) the amount of other earnings and the purpose for which they are paid;
 - (g) the amount deducted for taxation purposes;
 - (h) the particulars of all other deductions; and
 - (i) the net amount paid.
- (vii) Where an employer has overpaid an employee, the employer shall notify the employee of such overpayment and how such overpayment is made up, in writing, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This subclause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

25. Service Allowance

- (i) All full-time employees appointed prior to 1 June, 1980, shall after 10 years' continuous service with the same organisation, be paid by the said organisation in addition to the rates prescribed in Table 1, Monetary Rates, of Part B of this award, a service allowance in the following manner:

For 20 years of service and over 10%.
- (ii) Payments due under this clause will be made on the usual pay day when other payments under the award are made.
- (iii) Continuous service in the same organisation, prior to the commencement of this award shall be taken into account when computing service for the purposes of this clause.

- (iv) Continuous service shall be deemed not to have been broken by absence from the organisation due to membership of the defence forces of the Commonwealth in time of war or during any period of special leave for members of the Military Reserve Forces.

26. Leading Hands

- (i) A leading hand is an employee who is placed in charge of not less than two (2) other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility.
- (ii) A leading hand shall be paid a weekly allowance of the amount specified by the item number in accordance with the following scale:

	Item Number of Table 2, Other Rates and Allowances
in charge of two to five other employees	Item 14
in charge of six to ten other employees	Item 15
in charge of eleven to fifteen other employees	Item 16
in charge of sixteen to nineteen other employees	Item 17

- (iii) This allowance shall be part of salary for all purposes of this award.
- (iv) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

27. Higher Duties

- (i) An employee when called upon by the employer to undertake duties carrying a higher rate of pay than their ordinary classification, shall be paid the higher rate for the time so spent performing the higher duties.
- (ii) This clause shall not apply when an employee in a higher grade is absent from duty by reason of their allocated day off duty.

28. Uniforms and Protective Clothing

- (i)
- (a) Subject to sub-clause (c) of this sub-clause, sufficient suitable and serviceable uniforms or overalls shall be supplied free of cost, to each employee required to wear them. An employee to whom a new uniform or part of a uniform has been supplied by the organisation, who fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- (b) Upon termination, an employee shall return any uniform or part thereof supplied by the organisation, which is still in use by the employee, immediately prior to leaving.
- (c) In lieu of supplying a uniform to an employee, an employer shall pay the said employee the sum set out in Item 18 of Table 2, Other Rates and Allowances, of Part B, per week;
- (d) In lieu of supplying special-type shoes where required to an employee, an employer shall pay the said employee the sum set out in Item 19 of the said Table 2, per week;
- (e) In lieu of supplying a cardigan or jacket where required to an employee an employer shall pay the said employee the sum per week set out in Item 20 of the said Table 2, per week;
- (f) If the uniform of the employee is not laundered at the expense of the organisation, an allowance of the amount set out in Item 21 of the said Table 2, per week shall be paid to the employee.

- (g) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- (ii) Each employee whose duties require them to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.
- (iii) Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.
- (iv) For employees engaged in homecare services the following shall apply;
 - (a) On request, the employer shall supply free of charge two sets of full body aprons or other attire as agreed by the parties;
 - (b) The attire supplied in paragraph (a) of this subclause, shall be replaced by the employer on the basis of fair wear and tear;
 - (c) The attire supplied in paragraph (a) shall remain the property of the employer at all times and any employee applying for a new issue supplied by the employer who fails to return their last issue shall not be entitled to a new issue without payment thereof;
 - (g) All new employees at time of engagement and all existing employees at the time of the next issue of uniforms may be required to sign an authorisation permitting the employer to deduct the value of uniforms and/or employer property from termination monies if the uniform and/or employer's property is not returned. Employer property is property personally given to an employee and where such property can reasonably be expected to remain in the employee's personal control;
 - (h) Where the client supplies equipment, materials and tools, the employer shall ensure that they are of reasonable quality and comply with safety standards;
 - (i) Where an employee is required to work outdoors the employer shall provide a suitable broad-brimmed hat.

29. Sleepovers

- (i) Employees may, in addition to normal rostered shifts, be required to sleepover. A sleepover means sleeping in at night in order to be on call for emergencies.
- (ii) The following conditions shall apply to each night of sleepover:
 - (a) The span for a sleepover shall be not less than eight hours nor more than ten hours on any one night.
 - (b) Employees shall be provided with free board and lodging for each night on which they are required to sleep over.
 - (c) Employees shall be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.
 - (d) In addition to the provision of free board and lodging for such nights, the employee shall be entitled to a sleepover allowance of the amount set out in Item 22 of Table 2 , Other Rates and Allowances, of Part B of this award, for each night on which they sleepover.
 - (e) No work other than that of an emergency nature shall be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.

- (f) An employee directed to perform work other than that of an emergency nature during any sleepover shall be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in paragraph (d) of this subclause.
 - (g) All time worked during any sleepover shall count as time worked and be paid for in accordance with the following provisions:
 - (1) All time worked by full-time employees during any sleepover shall be paid for at overtime rates.
 - (2) All time worked by permanent part-time employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time employees, or 11 hours where there are no such full-time employees, then the excess hours worked on that day shall be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.
 - (3) All time worked by casual employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.
 - (4) And provided further that where the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of sub-clause (j) of this sub-clause will apply.
 - (h) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.
 - (i) No employee shall be required to sleepover during any part of their rostered days off and/or allocated days off provided for in sub-clauses (iii) and (vi) of clause 7-Hours.
 - (j) An employee (whether a full-time employee, permanent part-time employee or casual employee) who performs so much work during sleepover periods between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times shall, subject to this sub-clause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (k) Casual employees may only be used for sleepovers when full-time employees or permanent part-time employees are not available for that duty and in no case shall casual employees be used exclusively or almost exclusively for sleepovers.
- (iii) Nothing in this clause shall preclude the employer from rostering an employee to work shift work in lieu of undertaking sleepovers.

30. Live-in

Hostel Supervisors and Live-in Homecarers required to live in shall be provided with full board and lodging free of charge. Where, in these circumstances, supervisors are rostered off duty, other appropriate staff shall be available.

31. Grievance and Dispute Resolution Procedures

- (i) The following procedures shall be followed in relation to grievances of individual employees:
 - (a) The employee is required to notify the employer, preferably in writing, as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (ii) The following procedure shall be followed in relation to disputes, etc., between employers and their employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (iii) In the case of employers who employ not more than 20 employees, or where the management structure is such that all employees are subject to the direct supervision and control of the employer, graduated steps for further discussion and resolution at higher levels do not apply.
- (iv) While the above procedure is being followed, work will continue as normal where it is agreed there is an existing practice, but in other cases work will continue on the employer's instructions. No party will be prejudiced as to the final settlement by continuation of work.
- (v) For any of the above procedures, the employer may be represented by an industrial organisation of employers and the employee(s) may be represented by an industrial organisation of employees.
- (vi) The industrial organisation representing employees reserves the right to vary this procedure where it is considered a safety factor is involved.

32. Attendance at Meetings

Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive ordinary pay per hour for the actual time spent in attendance at such meetings.

In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent shall not be viewed as overtime for the purposes of this award.

33. Labour Flexibility and Mixed Functions

- (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training

- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by the employer pursuant to sub-clause (i) and/or (ii) shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees and the employer's duty of care to residents.

34. Promotions and Appointments

Promotion and/or appointment shall be by merit, provided however that no employee with a claim to seniority shall be passed over without having his/her claim considered.

35. Emergency Telephone Calls

An employee required to answer emergency telephone calls outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone calls on production of receipted accounts. Provided that, where an employee is required to answer out of hours telephone calls on a relief basis, he/she shall be paid one-twelfth (1/12th) of his/her yearly telephone rental for each month or part thereof he/she is so employed.

36. Parental Leave

- (i) All employees are entitled to parental leave in accordance with the provisions of the Industrial Relations Act, 1996.

(ii)

- (a) Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:

Permanent employees are eligible for paid parental leave when they have completed at least 40 weeks' of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.

- (b) Employees who are eligible for paid parental leave are entitled to such leave as follows:

(1) Paid Leave

- (A) Paid Maternity Leave - an eligible employee is entitled to nine weeks paid maternity leave at ordinary pay from the date the maternity leave commences.

Maternity leave may commence up to nine weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.

- (B) Paid Paternity or partner Leave - an eligible employee is entitled to one week paid paternity or partner leave in any one year at ordinary pay which must commence within four weeks of the birth of the child. (Eligible employees will be as defined in the Industrial Relations Act 1996.)

- (C) Paid Adoption Leave - an eligible employee is entitled to paid adoption leave of three weeks from and including the date of taking custody of the child.

- (D) Such leave may be paid:

- (i) on a normal fortnightly basis;

- (ii) in advance in a lump sum;
- (iii) at the rate of half pay over a period of 18 weeks on a regular fortnightly basis for maternity leave and at the rate of half pay over a period of six weeks on a regular fortnightly basis for adoption leave.

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

(2) Unpaid Leave

- (A) Unpaid Maternity Leave - An employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child.
- (B) Unpaid Paternity Leave - An employee is entitled to a further period of unpaid paternity leave of not more than three weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.
- (C) Unpaid Adoption Leave - An employee is entitled to unpaid adoption leave as follows:
 - (i) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
 - (ii) where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (c) An employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of maternity leave or adoption leave, unless:
 - (1) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.
- (d) An employee who intends to proceed on maternity or paternity leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
- (e) In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- (f) After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.

- (g) Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- (h) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- (i) Except in the case of employees who have completed ten years' service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- (j) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- (k) Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- (l) If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- (m) Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- (n) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- (o) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
- (p) In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (q) An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- (r) An employee returning from parental leave has the right to resume their former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

- (s) Employees may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
- (1) the period is to be limited to twelve months after which the full-time duties must be resumed;
 - (2) the employee is to make an application for leave without pay to reduce her full-time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
 - (3) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
 - (4) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - (5) Full-time employees who return to work under this arrangement remain full-time employees.
- (t) Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.
- (iii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act 1996 (NSW)) because:
- (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.
- The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (iv) Right to request
- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under Clauses 38(iv)(a)(2) and 38(iv)(a)(3) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under Clause 36(iv)(a)(3) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(v) Communication during parental leave

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

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

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return or other contact details which might affect the employer's capacity to comply with Clause 36(v)(a).

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

37. Repatriation Leave

(i) Employees who are ex-servicemen or ex-service women may be granted special leave in one or more periods up to a maximum of 6½ working days in any period of 12 months without deduction from annual or sick leave credits for the following purposes in connection with an accepted war-caused disability or in connection with an application to the Repatriation Department for a disability to be so accepted:

- (a) to attend a hospital or clinic or visit a medical officer in that regard;
- (b) to attend a hospital, clinic or medical officer or to report for periodical examination or attention;
- (c) to attend limb factories for the supply, renewal and repair of artificial replacements and surgical appliances.

(ii) Employees are to provide the employer with documentary evidence as to the attendance prior to the payment of special leave being granted.

38. Union Representative

An employee appointed Union representative shall, upon notification thereof in writing to the organisation, within 14 days of such appointment, or as soon as practicable thereafter, be recognised as the accredited representative of the Union and shall be allowed the necessary time, during working hours, to interview the employer on matters affecting employees.

39. Apprentices

- (i) Indentured apprentice means an employee who is serving a period of training under an indenture for the purpose of rendering them fit to be a qualified worker in an industry. Apprentices may be indentured to an organisation as cooks or gardeners.
- (ii) Apprenticeship means an apprenticeship established under the Apprenticeship and Traineeship Act 2001.
- (iii) The minimum rates of wages for apprentice cooks shall be the following percentages of the rate applicable to the classification of Care Service Employee Grade 3 as varied from time to time:

First year	60%
Second year	82.5%
Third year	92.5%.

- (iv) The minimum rates of wages for apprentice gardeners shall be the following percentages of the rate applicable for the classification of a Care Service Employee Grade 3 as varied from time to time:

First year	50%
Second year	60%
Third year	80%
Fourth year	90%.

- (v) Apprentices attending college for training shall be entitled to fares to and from home to college.
- (vi) An apprentice who obtains and hands to his/her employer a certificate or statement of having passed his/her first year technical college examination and in respect of whom a satisfactory report as to conduct, punctuality and progress is furnished shall be paid an allowance of the amount in Item 23 of Table 2, Other Rates and Allowances, of Part B of this award, per week in addition to the rates prescribed in the ensuing twelve months, plus an additional allowance of the amount in the said Item 23 per week if he/she passes each subsequent year.
- (vii) The ordinary hours of work for apprentices shall be as prescribed in clause 7, Hours. No apprentice shall be permitted or required to perform work which would prevent the apprentice from attending classes at TAFE.
- (viii) Wages for school based apprentice
- (a) 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.
- (b) For the purposes of subclause (a) 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. The wages paid for training time may be averaged over the school term or year.
- (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- (ix) Progression through Wage Structure
- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (b) 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.

(x) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(xi) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(xi) Disputes and Disciplinary Matters

The provisions of the Apprenticeship and Traineeship Act 2001 shall apply for the resolution of disputes and disciplinary matters.

40. Redundancy

(i) For the purposes of this Clause, "Continuous service" shall be interpreted in the same manner as "service of a worker" is interpreted in the Long Service Leave Act, 1955 as at 22 July, 1996. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this award.

(ii) Introduction of Change

(a) Employer's duty to notify -

- (1) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union.
- (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

(b) Employer's duty to discuss change -

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (a) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (a) of this clause.
- (3) For the purpose of such discussions, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer. Provided that the making of any positions redundant shall not be deemed to be confidential information for the purposes of this award.

(iii) Redundancy

Discussions before terminations -

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to termination of the employee's employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subclause (a) of this clause and, in any case, prior to the beginning of the period of notice required by subclause (iv) of this clause. These discussions shall cover, inter alia, any reasons for the proposed terminations, and measures to avoid or minimise the terminations, and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as practicable and, in any case, prior to the beginning of the period of notice required by the said subclause (iv), provide to the employees concerned and to the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer. Provided that the making of any positions redundant shall not be deemed to be confidential information for the purposes of this award.

(iv) Termination of Employment

- (a) Notice for changes in production, program, organisation or structure -

This paragraph sets out the notice provisions to be applied to terminations or proposed terminations of the employment of an employee by the employer in circumstances where the employer no longer wishes the job which the employee has been doing to be done by anyone, for any reason (other than technological change), and for reasons arising from production, program, organisation or structure in accordance with subparagraph (1) of paragraph (a) of subclause (ii) of this clause. These provisions shall be at least the minimum periods of notice as provided in Clause 41-Termination of Employment.

- (b) Notice for technological change -

This paragraph sets out the notice provisions to be applied to terminations or proposed terminations by the employer for reasons arising from technology in accordance with subparagraph (1).

- (1) An employer shall not terminate the employment of an employee unless the employer has given to the employee at least three months' notice of termination.
 - (2) Payment in lieu of the period of notice specified in subparagraph (1) of this paragraph shall be made if the said period of notice is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the period of notice specified.
 - (3) The period of notice required by this sub-clause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any act amending or replacing either of these Acts.
- (c) Time off during the notice period -

- (1) During the period of notice of termination given by the employer, each affected employee shall be allowed up to one day's time off without loss of pay for each week of notice, up to a maximum of five days off, for the purposes of seeking other employment.
- (2) If an employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, if the employer so requests, the employee shall be required to produce proof of attendance at an interview. If the employee is so required to produce such proof of attendance and fails to do so, the employee shall not be entitled to receive payment for such time.
- (d) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments to which the employee shall be entitled had the employee remained with the employer until the expiry of such notice.
- (e) Statement of employment - The employer shall provide to each employee whose employment has been terminated, a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink - Where a decision has been made to terminate the employment of 15 or more employees, the employer shall notify Centrelink of this, as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink Employment Separation Certificate - The employer shall provide to an employee whose employment has been terminated an Employment Separation Certificate in the form required by Centrelink.
- (h) Transfer to Lower Paid Duties - Where an employee is genuinely transferred to a lower paid classification for reasons set out in paragraph (a) of subclause (ii) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment has been terminated. The employer will however in addition continue to pay the employee their former ordinary pay for a period equivalent to one week for each year of service completed with the employer to a maximum of six weeks.
- (v) Retrenchment Pay

Unless the Industrial Relations Commission of New South Wales subsequently orders otherwise pursuant to sub-clause (vi) of this clause, where the employment of an employee is to be terminated, for reasons set out in subclause (ii) of this clause, the employer shall pay, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

- (a) Where the employee is under 45 years of age, the employer shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay.

- (b) Where the employee is 45 years of age or over, the employer shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

(c) "Week's pay" means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-award payments:

- (1) shift allowances as prescribed in sub-clauses (i) and (ii) of clause 14-Penalty Rates and Shift Allowances;
- (2) weekend penalties as prescribed in sub-clause (iii) of the said clause 14;
- (3) service allowances as prescribed in subclause (i) of clause 25-Service Allowance;
- (4) broken shift allowances as prescribed in clause 6-Hours;
- (5) sleepover allowances as prescribed in clause 29-Sleepovers;
- (6) apprentices' TAFE examination allowances as prescribed in clause 39-Apprentices;
- (7) climatic and isolation allowances as prescribed in clause 13-Climatic and Isolation Allowances;
- (8) leading hand allowances as prescribed in clause 26-Leading Hands;
- (9) Laundry and Dry Cleaning Certificate allowance as prescribed in Table 2, Other Rates and Allowances, of Part B of this Award.

(vi) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission an employer may pay a lesser amount (or no amount) of retrenchment pay than that contained in sub-clause (v) of this clause.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of retrenchment pay in the said subclause (v) will have on the employer.

(vii) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v) Retrenchment Pay, above if the employer obtains acceptable alternative employment for an employee.

41. Termination of Employment

(i) Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by the employer or forfeiture by the employee of wages in lieu of notice. Provided that employment may be terminated by part of the period of notice specified, and part payment or forfeiture, in lieu of the period of notice specified.

(ii) Notice of termination by employer -

(a)

(1)

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(2) A Care Service Employee-Grade 4 who has responsibility for the overall management of a facility and a Care Service Employee-Grade 5 shall be entitled to four week's notice.

(b) Employees aged 45 years or older will be entitled to an additional one week's notice in the following circumstances:

(1) On completion of at least five years continuous service, for Care Service Employees-Grade 4 who have responsibility for the overall management of a facility, and Care Service Employees-Grade 5; and

(2) On completion of at least two years continuous service for all other employees other than casuals.

(c) Casuals are to be given notice to the end of the current shift worked.

(iii) Notice by Employee

(a) Subject to paragraphs (b) and (c) of this subclause, employees shall give the employer one weeks' notice of termination in writing.

(b) A Care Service Employee-Grade 4 who has responsibility for the overall management of a facility and a Care Service Employee-Grade 5 shall give four weeks' notice of termination in writing.

(c) Casuals shall only be required to give notice to the end of the current shift worked.

(iv) The employer may, without notice, summarily dismiss an employee at any time for misconduct or wilful disobedience. Payment is up to the time of dismissal only. Serious misconduct is where it would be unreasonable to require the employer to continue the employment during a notice period.

(v) The employer will give the employee a statement signed by the employer stating the period of employment and when the employment was terminated if the employee requests.

(vi) Abandonment of Employment -

Where an employee is absent from work for a continuous period of two working days without the consent of the employer, and without notification to the employer, the employer shall be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation for her/his absence within two days of the receipt of such a request, the employee will be considered to have abandoned employment.

42. Notice Board

(i) The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.

(ii) The employer shall keep exhibited a copy of this award in accordance with Section 361 of the Industrial Relations Act 1996.

43. Accommodation and Amenities

- (i) The minimum standards as set out in all relevant occupational health and safety legislation shall be met in the provision of amenities to employees.
- (ii) Such amenities must include:
 - (a) change rooms and lockers;
 - (b) meal room;
 - (c) facilities for boiling water, warming and refrigerating food and for washing and storing, dining utensils;
 - (d) rest room;
 - (e) washing and bathing facilities;
 - (f) sanitary conveniences; and
 - (g) Safe and secure workplace.
- (iii) sub-clauses (i) & (ii) above shall not apply to homecare employees.
- (iv) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

44. Inspection of Lockers

Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer of the employer and a union representative where practicable, otherwise by any two officers of the facility appointed by the employer for that purpose.

45. Consultative Arrangements

The parties support the development of consultative arrangements in the aged care industry and to that end recommend that facilities establish consultative teams and that those teams meet regularly. The number of management representatives should not exceed the number of staff representatives. The meetings are a forum to allow the exchange of ideas and information on policies, procedures, etc. Members should encourage the development of skills by attendance at recognised training forums and greater participation of all employees in the consultative process.

46. Training

- (i) Employees will be given on-going training as necessary, relevant to their roles and responsibilities.
- (ii) Each employee shall provide to his/her employer details of their attendance at training and the employer shall keep a record of this attendance.
- (iii) Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of training attended by the employee.
- (iv) Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:
 - (a) Employees shall attend training outside their normal rostered working hours when required to do so by the employer;

- (b) An employer shall provide employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours;
- (c) Notwithstanding clause 10, Overtime, attendance at such training shall be paid ordinary pay for the period of training.
- (d) An employer requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in subclause (c) of this clause that is in excess of the time normally taken for that employee to attend work.
- (e) When receiving travelling time as set out in subclause (d) above in this clause, any employee using their own vehicle for attendance at such training shall be reimbursed as set out in Item 5 of Table 2, Other Rates and Allowances, of Part B of this Award.
- (f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in Clause 6-Hours. Where practicable, similar arrangements should also be made available to all other employees.
- (g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.
- (h) Notwithstanding subclause (ix) of Clause 6-Hours, subclause (ii) of Clause 9-Overtime will not apply where attendance at such training is outside the normal rostered working time of other than full-time employees and where it interrupts the applicable eight or ten hour break between shifts.

47. Leave Reserved

The parties agree to the following:

- (a) continue to review the classification structures within the Award to ensure their on-going currency and relevance to the industry; and
- (b) continue discussions regarding reasonable workloads.

48. Reasonable Hours

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

49. Secure Employment**(a) Objective of this Clause**

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

(b) Casual Conversion

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

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Workplace Injury Management and Workers Compensation Act 1998.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

50. Superannuation**(i) Superannuation legislation**

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

(ii) Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

(iii) Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in subclause (ii)
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under paragraphs (a) or (b) no later than 28 days after the end of the month in which the deduction authorised under paragraphs (a) or (b) was made.

(iv) Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in subclause (ii) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in subclause (ii) and pay the amount authorised under paragraphs (iii) (a) or (b) to the following superannuation funds or its successor:

- (a) Local Government Superannuation Scheme
- (b) a superannuation fund or scheme which the employee is a defined benefit member of.

51. Area, Incidence and Duration**(i) This award rescinds and replaces the following awards:**

- (a) Charitable Sector Aged and Disability Care Services (State) Award published 7 May 2004 (344 IG 331), and all variations thereof;
- (b) Charitable Aged and Disability Care Services (State) Award published 21 June 2002 (334 IG 601), and all variations thereof;
- (c) Charitable Institutions (Professional Paramedic Staff) (State) Award 2006 published 31 August 2001 (327 IG 399) and all variations thereof;

- (d) Private Hospital, Aged Care and Disability Services (Training) (State) Award published 2 June 2000 (315 IG 1404), and all variation thereof;
- (e) Private Health and Charitable Sector Superannuation Employees Superannuation (State) Award published 7 December 2001 (330 IG 89)
- (ii) This award shall apply to all persons employed in home care services and aged care facilities (which may be variously referred to as retirement village, nursing home, hostel, accommodation support service or community residential unit) run by local government and who come within the constitutional rule of the HSU New South Wales.
- (iii) This award shall apply to all persons employed in home care services for the disabled in the private disabilities service industry and aged care facilities, (which may be variously referred to as retirement village, nursing home, hostel, accommodation support service or community residential unit) run by local government and who come within the constitutional rule of the HSU New South Wales.
- (iv) Provided that this award shall not apply to persons substantially engaged in counselling, social welfare advice and referral, assessment of disability, design of disability services programmes, or community development work in connection with services for the disabled or social workers or social educators properly so-called; provided this exclusion does not apply to persons eligible to become members of HSU New South Wales who are employed as residential care workers, and persons primarily engaged in supervising the work performed by disabled persons, or in domestic duties in Sheltered Workshops for the disabled.
- (v) Provided that this shall also not apply to persons who are employed in providing home care services to clients in private residences which are not operated as an adjunct to a retirement village, nursing home, hostel, accommodation support service or community residential unit or where the provisions of the consolidated Miscellaneous Workers Home Care Industry (State) Award, reprinted 27 January 2012 (372 IG 490), as varied, apply.
- (v) This award shall take effect on and from the beginning of the first pay period to commence on or after 25 November 2015 and it shall have a nominal terms of 3 years.

PART B

Table 1 - Monetary Rates

	Current Rate p/week \$
Care Service Employees	
New Entrant Grade 1 Junior	653.70
Grade 1	763.10
Grade 2	811.00
Grade 3	859.60
Grade 4	
- Level 1	904.30
- Level 2	981.40
Grade 5 from	1046.70
to	1546.70

1. Note: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current

employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.

2. Note: Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

	Current Rate p/week \$
Maintenance Supervisors	
Maintenance Supervisor (Otherwise)	898.00
Maintenance Supervisor (Otherwise) - in charge of staff	917.40
Maintenance Supervisor (Tradesperson)	973.60
Catering Officer	
Trainee Catering Officer	
1st year	794.40
2nd year	808.70
3rd year	825.10
Assistant Catering Officer	
80-120 beds	833.20
120-300 beds	887.40
300-500 beds	952.20
500-1000 beds	977.50

	Current Rate p/week \$
Catering Officer	
80-120 beds	926.60
120-200 beds	952.20
200-300 beds	977.60
300-500 beds	1026.40
500-1000 beds	1107.90
Diversional Therapist	
1st year of experience	828.80
2nd year of experience	870.00
3rd year of experience	910.80
4th year of experience	951.50
5th year of experience and thereafter	990.50
Dieticians	
1st year of service	902.30
2nd year of service	942.00
3rd year of service	989.10
4th year of service	1040.00
5th year of service	1087.20
6th year of service	1124.90
7th year of service	1153.20
Therapists and Social Workers (excluding Diversional Therapists)	
1st year of service	878.90
2nd year of service	902.30
3rd year of service	942.00

4th year of service	989.10
5th year of service	1040.00
6th year of service	1087.20
7th year of service	1124.90
8th year of service & thereafter	1153.20
Apprentices	
Apprentice Cook	
1st year	515.90
2nd year	709.20
3rd year	795.20
Apprentice Gardener	
1st year	429.80
2nd year	515.90
3rd year	687.70
4th year	773.70
Homecare Employees	
Homecare Employee	
Grade 1	767.60
Grade 2	805.30
Grade 3	861.00
	Current Rate p/week \$
Live-in Homecarers	
Grade 1	Daily Rate 199.60
Grade 2	Daily Rate 225.50
Grade 3	Daily Rate 261.30
Clerical & Administrative Employees	
Juniors	
At 16 years of age and under	417.50
At 17 years of age	473.10
At 18 years of age	542.50
At 19 years of age	611.30
At 20 years of age	674.00
Adults	
Grade 1	823.60
Grade 2	872.60
Grade 3	923.80
Grade 4	964.70
Grade 5	1008.30

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

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

Table 2 - Allowances

Item No.	Clause No.	Brief Description		Current Rate \$
1	9(xi)(c)	Broken Shift	per shift	9.74
2	9(iii)(a)	Overtime - Breakfast *	per meal	12.88
3	9(iii)(b)	Overtime - Luncheon *	per meal	16.64
4	9(iii)(c)	Overtime - Evening Meal *	per meal	24.29
5	10(iii)(b)	Overtime - recall use of own vehicle *	per klm	0.36
6	10(iii)(c)	On Call Allowance	per day (24 hrs)	15.86
7	14(i)	Climatic & Isolation Allowance	Per/week	6.31
8	14(ii)	Climatic & Isolation Allowance	per week	11.93
9	17(i)(a)	Cleaning/Scraping Work - Confined Space	per hour	0.60
10	17(i)(b)	Cleaning Scraping Work - Boiler/Flue	per hour	0.95
11	17(iii)	Linen Handling - Nauseous Nature	per hour	0.30
12	17(v)	Use of own vehicle	per week	0.68
13	17(ix)	Laundry & Dry Cleaning certificate Allowance	per week	10.50
14	28(ii)	Leading Hand Allowance - in charge 2-5 employees	per week	25.82
15	28(ii)	Leading Hand Allowance - in charge 6-10 employees	per week	36.93
26	28(ii)	Leading Hand Allowance - in charge 11-15 employees	per week	46.64
17	28(ii)	Leading Hand Allowance - in charge 16-19 employees	per week	56.96
18	30(i)(c)	Uniform Allowance *	per week	6.60
19	30(i)(d)	Special Type Shoes Allowance *	per week	2.04
20	30(i)(e)	Cardigan or Jumper Allowance *	per week	1.97
21	30(i)(f)	laundry Allowance - Uniform *	per week	5.46
22	31(ii)(d)	Sleepover Allowance	per shift	46.10
6	3.7(c)	Sole Therapist's Allowance	Per week	39.65
23	41(vi)	Apprentice - TAFE Examination Allowance	per week	2.15
1	3.1(d)	Qualification Allowance	Per week	58.20

Note: Allowances marked * increased by 1.5% CPI

SCHEDULE A - TRAINING WAGES

A.1 Definitions

In this schedule:

"Adult Trainee" is a trainee who would qualify for the highest minimum wage in Wage Level A.

"Approved Training" means the training specified in the training contract

"Australian Qualifications Framework (AQF)" is a national framework for qualifications in post-compulsory education and training

"Out of School" refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

"Relevant Training Authority" means the body which exercises approval powers in relation to traineeships and registers training contracts under the relevant vocational education and training legislation.

"Relevant Vocational Education and Training Legislation" means the Apprenticeship and Traineeship Act 2001;

"Trainee" is an employee undertaking a traineeship under a training contract

"Traineeship" means a system of training which has been approved by the training authority and which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

"Training Contract" means an agreement for a traineeship made between an employer and an employee which is registered with the training authority

"Training Package" means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for the industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the NSW Minister responsible for vocational education and training, and includes any relevant replacement training package

"Year 10" includes any year before Year 10

A.2 Coverage

A.2.1 Subject to clauses A.2.2 to A.2.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix B to this award.

A.2.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix B to this schedule.

A.2.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

A.2.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

A.2.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

A.2.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

A.3 Types of Traineeship

The following types of traineeship are available under this schedule:

A.3.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

A.3.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

A.4 Minimum Wages

A.4.1 Minimum wages for full-time traineeships

(a) Wage Level A

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

	Highest year of schooling completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
School leaver	304.00	335.30	402.40
Plus 1 year out of school	335.30	402.40	468.60
Plus 2 years out of school	402.40	468.60	544.40
Plus 3 years out of school	468.60	544.40	622.30
Plus 4 years out of school	544.40	622.30	622.30
Plus 5 or more years out of school	622.30	622.30	622.30

A.4.2 Minimum wages for part-time traineeships

(a) Wage Level A

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

	Highest Year of Schooling completed		
	Year 10 Per hour \$	Year 11 Per hour \$	Year 12 Per hour \$
School Leaver	10.01	11.04	13.23
Plus 1 year out of school	11.03	13.23	15.38
Plus 2 years	13.23	15.38	17.93
Plus 3 years	15.38	17.93	20.47
Plus 4 years	17.93	20.47	20.47
Plus 5 years or more	20.47	20.47	20.47

(b) School-based traineeships

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

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Wage Level A	10.01	11.04

SCHEDULE B: ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS

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

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

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL (MEDICAL OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 650 of 2015)

Before Commissioner Stanton

28 January 2016

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Public Hospital (Medical Officers) Award published 14 August 2015 (377 I.G. 1901) as varied, be rescinded on and from 28 January 2016.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

STATE TRANSIT AUTHORITY BUS ENGINEERING AND MAINTENANCE ENTERPRISE (STATE) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(No. IRC 1032 of 2015)

Before Commissioner Tabbaa

10 February 2016

VARIATION

- Delete Part B of the award published 28 March 2014, (376 I.G. 103) and insert in lieu thereof the following:

PART B

SCHEDULE A - WAGES AND ALLOWANCES TABLES

Table 1 - Wages

Weekly Rates for Engineering Leading Hand (L/H)

Classification	1 January 2014 2.27%	1 January 2015 2.38%
L/H Step 1	\$1,253.40	\$1,283.20
L/H Step 2	\$1,289.40	\$1,320.10
L/H Step 3	\$1,325.60	\$1,357.20

Weekly Rates for Engineering Repair Tradesperson (ERT)

Classification	1 January 2014 2.27%	1 January 2015 2.38%
ERT Level 4	\$1,185.10	\$1,213.30
ERT Level 3	\$1,126.30	\$1,153.10
ERT Level 2	\$1,071.40	\$1,096.90
ERT Level 1	\$1,019.60	\$1,043.90

Weekly Rates for Storeperson

Classification	1 January 2014 2.27%	1 January 2015 2.38%
Level 2	\$1,005.10	\$1,029.00
Level 1	\$943.10	\$965.60

Weekly Rates for Engineering Repair Assistants (ERA)

Classification	1 January 2014 2.27%	1 January 2015 2.38%
ERA Level 4	\$943.10	\$965.60
ERA Level 3	\$892.00	\$913.20
ERA Level 2	\$866.70	\$887.30
ERA Level 1	\$815.90	\$835.30

Weekly Rates for Apprentices

Classification	1 January 2014 2.27%	1 January 2015 2.38%
4th Year (88%)	\$897.20	\$918.60
3rd Year (75%)	\$764.70	\$782.90
2nd Year (60%)	\$611.80	\$626.40
1st Year (50%)	\$509.80	\$521.90
plus the relevant proportionate Industry Allowance.		

Table 2 - Allowances

Allowances	1 January 2014 2.27%	1 January 2015 2.38%
Wet Work	\$0.60 ph	\$0.62 ph
Confined Spaces	\$0.76 ph	\$0.78 ph
Height Money	\$0.39 ph	\$0.40 ph
Asbestos	\$0.80 ph	\$0.82 ph
Fibreglass	\$0.28 ph	\$0.29 ph
Supervisor Certificate - Electrician	\$40.78 pw	\$41.75 pw
Registration Certificate - Electrician	\$22.12pw	\$22.65 pw
Private Motor Vehicle	Rate prescribed by Premier's and as published in STA policies when an Employee is required to use their own vehicle. Premier's rate as at 1 July 2013 are currently: <u>Engine Capacity Rates</u> 2601 cc and over 75 cents per km 1601 cc to 2600cc 74 cents per km 1600 cc or less 63 <u>Casual Rates</u> Where an Employee uses their own vehicle with the prior consent of the Employer, in lieu of an STA funded resource e.g. public transport, taxi voucher or vehicle, the Employee shall be paid 40% of the official business rate prescribed above.	
Asbestos Eradication	\$2.37ph	\$2.43 ph
First Aid	\$3.09 pd	\$3.17 pd
Industry Allowance (non Apprenticed full time adult employees)	\$46.23 pw	\$47.30 pw
Living Away From Home Allowance/ Meal Allowance for One Day Journeys where refreshments and accommodation are not provided	Allowances prescribed by Premier's and as published in STA policies shall be payable with respect to overnight travel allowance (as at 1 July 2013, rate for Sydney is \$301.85 and Newcastle \$261.85) and meal allowances for one day journeys which as at 1 July 2013 range from \$24.90-47.75.	
The overtime meal allowances is currently \$13.80 for the first meal and \$12.00 for each subsequent meal, and will be adjusted from time to time in accordance with the Crown Employees (Skilled Trades) Award.		

2. This variation shall take effect on and from 1 January 2015.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

STATE TRANSIT AUTHORITY BUS ENGINEERING AND MAINTENANCE ENTERPRISE (STATE) AWARD 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(No. IRC 1033 of 2015)

Before Commissioner Tabbaa

10 February 2016

AWARD

PART A

1. Award Title

This Award is entitled the "State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2016".

2. Arrangement

Clause No.	Subject Matter
------------	----------------

PART A

- | | |
|----|-------------|
| 1. | Award Title |
| 2. | Arrangement |

PART I - APPLICATION AND OPERATION OF AWARD

- | | |
|----|------------------------------|
| 3. | Anti-Discrimination |
| 4. | Area, Incidence and Duration |
| 5. | Introduction |
| 6. | Contestability |

PART II - FLEET OPERATIONS DIVISION - FUNCTIONS, PERFORMANCE AND FLEXIBILITIES

- | | |
|-----|------------------------------|
| 7. | Work Practices |
| 8. | Application Of Skills |
| 9. | Flexibility |
| 10. | Job Time Recording |
| 11. | Job Costing/Time Recording |
| 12. | Performance Indicators |
| 13. | Bench Marking |
| 14. | Special Maintenance Programs |

PART III - MAINTENANCE CLASSIFICATIONS

- | | |
|-----|----------------------------|
| 15. | Fleet Operations Division |
| 16. | Career Path |
| 17. | Career Path Development |
| 18. | Classification Definitions |

PART IV - EMPLOYMENT RELATIONSHIP

19. Employer and Employee Duties
20. Performance of Work
21. Employment Relationship
22. Contracting
23. Apprenticeships, Traineeships and Cadetships
24. Adult Apprentice Wage Rates
25. Apprentices
26. Temporary Staff / Employees
27. Non Trade Related Bus, Yard and Depot Facilities
Functions
28. Abandonment of Employment
29. Termination of Employment
30. Job Security

PART V - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

31. Ordinary Hours of Work
32. Shift Work
33. Overtime
34. Saturday Time
35. Sunday Time
36. Rosters
37. Rostering Arrangements
38. Change of shift
39. Higher Duties
40. Attending Office
41. Meal and Rest Breaks

PART VI - LEAVE AND PUBLIC HOLIDAYS

42. Annual Leave
43. Long Service Leave
44. Personal Leave
45. Parental Leave
46. Maternity Leave
47. Adoption Leave
48. Domestic Violence Leave
49. Jury Service
50. Blood Donors Leave
51. Public Holidays
52. Clearance of Public Holidays and Picnic Days

PART VII - WAGES AND RELATED MATTERS

53. Payment of Wages
54. Wage Increases
55. Salary Sacrifice for Superannuation
56. Wage Rates
57. Supported Wage Systems
58. Allowances

PART VIII - TRAINING

59. Training
60. Training Costs
61. Learning and Development Committee
62. Training for Relief Leading Hands

PART IX - COMMUNICATION / CONSULTATION

- 63. Consultative Mechanism and Procedure
- 64. Communications and Consultation
- 65. Consultative Committee
- 66. Productivity Committee
- 67. Introduction of Change
- 68. Delegates
- 69. Right of Entry of Union Officials

PART X - GENERAL

- 70. Drugs and Alcohol
- 71. Renegotiation
- 72. Dispute Settlement Procedure
- 73. No Extra Claims

PART B

- Schedule A - Wages and Allowances Tables
- Schedule B - Maintenance Structure (See File)

PART I - APPLICATION AND OPERATION OF AWARD

3. Anti-Discrimination

- 3.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 3.2 It follows that in fulfilling their obligations under the Dispute Resolution Procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 3.4 Employers and employees may also be subject to Commonwealth anti-discrimination legislation. Section 56(d) of the Anti-Discrimination Act 1977 provides:
 - 3.4.1 Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.
- 3.5 Nothing in this clause is to be taken to affect:
 - 3.5.1 any conduct or act which is specifically exempted from Anti-Discrimination legislation;
 - 3.5.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 3.5.3 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 3.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

4. Area, Incidence and Duration

- 4.1 This Award comes into force from 1 January 2016 and shall remain in force until 31 December 2018, and rescinds and replaces the State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2014, published 28 March 2014, (376 I.G. 103) as varied.
- 4.2 This Award is binding upon:
- 4.2.1 the Secretary of the Department of Transport as head of the Transport Service (the Employer); and ;
 - 4.2.2 Employees employed as members of the Transport Service in the STA Group who are engaged in any of the classifications or occupations specified in this Award (Employees), and
 - 4.2.3 the Rail, Tram and Bus Union (NSW Branch), and
 - 4.2.4 the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, and
 - 4.2.5 the Electrical Trades Union of New South Wales, and
 - 4.2.6 the Construction, Forestry, Mining and Energy Union (NSW Branch), and
 - 4.2.7 The Australian Workers Union, New South Wales.
- 4.3 "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the STA Group who are not part of the Transport Senior Service.
- 4.4 "State Transit" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was inserted following the commencement of the Government Sector Employment Act 2013 to reflect that the State Transit Authority Division of the Government Service of New South Wales established under Chapter 1A of the Public Sector Employment and Management Act 2002 was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this award, references to "State Transit" refer to the business of the State Transit Authority of New South Wales rather than to the employer).

- 4.5 "Transport Service" means the Transport Service of New South Wales established by the Transport Administration Act 1988.

5. Introduction

- 5.1 The parties acknowledge the following provisions underpin the effective operation of this Enterprise Award:
- 5.1.1 The parties will continue to work toward securing State Transit's long term viability by ensuring State Transit meets its performance requirements under the Metropolitan Bus Systems Contract regime (MBSC) and the Outer Metropolitan Bus Systems Contract regime (OMBSC).
 - 5.1.2 The parties are committed to upholding State Transit's values to be honest, dependable and dedicated.
 - 5.1.3 The need for ongoing and continuous change and reform is acknowledged and the parties are committed to positively and constructively support initiatives designed to improve service efficiency and State Transit's financial position.

- 5.1.4 It is acknowledged that the process of change and reform will impact on organisational structure, position gradings and staff numbers.
- 5.1.5 The parties are committed to the Government's policies on redeployment and redundancy:
- (a) Part time and casual Employees will not be used to disadvantage redeployment opportunities for existing Employees;
 - (b) Preference will be given to retraining and redeployment in lieu of redundancy.
- 5.1.6 The parties acknowledge that changes to timetables, rosters and work arrangement are necessary from time to time to meet operational requirements. When these changes occur it is the Employer's intention to build rosters in accordance with existing Award conditions, as efficiently as practicable, while attempting to minimise any adverse impact on income levels resulting from the implementation of such changes.
- 5.1.7 There is no commitment to predetermined levels of overtime or shift work arrangements and the Employer will determine whether overtime is to be worked on an as needs basis, while shifts are determined by operational requirements.
- 5.1.8 Initiatives identified and used to offset wage increase in prior Industrial Instruments that have not been implemented will not be relied upon to justify and support wage increases in this Award. It is acknowledged that should such initiatives be introduced and the benefit gained from such initiatives exceed expectations when previously proposed, that the superior outcome be taken into account when considering future wage increases.
- 5.1.9 Any wage increase agreed to in this Award will be generated by improvements and efficiencies in the way Employees undertake the work required to be performed.

6. Contestability

The parties acknowledge that, in accordance with New South Wales Government Service Competition Policy, non-core activities may be subjected to contestability against external service providers from time to time.

PART II - FLEET OPERATIONS DIVISION - FUNCTIONS, PERFORMANCE AND FLEXIBILITIES

7. Work Practices

- 7.1 It is acknowledged there have been significant changes by Employees in the areas of multi-skilling and flexible work practices. In order to allow cost-effective maintenance and repairs to the State Transit bus fleet, the parties agree that all Employees will perform their allocated duties in an efficient and timely manner in order to ensure quality standards are met.
- 7.2 The parties agree that no artificial barriers will be created to inhibit Employees carrying out duties in which they are competent. Competence is acknowledged as being suitably qualified, licensed (where applicable) or having received any other recognised training either on-site or off-site.

8. Application of Skills

- 8.1 The parties acknowledge there is a joint commitment to the development of a highly skilled and flexible workforce with a need to provide Employees with greater employment opportunities through appropriate training. In addition there is a need to remove barriers that prevent Employees from fully utilising their acquired skills.

9. Flexibility

- 9.1 From time to time when performing repairs or replacement of units there is a need for assistance. Where a tradesperson is performing work and requires assistance, that assistance can be in the form of another tradesperson from the same trade, or another trade, or a non-trade Employee.
- 9.2 Engineering Repair Assistants who are interested in being trained in Storeperson's work (receive, pick, issue) for the purpose of carrying out relief to that position, will be trained and when required, perform this work.
- 9.3 Employees covered by this Award who are interested in being trained to assist in the stock take of the store, will be trained and undertake the work when required.
- 9.4 Changeovers - Where a tradesperson is not available, changeovers and retrievals may be performed by any Employee who holds the necessary licence for the bus concerned. Where the defect has a safety implication (e.g. Brakes, Steering) a motor mechanic is to be utilised.
- 9.5 Transfer of buses - Any State Transit Employee, who holds the necessary licence for the bus concerned, may be utilised to transfer buses between Depots or from Depot to contractor and return.
- 9.6 Rostering - The parties acknowledge that the ability of State Transit to meet its obligations in providing a safe and efficient bus service is reliant on many different components. An area of particular importance in a garage is the need to have in place rosters that are arranged in such a manner, to ensure that the most economical and appropriate level of coverage is available.
- 9.6.1 Where rosters at a location do not adequately meet this requirement, they will be reviewed and constructed within Award requirements, to achieve the desired level of coverage.
- 9.6.2 State Transit recognises the need for consultation with staff prior to the introduction of changes to rosters. As part of that consultative process there is a need to take into consideration the business needs of State Transit and also not to place unreasonable demands upon Employees.
- 9.6.3 Where the parties cannot agree on appropriate rosters the Dispute Settlement Procedure as contained in Clause 72 is to apply.
- 9.7 Distribution of Work - In the absence of supervisory staff, tradespersons on duty will distribute work amongst staff to ensure bus operational requirements are met.

10. Job Time Recording

An agreed system of job time recording is in place at garages to effectively monitor time involved in the various repair functions. The system is used as an accounting and planning tool and not for the assessment of individual performance. Any alteration or introduction of new technology in relation to job time recording will be undertaken in consultation with Employees and their representatives.

11. Job Costing/Time Recording

- 11.1 The time taken to perform the particular task/s is to be imputed into Ellipse as part of the maintenance process by the Leading Hand or tradesperson.
- 11.2 Roads and Maritime Services or its successor and Transport for New South Wales requirements are to be met when establishing the processes.
- 11.3 Facilities are to be provided at Depots and staff utilised to input the information.

12. Performance Indicators

- 12.1 It is agreed by the parties that the spirit and intent of this Award is to meet the standards and service criteria contained in subclauses 12.2.

12.2 The parties will fully co-operate in this process and commit themselves to make every endeavour to meet standards set for the term of this Award.

12.2.1 Workers Compensation costs and lost time due to injury

The parties commit themselves to achieving a reduction in Workers Compensation costs. The number of claims, their implications and associated days lost due to compensable injuries determines these costs.

Therefore a reduction in costs, days lost and compensation claims are to be achieved through the following:

- (a) Monitoring of injury statistics to identify major causes of injuries and how those injuries can be prevented.
- (b) Early intervention to sponsor an early return to work in accordance with WorkCover Rehabilitation Guidelines.
- (c) Work Health Safety (WHS) training for convenors, chairpersons and members of (WHS) Committees to assist in the identification and correction of hazards at the workplace.

12.2.2 Bus Reliability

Reliability and availability of buses is a critical factor in providing and maintaining the required level of customer service. The current level of changeovers needs to be reduced to avoid dislocation and cancellation of services.

It is proposed that changeovers need to be reduced by giving priority to defects that impact on fleet availability. It is acknowledged some defects are due to component failure and therefore investigation as to the quality of the product and alternate suppliers need to be constantly evaluated.

12.2.3 Bus Peak Requirements

The operating needs of Depots within the Division vary considerably due to customer demand within their area of operation. While the fleet size of each Depot varies, there are definite AM and PM periods during which the highest number of buses are required to meet service needs.

To ensure sufficient mechanically sound, safe and presentable buses are available to meet service requirements at each Depot on a daily basis, the parties are committed to monitor results, through the consultative process, to identify and rectify impediments to achieve the bus peak requirements.

13. Bench Marking

13.1 The bench marking of performance is a common application used by organisations to determine the level of performance within their organisation and how they compare with outside organisations. In doing so it provides the ability to identify total costs and performance and compare those with outside industry. It also provides the opportunity to identify particular functions within the organisation that may be at variance within that organisation or where those functions are performed by outside industry.

13.2 There is a commitment by all parties to improve performance by identifying best practice which represents cost effectiveness and quality in both job time and work practice and adopt them as early as possible, as the standard across every Depot.

14. Special Maintenance Programs

- 14.1 From time to time there is a requirement for specific programs to be put in place to perform modifications to the bus fleet. To effect these repairs there is normally a team approach, with the team working under the guidance of a core tradesperson who would normally perform the work. This arrangement has proven effective in addressing the modification requirements and at the same time providing an opportunity for all staff to be involved and have ownership of the process.
- 14.2 If programs are required to modify the fleet it is proposed that the abovementioned teams approach may be applied in accordance with clause 7. Prior to the commencement of such work full details of the program and work to be performed is to be presented to the Depot Consultative Committee.

PART III - MAINTENANCE CLASSIFICATIONS

15. Fleet Operations Division

- 15.1 The current structure for the Fleet Operations Division is shown in the organisation chart at Schedule B of this Award.
- 15.2 The structure for the Fleet Operations Division will include the position of Leading Hand undertaking supervisory and trades based work.
- 15.3 For the purpose of the payment of annual increment increases for Leading Hands, performance assessments are to be completed by the Service Manager prior to each Employee's anniversary of appointment to his/her current position.
- 15.4 Vacant Leading Hand positions will be recruited from relief Leading Hands. In the event there are no Leading Hand applications, the positions will be filled by advertising the vacancy internally in the first instance, and then externally.
- 15.5 Permanent and Relief Leading Hands will have access to State Transit's Management Development Training.
- 15.6 Relief Leading Hand positions will be advertised within each respective Depot.

16. Career Path

- 16.1 Access to normal career paths for Employees covered by this Award will be in accordance with Schedule B.
- 16.2 Schedule B does not seek to limit Employee's access to other career path opportunities that may be available under State Transit's Merit Selection Policy, Higher Duties Policy, or Study Assistance Policy.
- 16.3 Management is to maintain an inventory of individual qualifications and skills for future career development and utilisation of staff to achieve maximum performance.

17. Career Path Development

- 17.1 In this Award, the career path structure will contain five generic classifications, being:

17.1.1 Engineering Repair Tradesperson Mechanical

17.1.2 Engineering Repair Tradesperson Electrical

17.1.3 Engineering Repair Tradesperson Vehicle Building/Fabrication

17.1.4 Engineering Repair Assistant

17.1.5 Storeperson

- 17.2 Each of the above classifications shall have a number of skill levels attached, which recognises and defines the relevant experience, qualifications and rates of pay.
- 17.3 Trades or streams for tradespersons are as follows:
- 17.3.1 Engineering Repair Tradesperson Mechanical (Mechanic, Fitter)
- 17.3.2 Engineering Repair Tradesperson Electrical (Auto Electrical, Electrical Mechanic, Electrical Fitter)
- 17.3.3 Engineering Repair Tradesperson Bodybuilding/Fabrication (Body Builder, Panel Beater, Trimmer, Painter, Vehicle Painter, Welder, Plumber, Carpenter).
- 17.4 Subject to subclause 17.6 and the competency of the Employee, to provide for genuine and equitable career path opportunities, all Tradespersons and Engineering Repair Assistants covered by this Award consistent with the career path structure will progress from the lowest skill level to the highest skill level in their classification within a reasonable period.
- 17.5 All Employees will be required to perform the duties within their appropriate classification when called upon to do so by the Employer.
- 17.6 The Employer will determine the establishment for each level of Engineering Repair Assistant employed to undertake bus cleaning functions and progression from the lowest skill level to the highest skill level will be subject to vacancy at the respective level as determined by the Employer.

18. Classification Definitions

- 18.1 Engineering Repair Tradesperson Level 1:
- 18.1.1 Craftperson who holds a trade certificate or tradeperson rights certificate in one of the single facet trades within a broad based trade in one of the electrical/electronic mechanical or vehicle building/fabrication engineering streams and is able to exercise skills and knowledge of that trade at the base trade level.
- 18.1.2 Applies quality assurance practices, exercises good interpersonal communication skills, exercises basic keyboard skills as required, exercises discretion within the scope of their trade, performs work under general supervision either individually or in a team environment, utilises lifting equipment incidental to their work, performs non-trade tasks incidental to their work, eg good housekeeping.
- 18.1.3 On the job training provided to enable incidental and peripheral tasks to be performed for completion of the primary task.
- 18.1.4 A craftperson from the electrical/electronic stream shall automatically progress to level 2 on satisfactory completion of the probation period.
- 18.2 Engineering Repair Tradesperson Level 2:
- 18.2.1 Craftperson working within one of the three broad engineering streams, integrating work functions to a practical degree across allied trades within that stream to provide sufficient flexibility to accommodate the completion eg tasks within the stream and/or performing higher level technical tasks within a core trade stream.
- 18.2.2 Levels of integration of skills across allied trades and higher level tasks have yet to be detailed, however, it is proposed that each tradesperson will work within all facets of their trade as a basic requirement.

18.2.3 Has completed skill modules relevant to the position. Responsible for minor testing and quality assurance of own work, assists in the provision of on-the-job training in conjunction with trainers and others, performs and assists in the basic production and materials scheduling and the documentation of records associated, all duties of Level 1 craftsperson within the same engineering stream as required, exercises discretion within the scope of this grade, works under general supervision either individually or in a team environment, provides trade guidance and assistance as part of a work team, undertakes fault finding testing and inspections within their trade team.

18.3 Engineering Repair Tradesperson Level 3

18.3.1 Craftsperson working with levels of integration skills into other streams to allow completion of tasks across a broad stream base and/or perform additional higher level tasks within a core trade.

18.3.2 Level of integration of skills across allied trades and streams and higher level tasks have yet to be detailed, however, it is proposed that each tradesperson will work within all facets of their trade as a basic requirement. Has completed skill modules relevant to the position, assists in the provision of training in conjunction with trainers and others, performs and assists in production and materials scheduling and the documentation of records associated, responsible for testing, diagnoses and fault finding of own work, understands and implements casualty control techniques.

18.3.3 Performs all functions of Level 1 and Level 2 within the same stream required. Provides trade guidance and assistance as part of a work team, works under general supervision either individually or in a team environment, utilises high precision trade skills using various materials and or specialist techniques, where applicable to the industry eg, applies basic computer numerical control and numerical control techniques.

18.3.4 Where applicable, be the holder of appropriate Motor Vehicle Repair Industry Authority Certificate.

18.3.5 Optional supervisory training available, which is not a criteria for progression to Level 4.

18.4 Engineering Repair Tradesperson Level 4

18.4.1 Craftsperson working in other streams to complete the whole task within their skill levels and/or performing tasks of a high technical nature, e.g. condition monitoring, fault finding and diagnosis, performance testing and repair.

18.4.2 Has completed skill modules or other training relevant to and required by the position, assists in the provision of on-the-job training in conjunction with trainers and others, performs and assists in production and materials scheduling and the documentation of records associated, prepare reports of a high standard, provides trade guidance and assistance as part of a work team, responsible for quality assurance functions, typically performs operations on machinery or equipment which utilises complex electrical/electronic circuitry or hydraulic/pneumatic controls and exercises technical skills with associated programming, works under limited supervision either individually or in a team environment, works on complex or intricate interconnected electrical circuits.

18.4.3 Works on instruments, which make up a complex control system, which utilises some combinations of electrical, electronic, mechanical or fluid power principles, applies advanced computer numerical control techniques, works on complex radio/communication equipment.

18.5 Leading Hand

18.5.1 Craftsperson undertaking trades based work at Level 4 and supervisory duties above and beyond an Employee at Level 4. Leading Hands have completed management development or related training and undertakes training of other Employees to the level of his/her skills.

18.5.2 Supervises, develops and co-ordinates the performance of trades, non-trades maintenance Employees and contractors on a daily basis, as required, to ensure timely and efficient completion of tasks. Undertakes administrative tasks and maintains all associated maintenance records to support daily operations. Assists management with all activities in implementing organisational strategies, coordinates workshop resources and activities to support business requirements.

18.5.3 Craftsperson working at Level 4 efficiently performing tasks of an advanced technical nature to meet operational, business and regulatory requirements.

18.6 Engineering Repair Assistant - Level 1 (new Employees)

18.6.1 Relativity - Approximately 80% of tradesperson's Award rate ERT Level 1.

18.6.2 An Employee at this level performs routine duties essentially of a manual nature and to the level of his/her training. An Employee will remain in this classification for a minimum period of six months and a maximum period of eighteen months. During that period of service his/her duties will include:

- (a) General labouring
- (b) Routine cleaning of buses, Depot facilities including amenities
- (c) Exercising minimal judgement
- (d) Working under direct supervision
- (e) Undertaking structured training so as to enable progression to Level 2, subject to subclause 17.6.

18.7 Engineering Repair Assistant - Level 2

18.7.1 Relativity - Approximately 85% of tradesperson's Award rate ERT Level 1.

18.7.2 An Employee at this level will have completed up to three months of structured training so as to enable the Employee to perform work within this level. An Employee at this level performs work above and beyond the skills of an Employee at Level 1 and to the level of his/her training. Duties will include:

- (a) All labouring, cleaning, fuelling and Depot driving either individually or in a team environment;
- (b) Undertaking basic quality control/assurance procedures for his/her work environment;
- (c) Maintaining basic record systems;
- (d) Operating Machinery eg Industrial Sweeper, Bus Wash, Industrial Vacuum, Lifting Appliances, Streamspray, Hand Trolleys, Pallet Trucks;
- (e) Holders of Class C licences may be required to drive vehicles up to 2 tonnes, unloading store trucks;
- (f) Works under direct supervision or individually under general supervision;
- (g) Undertakes training so as to enable progression to Level 3, subject to subclause 17.6.

18.7.3 Trainee Storeperson will perform basic inventory control and record keeping, receiving, dispatching, issuing, distributing, sorting, checking, packing, documenting and recording of stores, materials and components.

18.8 Engineering Repair Assistant - Level 3

18.8.1 Relativity - Approximately 87.5% of tradesperson's Award rate ERT Level 1.

18.8.2 An Employee at this level will have completed a technical college certificate or up to 6 months equivalent of structured training so as to enable the Employee to perform work at this level. An Employee at this level performs work up to, including and beyond the skills of an Employee at Level 2 and to the level of his/her training. Duties will include:

- (a) Labouring, cleaning, fuelling, Depot driving as required;
- (b) Operating machinery and equipment requiring the exercise of skills and knowledge beyond that of an Employee at Level 2;
- (c) Undertaking quality control/assurance procedure for his/her work;
- (d) Exercising discretion within his/her level of skills of training;
- (e) Maintaining record systems;
- (f) Performing oiling and greasing functions;
- (g) Assisting tradespersons as required, exercising some non-trades engineering skills;
- (h) Basic keyboard skills and data entry of records;
- (i) Operating mobile equipment;
- (j) Working under routine supervision either individually or in a team environment;
- (k) Assisting in the provision of on-the-job training for Levels 1 and 2 in conjunction with tradespersons and supervisor trainees;
- (l) Undertakes training so as to enable progression to Level 4, subject to subclause 17.6.

18.9 Engineering Repair Assistant - Level 4

18.9.1 Relativity - Approximately 92.5% of tradesperson's Award rate ERT Level 1.

18.9.2 An Employee at this level will have completed a technical college certificate or up to twelve months equivalent of structured training so as to enable the Employee to perform work at this level. An Employee at this level performs work above and beyond the skills of an Employee at Level 3 and to the level of his/her training. Duties will include:

- (a) Performing tasks using basic written, spoken or diagrammatic instruction in conjunction with supervisors/trainees;
- (b) Coordinating work in a team environment or works individually under minimal supervision;
- (c) Being responsible for assuring the quality of his/her own work and performs basic quality checks on the work of others, supervising cleaning operations;
- (d) Using tools and equipment within the scope (basic non-trades) of maintenance of vehicles;
- (e) Stripping/rebuilding tyres to rims, carrying out minor repairs to tyres, changing wheels and all work associated therewith;

- (f) Maintaining record systems and compile reports;
- (g) Performing all lubrication and fuelling functions;
- (h) Operating machinery and equipment including lifting equipment, fork lift and cranes.

18.10 Storepersons - Jointly developed Employer and Employee competencies for Storeperson Level 1 and 2 will be utilised to assess and develop Storepersons covered under this Award.

18.11 Storeperson Level 1

18.11.1 Relativity - Approximately 92.5% of Tradespersons Award rate ERT Level 1.

18.11.2 An Employee at this level will have completed a technical college certificate or up to twelve months structured training so as to enable the Employee to perform work at this level. An Employee at this level performs all of the work of ERA Level 4 and to the level of his/her training and stores duties as follows:

- (a) Licensed operation of all materials handling equipment;
- (b) Using tools and equipment within the scope of the stores operations;
- (c) Intermediate computer and keyboard skills;
- (d) Driving vehicles of up to 10 tonnes capacity;
- (e) Locating, receiving, checking, issuing and despatching and delivery of stores;
- (f) Arranging routine transport as required;
- (g) Maintaining inventory systems, stock levels, undertaking stock checking, stock taking, and cycle counting functions as required;
- (h) Responding to stores customer needs as required;
- (i) Maintaining record systems and files;
- (j) Using a range of office equipment;
- (k) Planning and organising personal work activities;
- (l) Following organisational stores procedures;
- (m) Applying organisational WHS, environment, dangerous goods and regulatory procedures;
- (n) Training stores personnel within skill levels.

18.12 Storeperson - Level 2

18.12.1 Relativity- Approximately 98.6% of tradesperson's Award rate ERT Level 1.

18.12.2 An Employee at this level will have completed a relevant technical college certificate, or possess experience at Storepersons Level 1 having received twelve months structured training so as to enable the Employee to perform work at this level. An Employee at this level performs all of the work of Storeperson Level 1 and to the level of his/her training and the stores duties as follows:

- (a) Drafting correspondence;
- (b) Producing reports, using and analysing information;

- (c) Planning and organising team or personal work activities;
- (d) Maintaining warehouse/stores workflow;
- (e) Planning, organising and locating stock in warehouse/store sub sections as required;
- (f) Identifying and rectifying problems and deficiencies with storage and supply;
- (g) Implementing routine solutions and monitoring effectiveness;
- (h) Recommending and applying specific product and inventory knowledge to respond to stores and customer needs;
- (i) Arranging unusual or non-routine transport as required;
- (j) Applying and promoting quality and continuous improvement;
- (k) Identifying development needs of, and training stores personnel, assisting with evaluation and records.

PART IV - EMPLOYMENT RELATIONSHIP

19. Employer and Employee Duties

- 19.1 With the exception of Casual Employees, all Employees covered by this Award shall be deemed to be employed by the week.
- 19.2 The Employer may direct an Employee to carry out such duties where practical, as are within the limits of the Employee's skills, competence and training consistent with the classification levels.

20. Performance of Work

All Employees shall carry out the duties as directed by their supervisor/manager, provided the duties to be performed are within their skill, competence and training.

21. Employment Relationship

- 21.1 Subject to the terms contained in this clause an Employee covered under this award can be engaged on a full time, part time, casual (subject to clause 27) or temporary basis (subject to clause 26).
- 21.2 All Employees covered under this award can be employed on a part time basis on request, in accordance with Part 5 of the Industrial Relations Act 1996 (NSW), subject to the agreement of the Employer.
- 21.3 Part time employment may be offered to Engineering Repair Assistants employed to undertake bus cleaning functions.
- 21.4 Nothing in this Award prevents a party to this award from making an application in accordance with section 21(1)(f) of the Industrial Relations Act 1996 (NSW) for part time Employees in other areas covered by this Award.
- 21.5 Employees engaged on a part time basis will work, on average, less ordinary hours per week than Employees engaged on a full-time basis (i.e. less than 38 ordinary hours per week), and receive on a pro rata basis the equivalent pay and conditions of full time Employees of the same classification.
- 21.6 Part time Employees will only be entitled to overtime rates for hours worked where a full time Employee would ordinarily receive overtime rates had they worked those hours (eg more than 38 hours per week).

22. Contracting

- 22.1 Maintenance work may be contracted out to meet peak demands, special projects and the need for specialised skills unavailable in house.
- 22.2 Wherever practicable the Employer will use existing Employees to carry out work within their capabilities to achieve the requirements of genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.
- 22.3 Prior to work being contracted out, management will consult with the relevant union delegates on the scope of work, reason and circumstances for the decision.
- 22.4 Every effort will be made to minimise the use of contractors by adopting a skill transfer strategy to ensure that specialised skills held by contractors are transferred to Employees where appropriate.

23. Apprenticeships, Traineeships and Cadetships

- 23.1 The Employer is committed to the apprenticeship program. The number of apprentices is based on business needs and natural attrition rates or qualified trade Employees.
- 23.2 During the life of the Award, the Employer is prepared to review the yearly intake of apprentices.
- 23.3 The engagement of apprentices and trainees is governed by the applicable NSW legislation.
- 23.4 Apprentices and trainees undertake training in compliance with the Australian Quality Training Framework (or equivalent) as amended from time to time.
- 23.5 Where the Employer proposes to employ apprentices or trainees in a new classification, State Transit will consult with the relevant Union/s on the proposal.
- 23.6 The Employer may employ trainees using the Australian Apprenticeship Incentive Program (Aaip) or equivalent, where applicable. Aaip allows existing Employees to be considered as trainees for the purpose of acquiring recognised industry qualifications. This does not alter the classification or entitlements of existing Employees.
- 23.7 The minimum weekly wage for an apprentice will be derived by applying the relevant yearly percentage (%) shown below, to the rate of pay of a Engineering Repair Tradesperson Level 1, as shown in Schedule A. This pay rate will be exclusive of any relevant allowances payable, eg Industry Allowance and Tool Allowance.

YEAR	PERCENTAGE
First Year	50%
Second Year	60%
Third Year	75%
Fourth Year	88%

24. Adult Apprentice Wage Rates

- 24.1 Where an Employee is engaged under this Award as an Engineering Repair Assistant or Storeperson prior to becoming an adult apprentice, they shall receive which ever is the greater between the rate of pay for the position previously held and that for an apprentice.
- 24.2 Subject to the exclusion of adult apprentices nominated under this Award, all other adult apprentices shall be paid which ever is the greater of an Engineering Repair Assistant Level 2 as provided for under this Award, or the rate of an Apprentice.
- 24.3 An adult apprentice is an apprentice engaged by State Transit after turning 21 years of age.

25. Apprentices

- 25.1 Apprentices shall be employed in one or more of the following trades: Electrical Fitter, Electrical Mechanic, Motor Mechanic, Auto Electrician, Body Builder, Panel Beater, Vehicle Painter and any other calling to meet the Employer's trade requirements.
- 25.2 The probationary period of an apprentice shall be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State legislation but shall not exceed three months.
- 25.3 All apprentices shall attend the appropriate technical courses.
- 25.4 The terms of this Award will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority. Subject to appropriate State legislation, the Employer shall not employ an unapprenticed junior for a trade or occupation provided for in this clause.
- 25.5 Apprentices attending technical colleges or schools or registered training organisations or TAFE and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.
- 25.6 Except as provided in this clause or where otherwise stated all conditions of employment specified in the Award shall apply to apprentices. Notice of termination and redundancy provisions shall not apply to apprentices. The ordinary hours of employment of apprentices shall not in each enterprise exceed those of the relevant tradesperson.
- 25.7 The wage rates of apprentices as specified in subclause 23.7 may be varied with the approval of relevant parties to the Award according to the apprentice affected, and the relevant apprenticeship authority to allow for progression between wage levels based on the gaining of agreed competencies and/or modules instead of the year of the apprenticeships. For example, the appropriate proportion of the minimum training requirement associated with the year of the apprenticeship could only be used to identify progression from one percentage rate to the next.
- 25.8 No apprentices under the age of 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in an emergency, work or be required to work, overtime, or shift work, at times, which would prevent their attendance in training consistent with the contract of the training agreement.
- 25.9 No apprentice shall work under a system of payment by results.
- 25.10 Lost time apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to Annual Leave or Long Service Leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours shall be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

26. Temporary Staff / Employees

- 26.1 It is agreed that temporary staff can be employed within the Bus Engineering Division.

Temporary staff will be recruited for special project work of a fixed duration that is over and above normal work requirements of full time Employees, or where there is a shortage of staff due to sickness, Extended Leave etc. that will entail or involve greater than four weeks work. The employment of temporary staff will not impinge upon permanent Employees but will serve as a management tool to reduce excess hours of work and to meet work requirements. The following conditions are to apply to the employment of temporary staff:

- 26.2 Subject to subclause 26.1.2 herein Employees and Employee representatives are to be consulted 30 days prior where special projects are involved, seven days when staff shortage occurs due to long term unforeseen circumstances, before employing temporary staff.
- 26.1.2 All avenues of using existing State Transit Employees are to be explored.
- 26.1.3 Temporary Employees are to be directly employed by State Transit.
- 26.1.4 Temporary Employees will be entitled to the same wages and conditions of full time Employees, except for study assistance and appeal rights with Sick Leave available only when accrued.
- 26.1.5 Temporary Employees will receive the same pass entitlements of full time Employees.
- 26.1.6 Temporary Employees will be employed for no less than one month and where required for greater than 12 months to be permanent staff.
- 26.1.7 Services may be terminated at any time by either party, providing one week's notice is given.
- 26.1.8 Temporary staff will not be utilised to cover current Annual Leave clearance.

27. Non Trade Related Bus, Yard and Depot Facilities Functions

- 27.1 All Duties and functions not related to the repair and mechanical maintenance of buses, and the duties and functions related to the cleanliness and general appearance of depot yards will be undertaken by non-trade employees covered by this award. This will include, but not be confined to, the cleaning of buses, yards and depot facilities.
- 27.2 Existing employees of STA who currently undertake such duties and are classified as Engineering Repair Assistants remain covered by the terms and conditions of this award on and from the date of operation of this award.
- 27.3 Employees employed after the commencement of this award to undertake such duties described above shall be covered exclusively by the terms and conditions of this award.
- 27.4 Existing employees of STA who currently undertake such duties and are not classified as Engineering Repair Assistants shall have the option of transferring to the terms and conditions of this award.
- 27.5 Under this clause a 'Casual Employee' shall mean an Employee who is engaged and paid as such.
- 27.6 Casual Employees shall be paid at an hourly rate equal to the appropriate hourly rate prescribed for a full-time Employee for such work with the addition of a 20% casual loading. In the event a casual Employee becomes a full time or part time Employee, the casual loading will not be payable.
- 27.7 A Casual Employee when working on a holiday or any time for which a weekly Employee is paid above the weekly Employee's ordinary rate or pay, must be paid the appropriate rate paid to the weekly Employee of the same class working at such time with the addition of 20%.
- 27.8 The casual loading is in recognition of the casual nature of the employment and compensates the Employee for all leave, and all incidence of employment, except overtime, unless prescribed otherwise eg. Legislative provisions that may provide Long Service Leave for Casual Employees.
- 27.9 Unless prescribed otherwise, casuals are not entitled to any paid leave.
- 27.10 A Casual Employee required to attend for duty and who does attend for duty, shall be entitled to a minimum payment of three hours' work at the appropriate rate.
- 27.11 State Transit shall not require an existing permanent Employee to become a casual Employee.

- 27.12 State Transit shall take all reasonable steps to provide Employees with secure employment by maximising the number of permanent positions in the workforce. A casual Employee may be employed to meet intermittent, short term, irregular work requirement or where a legitimate need for casual Employees arises.
- 27.13 A casual's employment commences at the beginning of a particular shift and ceases at the end of that shift.
- 27.14 Only the relevant provisions of this Award will apply to casual Employees, that is the provisions that would ordinarily apply to casual Employees. The following clauses of this Award specifically do not apply to casual Employees:
- 27.14.1 Clause 16 - Career Path, and Clause 17- Career Path Development
 - 27.14.2 Clause 28 - Abandonment of Employment
 - 27.14.3 Subclause 29.2 - Notice of Termination
 - 27.14.4 Clause 30 - Job Security
 - 27.14.5 Clauses contained in Part VI - Leave and Public Holidays of this Award with the exception of subclauses 51.7 and 51.8 which will continue to apply to casual Employees required to work on a public holiday, and clause 45 - Parental Leave (which only applies to Regular casual Employees).
 - 27.14.6 Clause 55 - Salary Sacrifice for Superannuation.
 - 27.14.7 Clause 59 - Training, Clause 60 - Training Costs, and Clause 62 Training for Relief Leading Hands
- 27.15 Notwithstanding the intentions of sub-clause 27.3 a party to this Award is at liberty to make an application in accordance with section 21(1) (g) of the Industrial Relations Act 1996 (NSW) for casual Employees in all areas covered by this Award.

28. Abandonment of Employment

- 28.1 Where an Employee, within a period of 21 days from their last day of scheduled attendance for work, fails to establish, to the satisfaction of the Employer, that their absence is for a reasonable cause, the Employee will be deemed to have abandoned their employment.
- 28.2 Prior to employment being deemed to be abandoned, the following procedure will be applied by the Employer:
- 28.2.1 the Employer will forward a letter (the First Letter) by registered mail or courier to the last known address of the Employee requesting the Employee contact the Employer within seven (7) days of the date of service of the First Letter, and provide a satisfactory explanation for their absence.
 - 28.2.2 where an Employee contacts the Employer and claims their absence is due to illness or injury, the Employer will allow a period of seven (7) days from the date of service of the First Letter for the Employee to supply a medical certificate/s supporting the whole of the absence.
 - 28.2.3 Where the Employee fails to acknowledge the First Letter or no satisfactory explanation or supporting medical certificate supporting the whole of the absence is provided by the Employee to the Employer, a second letter (the Second Letter) will be sent to the Employee advising the Employee to contact the Employer within seven (7) days of service of the Second Letter.

28.2.4 The Second Letter shall include advice to the Employee that their employment will be deemed to have been abandoned if they continue to fail to attend for work or fail to provide a satisfactory explanation or medical certificate supporting the whole of the absence.

28.3 For the purpose of this clause service of the First Letter and/or Second Letter will be effected by means of either personal service or by leaving the letter at the last address nominated by the Employee to the Employer as their home address.

29. Termination of Employment

29.1 State Transit shall, upon receipt of a request from an Employee whose employment has terminated, provide to an Employee a written statement specifying the period of his or her employment and the classification of or type of work performed by the Employee. This will be provided where practical on the last day of work or as agreed with the Employee.

29.2 Notice of Termination

29.2.1 In order to terminate the employment of an Employee the Employer must give to the Employee the following notice:

Period of service	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

29.2.2 In addition to the notice in 29.2.1, Employees over 45 years of age at the time of giving of the notice with not less than two years service, are entitled to an additional weeks notice.

29.2.3 Payment in lieu of the notice prescribed in 29.2.1 and 29.2.2 must be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

29.2.4 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had their employment not been terminated, must be used.

29.2.5 The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the cases of apprentices or casual Employees.

29.3 Upon termination of employment wages due to an Employee shall be paid on the day of such termination or forwarded by post on the next working day.

29.4 Where an Employer has given notice to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

30. Job Security

30.1 State Transit is unable to provide an unequivocal assurance that at some time in the future, circumstances will not change and that State Transit will not seek changes to bus maintenance functions that could have an impact on staffing levels. Excess staff will be managed in accordance with State Government and State Transit policies for the management of excess staff.

30.2 The object of this Award is to support our planned growth of business by increasing efficiency and productivity through a cooperative approach between management and Employees.

PART V - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

31. Ordinary Hours of Work

- 31.1 Where not already applicable, the ordinary hours of work will be 152 hours over a four week work cycle.
- 31.2 The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week subject to subclause 31.4.
- 31.3 The ordinary hours of work prescribed herein for day workers shall be between 6.00am and 6.00pm, provided the spread of hours may be altered by mutual agreement between the Employer and the majority of Employees in the section or sections concerned. Provided further that work prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.
- 31.4 The ordinary hours prescribed herein shall not exceed twelve hours in any day, provided that in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the Employer and the majority of Employees in the section or sections concerned, and relevant unions.
- 31.5 Ordinary hours of labour may be worked to provide for one hundred and fifty two (152) hours work in four weekly cycles to enable Employees to have additional time-off duty by accruing additional working time on other working days. Such hours are to be arranged within shift limits specified in 31.3.
- 31.6 Employees off duty on paid Sick Leave, approved leave, Annual Leave, Jury Service, Bereavement Leave or on public holidays shall not have their entitlement to a rostered day off affected.
- 31.7 Subject to Employer approval, an Employee may alter the day due to be a rostered day off.
- 31.8 Employees directed to attend duty but not required or who have been directed to attend and subsequently told that they are not required on that day shall be paid a half of a days pay unless notice that they will not be required has been given at their residence two hours before the time at which they were to commence duty, or prior to leaving their residence to attend duty where the normal travel time between residence and place of work is greater than two hours.

32. Shift Work

- 32.1 Definitions for the purpose of this clause:
- 32.1.1 Afternoon shift means any shift finishing after 6.00pm and at or before midnight.
- 32.1.2 Night shift means any shift finishing subsequent to midnight and at or before 8.00am.
- 32.1.3 Regular afternoon or night shift means an afternoon or night shift, which by established custom, constitutes a normal feature of the work for any group or class of Employees and which is normally in operation for at least five nights each week; where such shifts are not a normal feature of the work for any group or class of Employees and should they be introduced they shall be regarded as regular afternoon or night shifts after they have been in operation for more than four consecutive weeks.
- 32.1.4 A shift worker is an Employee who works regularly (day by day) to a roster which provides for work being performed during hours which result in a shift work allowance entitlement, or an Employee who works regularly to a roster which provides for work being performed on seven days of the week.
- 32.2 Employees working on afternoon or night shift shall be paid as follows:

- 32.2.1 Regular afternoon or night shifts - those required to take their turn on regular afternoon or night shifts shall be paid 15 per cent more than the ordinary rate for each such shifts worked.
- 32.2.2 Other than regular afternoon or night shifts - when other than regular afternoon or night shifts are worked Employees called upon to work such shifts shall be paid for the first five nights then shifts after the first five nights up to a period of four weeks from the commencement of such shifts shall be paid at the rate of 20 per cent more than the ordinary rate for each of such shifts worked; if the shifts continue for more than four weeks then Employees working on such shifts shall be paid at the rate of 15 per cent more than the ordinary rate of each of such shifts worked.
- 32.2.3 Provided that an Employee who is required to work night shifts only shall be paid at the rate of 30 per cent more than the ordinary rate for each such shift worked for all time worked during hours on such shifts.

33. Overtime

- 33.1 All time worked outside the ordinary hours work of a full time Employee on any given day or week shall be at time and a half for the first three hours and double time thereafter, except Sundays which shall be paid at double time.
- 33.1.1 All time worked on a Sunday shall be paid in accordance with clause 35 of this Award. Overtime performed on a Sunday stands alone and is not included in the calculation of weekly overtime.
- 33.2 For the purpose of this clause, ordinary hours shall mean the hours worked and fixed in accordance with Clause 31 - Ordinary Hours of Work, and Clause 32 - Shiftwork of this Award.
- 33.3 The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by 38, even in cases when an Employee works more than 38 ordinary hours in a week.
- 33.4 The Employer may require any Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirements.
- 33.4.1 Subject to subclauses 33.7 and 33.9, there will be no minimum hours of overtime to be worked with overtime to be determined by the Employer.
- 33.5 Rest period after overtime
- 33.5.1 When overtime is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between the work of successive days.
- 33.5.2 No Employee shall be required to commence a new shift at ordinary rates within ten hours of the conclusion of his/her previous shift except for the purpose of change of regular shift. If the Employee is required to commence a new shift within ten hours of conclusion of the previous shift and it is not for the purpose of regular change of shift, the Employee shall be paid for such shift at overtime rates. This subclause does not apply where shifts are changed to meet the Employee's convenience. For the purpose only of this subclause overtime worked on any day shall be disregarded.
- 33.5.3 If on the instruction of the Employer such an Employee resumes or continues work without having had such ten consecutive hours off duty the Employee shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until having had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.
- 33.6 The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if eight hours was substituted for ten hours when overtime is worked:
- 33.6.1 For the purpose of changing shift rosters;

33.6.2 Where a shift worker does not report for duty;

33.6.3 Where the shift is to be arranged between the Employees themselves.

33.7 Call back

33.7.1 An Employee required after the usual working hours to attend the Employer's establishment to work (whether notified before or after leaving the premise) shall receive a minimum payment equivalent to three hours work at the appropriate overtime rate for each time recalled. Provided, that except in the case of unforeseen circumstances the Employee shall not be required to work the full three hours if the job recalled to perform is completed within a short period of time. This subclause shall not apply in cases where it is customary for an Employee to return to the Employer's premise to perform a specific task outside the ordinary working hours, or completion or commencement of ordinary working time.

33.7.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause 33.5 of this clause when the actual time worked is less than three hours on such recall or on each of such recalls.

33.8 Crib time

33.8.1 Where more than one and a half hours overtime is required to be worked immediately after ordinary working hours, or after what would be the ordinary working hours if the Employee was working on a day ordinarily off duty, and the exigencies of the service permit, an Employee before starting to work such overtime shall be allowed a paid crib break of twenty minutes.

33.8.2 An Employee who works four hours overtime after having had the crib break provided in subclause 33.8.1 shall be allowed a further crib break of twenty minutes without deduction of pay if required to continue working.

33.8.3 An Employee recalled for duty after ceasing work on one shift and before commencing work on the next shall be allowed a crib of twenty minutes without deduction of pay after having worked four hours overtime and required to continue at work. If required to work more than four hours additional overtime at the conclusion of such crib, the Employee shall be allowed a further crib of twenty minutes without deduction in pay.

33.9 Short notice pre start

33.9.1 An Employee who has been contacted since the conclusion of their last shift and prior to attending their next shift for the purpose of working overtime prior to, and in association with the commencement of their normal shift, shall be required to work a minimum of two hours overtime at the appropriate overtime rates. This provision does not impact on the 'call back' provisions as provided for in subclause 33.7.

33.10 All overtime shall be worked to comply with relevant Heavy Vehicle Fatigue Management Regulation/s and or Fatigue Management Guidelines.

34. Saturday Time

34.1 Ordinary hours worked on a Saturday shall be paid at the rate of time and a half.

35. Sunday Time

35.1 Time worked on a Sunday shall be paid at the rate of double time.

35.2 Notwithstanding anything elsewhere provided in this Award, the Employer shall not be required to pay more than double time in respect of any work performed between midnight on Saturday and midnight on Sunday.

36. Rosters

- 36.1 Rosters shall be built to meet the operational needs of the business with the emphasis on routine servicing and maintenance activities being performed at times outside of operational peak bus requirements.
- 36.2 It is acknowledged by the parties that changes in operational peak bus requirements/service provisions may impact on both maintenance staff numbers and maintenance workshop locations as required. Rosters are to be arranged in such a manner, to ensure that the most economical and appropriate level of coverage is made available.
- 36.3 Operational and business requirements that may require alterations to existing rostering arrangements include:
- 36.3.1. Staff classification type and numbers in a location;
 - 36.3.2. Actual work location including redeployment to another work location;
 - 36.3.3. Shift start and finishing times;
 - 36.3.4. Rostered day off patterns;
 - 36.3.5. Mutually agreed flexible rostering initiatives; for example 9 day fortnight.
- 36.4 Consultation regarding change is to take place as per clause 37, clause 64 and subclause 9.6 of this Award.
- 36.5 Rosters shall be constructed and maintained to ensure that all hours worked shall comply with relevant Heavy Vehicle Fatigue Management Regulation/s.

37. Rostering Arrangements

- 37.1 Consultation is to take place with staff as to proposed changes to a master roster.
- 37.2 Where the master roster is to be changed, the Employees affected are to be notified of the change as soon as practicable, with the minimum notification to be 28 days. The following procedures are to apply during those 28 days:
- 37.2.1 In week 1, rosters are displayed and Employees are to raise with local management any issues of concern.
 - 37.2.2 In week 2, roster is modified on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters.
 - 37.2.3 In week 3, rosters are reposted and to commence in two weeks.
 - 37.2.4 In week 5, rosters commence.
- 37.3 In the construction of rosters the critical element is to ensure sufficient staff is available to meet operational requirements and to maintain the standards as set by the relevant Regulator.
- 37.4 Without diminishing the responsibilities and requirements as nominated in clause 38, consideration is to be given to travel arrangements of Employees when constructing rosters.

38. Change of Shift

In the event of a change of shift being necessary and there is a relief line, the relief will cover the shift, provided they are given at least 48 hours notice of the change. Where there is no relief line, another Employee

within the classification will cover the shift on the basis of agreed arrangements at the local level. Where there are no agreed arrangements in place and no volunteers, the last person employed at the location, on the shift not required (i.e. if a day shift is not required then the last employed at the location working day shift) is to receive at least 48 hours notice of the change.

39. Higher Duties

- 39.1 An Employee may be required to act in a higher grade, where such higher grade is a classification in the normal line of progression.
- 39.2 An Employee temporarily acting in the higher grade shall be paid whilst so employed, the rate applicable if the Employee were appointed to that grade.
- 39.3 The relevant rate and conditions applying to the higher grade position shall be the rate and conditions that apply to the Employee while they are acting in the higher grade position.
- 39.4 Where an Employee is required to act in a higher grade for two hours or more on any day or shift the Employee shall be paid the rate for the higher grade for the full day or shift.
- 39.5 An Employee required to act in a higher grade position shall not receive less payment than the Employee would have received had the Employee remained in his/her classified position and performed the ordinary hours associated with that position.

40. Attending Office

- 40.1 Where the Employer requires an Employee to:
- 40.1.1 attend the Employer's premise or elsewhere to answer complaints, furnish reports, and supply statements and/or affidavits; or
- 40.1.2 attend any court or coronial inquiry,
- the Employee shall be paid for all time spent at ordinary rates and shall be reimbursed any excess travelling time and expenses for rail and/or bus services.

41. Meal and Rest Breaks

- 41.1 An Employee shall not be required to work for more than five hours without a break for a meal.
- 41.2 Except where any alternative arrangement is entered into as a result of in-plant discussions, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is allowed.
- 41.3 In cases of Employees being required to work through the meal break a paid crib break of twenty minutes will be allowed.
- 41.4 If a rest break is granted, it shall be at the Employer's time.

PART VI - LEAVE AND PUBLIC HOLIDAYS

42. Annual Leave

- 42.1 Employees shall be entitled to Annual Leave as prescribed by the Annual Holidays Act 1944 (NSW).
- 42.2 Annual Leave Loading
- 42.2.1 An Employee who has been a shiftworker for greater than six months in the previous twelve months prior to commencing Annual Leave shall be paid a loading at the rate of 20 per cent of the appropriate weekly wage.

42.2.2 Any other Employee when proceeding on Annual Leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage.

43. Long Service Leave

Employees shall be entitled to Long Service Leave as prescribed in relevant legislation.

44. Personal Leave

44.1 Personal Leave consists of the following three types of leave:

44.1.1 Sick Leave;

44.1.2 Carer's Leave; and

44.1.3 Compassionate/Bereavement Leave

44.2 All Employees, other than casual Employees, will be entitled to Personal Leave in accordance with this clause.

44.3 For the purpose of this clause the entitlement to use sick leave in accordance with this clause for Carer's leave is subject to:

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

44.3.2 A spouse of the staff member; or

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

44.3.4 A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or

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

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

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

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

44.3.9 Year means the period of twelve months from 1 January to 31 December inclusive.

44.3.10 Accumulated paid Sick Leave means paid Sick Leave which accrued to an Employee's credit in any previous calendar year which has not been cleared by the Employee as paid Sick Leave.

44.3.11 Current paid Sick Leave means paid Sick Leave that has accrued to an Employee's credit in the current year which has not been cleared by the Employee as paid Sick Leave.

44.4 Sick Leave

44.4.1 If an Employee is receiving workers compensation payments, they are not entitled to Sick Leave.

44.4.2 Subject to Subclause 45.5, Employees covered by this Award are entitled to 15 days (or equivalent) paid Sick Leave per year, provided;

- (a) Paid Sick Leave will be credited on a pro rata basis in the first year of service, and
- (b) Sick Leave not used in any year shall accumulate.

44.4.3 If an Employee is terminated by their Employer and is re-engaged on a permanent basis by the same Employer within a period of six months then the Employee's unclaimed balance of Sick Leave shall continue from the date of re-engagement.

44.5 Managing Sick Leave Related Absences

44.5.1 The parties have agreed to implement a range of strategies to reduce average Sick Leave levels for Employees covered under this Award and have committed to achieving a target level of an average of 9 days per year, per Employee.

44.5.2 The strategies to be implemented will include, but are not limited to, the following:

- (a) Employees are entitled to a maximum number of 5 non certified Sick Leave days allowed per year, however an Employee who has already had two paid Sick Leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid Sick Leave in that year of a duration of one day only, without production to the Employer of a certificate from a qualified medical practitioner certifying the Employee was unable to attend for duty on account of personal illness or injury.
- (b) Payment of Sick Leave is provisional on an Employee:
 - (i) Reporting the absence appropriately (that is as soon as reasonably practicable and prior to or at the commencement of a shift) as well as providing required information); and
 - (ii) An agreed minimum level of information being supplied including the nature of the illness or injury and the estimated duration of the absence (where an Employee is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for Sick Leave dealt with confidentially by an alternative manager, a Health Services Officer, or a member of the Human Resources Division).
- (c) Backdated medical certificates will only be accepted at the sole discretion of the Employer, and as defined by STA policies, based on the individual circumstances including the Employee's absence history.
- (d) The Employer will have sole discretion to accept other forms of evidence to satisfy that an Employee had a genuine illness based on the individual circumstances including the Employee's absence history.
- (e) Employees with an unacceptable attendance pattern may be placed on an absence management program, which may include withdrawal of any entitlement to non certificated Sick Leave.
- (f) A requirement that any Employee on long term Sick Leave may be required by the Employer to participate in a return to work program.

44.5.3 For the purpose of this clause, Unacceptable Attendance Pattern means any pattern of absence, which the Employee's manager, on reasonable grounds, believes warrants the Employee being placed on an Absence Management Program, and includes:

- (a) Failure to comply with any aspect of State Transit's Sick Leave Policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause.
- (b) Failure to produce a medical certificate or other satisfactory evidence to support an absence where the Employee was under an obligation to do so.

44.5.4 The following are provided as examples of attendance patterns which would require review by management and which may, provided there are reasonable grounds, result in an Employee being placed on an Absence Management Program:

- (a) A pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
- (b) High number of one to two day unplanned absences, particularly for different reasons;
- (c) A pattern of unplanned Sick Leave immediately following or preceding RDO's, ADO's, Public holidays or Annual Leave;
- (d) Unplanned absences on a day which an Employee sought a day off, but which was not approved;
- (e) Unplanned absences on special events; or
- (f) Five or more absences (particularly single day absences) in a four month period.

44.5.5 An Employee with an unacceptable attendance pattern may be placed on an Absence Management Program. In administering Absence Management Programs, there is absolutely no intention by State Transit to place undue pressure on any Employee in genuine need of Sick Leave.

44.5.6 Absence Management Program Step 1 - Preliminary Discussion

- (a) The Employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.
- (b) If, following discussion and any necessary further investigation, the Employee's manager remains unsatisfied with the attendance pattern, the Employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an absence management program. However, in exceptional circumstances, an Employee may be placed on an Absence Management Program at this point.

44.5.7 Absence Management Program Step 2 - Placement on a Program

Should an Employee's attendance pattern remain unsatisfactory, the Employee will again be interviewed by their manager. If, following the further interview, the Employee's manager remains unsatisfied with the attendance pattern, the Employee will be placed on an Absence Management Program which will include the following:

- (a) All unplanned absence due to personal illness or injury will need to be medically supported while the Employee remains on an absence management program;
- (b) Regular review meetings between the manager and Employee as required;
- (c) Any unplanned absence will require approval and until the Employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to disciplinary action;

- (d) Medical examination by a State Transit Doctor as required, including when reporting unplanned absences due to personal illness or injury;
- (e) Written confirmation of placement on the Absence Management Program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

44.5.8 Absence Management Program Step 3 - Disciplinary Action

Where an Employee's attendance pattern remains unacceptable following:

implementation of steps 1 and 2, formal disciplinary action may be commenced against the Employee. However, disciplinary action may be commenced at any time prior to Step 3, in the event of unauthorised absences or failure to comply with any direction issued under the Absence Management Program.

44.5.9 Continuous Review

- (a) An Employee placed on an Absence Management Program will be subject to continuous review, and may be removed from the Absence Management Program, at any time, following demonstrated improvement in their attendance pattern.
- (b) Employees will be advised in writing of the decision to remove them from the Absence Management Program. However, should the Employee again come under notice for an unacceptable attendance pattern, the Employee may be placed back on an Absence Management Program

44.5.10 The parties agree that in order to give full effect to the provisions of this clause that:

- (a) the Employer's Sick Leave Policy and procedures may be varied during the life of this Award, including any variations which are necessary to give effect to the provisions of this clause;
- (b) Employees covered by this Award are under strict obligations to effectively manage their absence in order to achieve the targeted reduction in Sick Leave, and
- (c) the Unions party to this Award will work co-operatively with the Employer to ensure the implementation and success of the Absence Management Procedures outlined in this clause and achievement of the targeted reductions in average Sick Leave levels.

44.6 Carer's Leave

44.6.1 Subject to an Employee having sufficient paid Sick Leave available, Employees are entitled to use up to a maximum of ten days from their Sick Leave entitlement to use as Carer's Leave.

44.6.2 The entitlement to use up to a maximum of ten days per year as Carer's Leave does not accumulate from year to year.

44.6.3 An Employee may elect, with the consent of the Employer, to take unpaid leave as Carer's Leave.

44.6.4 Paid and unpaid Carer's Leave may be taken for part of a single day.

44.6.5 An Employee's entitlement to use paid or unpaid Carer's Leave is subject to:

- (a) the Employee having responsibilities in relation to either members of their immediate family or household who need their care and support when they are ill; and
- (b) the Employee being responsible for the care of the person concerned.

44.6.6 The Employee must establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another, provided that:

- (a) the Employer may require an Employee to provide a medical certificate to support the application for Carer's Leave where:
 - (i) the period of Carer's Leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or
 - (ii) the Employee has exhausted all paid Carer's Leave; or
 - (iii) the Employee, within the current Year, has already cleared 5 days paid Carer's Leave, which were not supported by the production of a medical certificate; or
- (b) the Employee has been placed on an Attendance Monitoring Program and directed to supply medical certificates to support all future applications for Sick Leave and Carer's Leave.

44.6.7 In normal circumstances, an Employee must not take Carer's Leave under this clause where another person has taken leave to care for the same person.

44.6.8 The Employee must, where reasonably practicable, give the Employer notice prior to the absence of their intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

44.7 Compassionate/Bereavement Leave

44.7.1 An Employee is entitled to up to two days paid leave on each occasion a member of the Employee's immediate family or household dies.

44.7.2 Proof of death must be provided to the satisfaction of the Employer.

45. Parental Leave

45.1 Parental Leave includes Maternity, Adoption Leave and 'Other Parent' Leave. Subject to the terms of this clause, Employees other than casuals are entitled to Maternity, Paternity and Adoption Leave and to request to work part time in connection with the birth or adoption of a child. An Employee, including a casual employee who has had at least twelve months continuous service, is entitled to Parental Leave in accordance with this clause and with the Employer's Parental Leave Policy. Continuous service for a casual means work on an unbroken, systematic and regular basis.

45.2 For the purposes of this subclause 'child' means a child of the Employee under the age of one except for adoption of a child where 'child' means a person under the age of five years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who had previously continuously lived with the Employee for a period of six months or more.

45.3 After an Employee has completed 40 weeks continuous service, and who has provided satisfactory evidence of being the primary carer for the child, they are entitled up to a combined total of 52 weeks unpaid Parental Leave on a shared basis in relation to the birth or adoption of their child. For females, Maternity Leave may be taken, and for males, 'Other Parent' Leave may be taken. Adoption Leave may be taken in the case of adoption.

45.4 Parental Leave is to be available to only one parent at a time, except that both parents may simultaneously access Parental Leave in the following circumstances:

For maternity and other Parent Leave, an unbroken period of one week at the time of the birth of the child;

For Adoption Leave, an unbroken period of up to three weeks at the time of the placement of the child.

45.5 An Employee who is not eligible for Maternity Leave or Adoption Leave, may, in special circumstances, be granted 'Other Parent' leave to care for their child.

45.6 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.

45.7 Parental Leave is unpaid leave (unless provision for payment is made) and can consist of solely Parental Leave, or a combination of Parental, Annual and/or Long Service Leave if the Employee has accrued such leave.

45.8 An Employee taking Parental Leave must take any accumulated leave entitlements in excess of 40 days as part of Parental Leave.

45.9 An Employee must not unreasonably withhold notice of the intention to apply for Parental Leave.

45.10 Returning to work after a period of Parental Leave

45.10.1 An Employee is entitled to return from Parental Leave to the position substantially held immediately prior to going on Parental Leave if that position still exists. If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

45.10.2 An Employee may be granted further leave beyond 52 weeks from the date of birth. Any Employee taking further leave will be required to clear accumulated leave prior to commencing extended Parental Leave.

45.10.3 An Employee will notify of their intention to return to work after a period of Parental Leave at least four weeks prior to the expiration of the leave.

45.11 Notice of Parental Leave

45.11.1 An Employee will provide the Employer at least ten weeks prior to each proposed period of Parental Leave with:

- (a) For maternity and Other Parent Leave, a certificate from a registered medical practitioner which states they (or their spouse) is pregnant and the expected date of birth, and
- (b) Written notification of the dates on which they propose to start and finish the period of Parental Leave, and
- (c) A statutory declaration stating:
 - (i) the period of leave sought is so that they can be the primary caregiver to the child, and
 - (ii) detail any particulars of any period of Parental Leave sought or taken by their spouse, and
 - (iii) that for the period of Parental Leave, the Employee will not engage in any conduct inconsistent with their contract of employment.

45.11.2 An Employee will not be in breach of this clause if failure to give the required notice period is because of the birth occurring earlier than the presumed date.

45.12 Replacement Employees

- 45.12.1 A replacement Employee is an Employee specifically engaged, part time or full time, or temporarily promoted or transferred, as a result of an Employee proceeding on Parental Leave.
- 45.12.2 Before an Employer engages a replacement Employee the Employer will inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

45.13 Variation of Parental Leave

- 45.13.1 Unless agreed otherwise between the Employer and Employee, an Employee may apply to their Employer to change the period of Parental Leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.
- 45.13.2 Subject to subclause 47.5 and unless agreed otherwise between the Employee and Employer, an Employee may commence Parental Leave at any time within nine weeks immediately prior to the expected date of the birth and not more than 52 weeks after the date of the birth (or in the case of Adoption Leave upon the date of placement).

46. Maternity Leave

- 46.1 Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, an Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 46.2 Where the pregnancy of an Employee terminates after 28 weeks and the Employee has not commenced Maternity Leave, the Employee may take unpaid special Maternity Leave of such period as a registered medical practitioner certifies as necessary, except that where an Employee is suffering from an illness not related to the direct consequences of the birth an Employee may be entitled to paid Sick Leave in lieu of, or in addition to, special Maternity Leave.
- 46.3 Where Parental Leave is granted, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- 46.4 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of Maternity Leave.
- 46.5 If a transfer to a safe job is not practicable, the Employee may elect, or the Employer may require the Employee, to commence Parental Leave.
- 46.6 An Employee who has been granted Maternity Leave in accordance with this clause may apply to return from a period of full time Parental Leave on a part time basis or on a job share arrangement. Applications must be made in writing as soon as practicable, preferably before commencing Parental Leave, or at least four weeks before the proposed return date.
- 46.7 The Employer shall consider any request for a full time Employee to return to work from their period of Maternity Leave on a part time or job share arrangement having regard to the Employee's circumstances and the effect on the workplace and/or the Employer's business.
- 46.8 Paid Maternity Leave

- 46.8.1 A female Employee entitled to Parental Leave (ie completed at least 40 weeks continuous service) is entitled to paid Maternity Leave in accordance with this subclause.
- 46.8.2 An Employee is entitled to a maximum of 9 weeks paid Maternity Leave at their base rate. The paid leave can be taken in a lump sum at the commencement of Maternity Leave, or as half pay on a fortnightly basis while on Maternity Leave, or in any combination of these options.
- 46.9 Separate from paid Maternity Leave, an Employee may be paid accrued Annual and/or Long Service Leave as part of the Maternity Leave period. The accrued leave can be taken:
- For accrued Annual Leave, in a lump sum payment at the commencement of Maternity Leave or as full pay while on Maternity Leave, or
- For accrued Long Service Leave, in a lump sum payment at the commencement of Maternity Leave or as full pay while on Maternity Leave or as half pay while on Maternity Leave.
- Once all entitlements to pay have been exhausted, the balance of Maternity Leave will be unpaid.

47. Adoption Leave

- 47.1 Employees including a casual employee who has had at least twelve months continuous service are entitled to paid adoption leave in accordance with this clause and with the Employer's Adoption Policy. Continuous service for a casual means work on an unbroken, systematic and regular basis.
- 47.2 An Employee who has been granted Adoption Leave in accordance with this clause may apply to return from a period of full time Parental Leave on a part time basis or on a job share arrangement. Applications must be made in writing as soon as practicable, preferably before commencing Parental Leave, or at least four weeks before the proposed return date.
- 47.3 The Employer shall consider any request for a full time Employee to return to work from their period of Adoption Leave on a part time or job share arrangement having regard to the Employee's circumstances and the effect on the workplace and/or the Employer's business.
- 47.4 An Employer may require an Employee to provide confirmation from the appropriate government authority of the placement of the child for adoption.
- 47.5 Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- 47.6 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such a failure results from a requirement of an adoption agency to accept earlier or later placements of a child, the death of a spouse, or other compelling circumstances.

48. Domestic Violence Leave

Employees shall be entitled to Domestic Violence Leave in accordance with the Employer's Domestic Violence Leave policy, as amended from time to time.

49. Jury Service

- 49.1 A permanent Employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages he or she would have received in respect of total ordinary time they would have worked had they not been on jury service.
- 49.2 An Employee shall notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the Employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

50. Blood Donors Leave

Employees are to receive paid leave pursuant to the Employer's Blood and Marrow Donation Policy. In arranging the leave, consideration is to be given to the fact that having given a donation of blood, Employees are not to drive a heavy vehicle for a period of at least eight hours or as recommended by the appropriate Authority.

51. Public Holidays

- 51.1 A permanent Employee under this Award is entitled to the following public holidays, without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day or Eight Hours Day, Christmas Day, Bank Holiday, and Boxing Day. Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.
- 51.2 Employees are only entitled to public holidays on days in which they would ordinarily be required to work, but for the public holiday occurring.
- 51.3 Where reasonably practicable an Employee shall be granted a day's leave, without deduction of pay, each calendar year to attend an approved picnic day. Such Employee if required to work on this day shall be granted a day's leave, without deduction of pay, in lieu thereof.
- 51.4 Substitution of certain public holidays, which fall on a weekend:
- Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day;
- Where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day;
- Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.
- 51.5 By agreement between the Employer and the majority of Employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days. An Employer and an individual may also agree to the Employee taking another day as the public holiday in lieu of the day, which is being observed as the public holiday in the enterprise or relevant section of the enterprise.
- 51.6 In addition to the days described in subclause 51.1, any special days appointed by gazettal as a public holiday throughout the State or a locality shall be deemed to be a public holiday throughout the State or relevant locality for the purposes of this Award.
- 51.7 Payment for time worked on a public holiday -
- 51.7.1 Continuous shift workers required to work on a public holiday shall be paid at the rate of double time and a half for hours worked throughout ordinary hours. Continuous shift workers required to work overtime on a public holiday shall be paid at double time for the overtime performed on the public holiday. Continuous shift workers required to work on a public holiday shall be paid for a minimum of three hours work.
- 51.7.2 Day workers required to work on a public holiday shall be paid for a minimum period of three hours work at the rate of double time and a half. The double time and a half is to be paid until the Employee is relieved from duty.
- 51.8 Where an Employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the Employer, he or she will not be entitled to payment for the holiday.

51.9 Except as provided for in this subclause or subclause 51.10, where a full time Employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday the Employee is entitled to either:

7 hours and 36 minutes pay at ordinary rates; or

7 hours and 36 minutes added to his or her Annual Leave; or

A substitute day off on an alternative week day.

This shall apply to rostered days off which fall on a Saturday or a Sunday where the Saturday or Sunday is part of the normal working roster, and actually worked by the rostered employee, for at least 4 shifts during the preceding 12 months.

51.10 Where an Employee has credited time accumulated, then such credited time should not be taken as a day off on a public holiday.

51.11 If an Employee is rostered to take credited time as a day off on a week day and such week day is prescribed as a public holiday after the Employee was given notice of the day off, then the Employer shall allow the Employee to take the time off on an alternative day.

51.12 Subclauses 51.10 and 51.11 above shall not apply in relation to days off which are specified in an Employee's regular roster or pattern of ordinary hours. Subclause 51.9 shall apply in such circumstances.

52. Clearance of Public Holidays and Picnic Days

Where an Employee is required to work on a proclaimed public holiday or picnic day, the Employee will have the option to be paid the monetary value for the day, foregoing accumulation for future clearance, or to accumulate the public holiday or picnic day for clearance with their accumulated leave for that year. If the public holiday or picnic day is not cleared it will be paid out with the final pay on or after 31 December of the year following accumulation.

PART VII - WAGES AND RELATED MATTERS

53. Payment of Wages

53.1 An Employee whose ordinary hours of work are arranged so that they work an average of 38 ordinary hours each week during a particular work cycle shall be paid fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week or work cycle.

53.2 All monies payable pursuant to this Award shall be paid by cheque or electronic transfer of funds into an account/s nominated by the Employee with a bank or other financial institution recognised by the Employer.

53.3 Hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

54. Wage Increase

54.1 The following wage increases will apply to Employees covered by this Award:

2.5% increase will apply from 1 January 2016;

2.5% increase will apply from 1 January 2017; and

2.5% increase will apply from 1 January 2018.

- 54.2 The wage increases contained in this Award are in substitution for any State Wage Case decisions. Any arbitrated safety net adjustments may be offset against any equivalent amount in rates of pay received by Employees.

55. Salary Sacrifice for Superannuation

- 55.1 Notwithstanding the wages prescribed in this Award, an Employee other than a temporary or casual Employee may elect, subject to the agreement of the Employer, to sacrifice a portion of the base wage payable under this Award to additional Employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause 'superannuable salary' means the Employee's wages as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- 55.2 Where an Employee has elected to sacrifice a portion of that payable wage to additional Employer superannuation contributions:

55.2.1 Subject to Australian taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and

55.2.2 Any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an Employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an Employee's wage, shall be calculated by reference to the wage which would have applied to the Employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.

- 55.3 The Employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:

55.3.1 Paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional Employer contributions; or

55.3.2 Subject to the Employer's agreement, paid into a private sector complying superannuation scheme as an Employer superannuation contributions.

- 55.4 Where an Employee elects to salary sacrifice, in accordance with subclause 55.1 or 55.3, the Employer will pay the sacrificed amount into the relevant superannuation fund.

- 55.5 Where the Employee is a member of a superannuation scheme established under:

the Superannuation Act 1916;

the State Authorities Superannuation Act 1978;

the State Authorities Non-contributory Superannuation Act 1987; or

the First State Superannuation Act 1992,

the Employer must ensure that the amount of any additional Employer superannuation contributions specified in subclause 55.1 is included in the Employee's superannuable salary, which is notified to the NSW public sector superannuation trustee corporations.

- 55.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an Employee has entered into an agreement with the Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 55.5, the Employer will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the Employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

56. Wage Rates

The rates of pay for the different classifications relevant to this Award, are set out in Schedule A of this Award.

57. Supported Wage Systems

57.1 Workers eligible for a supported wage.

57.1.1 This clause defines the conditions, which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this clause, the following definitions will apply:

- (a) Support wage system means the Commonwealth Government (or State equivalent) system to promote employment for people who cannot work at full Award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Processes" as amended from time to time.
- (b) Accredited Assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (c) Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- (d) Assessment Instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

57.2 Eligibility Criteria

57.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

57.2.2 This clause does not apply to any existing Employee who has a claim against the Employer, which is subject to the provisions of workers' compensation legislation, or any provision of this Award relating to the rehabilitation of Employees who are injured in the course of their current employment.

57.2.3 The Award does not apply to Employers in respect of their facility program undertaking service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under Part II of the said Act, or if a part only has received recognition, that part.

57.3 Supported Wage Rates

57.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work, which the person is performing according to the following schedule:

Assessed Capacity	Percentage of Prescribed Rate of Pay
10%	10%
20%	20%

30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

57.3.2 Provided that the minimum amount payable shall not be less than \$50.00 per week.

57.3.3 Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

57.3.4 For the purpose of establishing the percentage of the Award rate to be paid to an Employee under this Award, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) the Employer and a union party to the Award, in consultation with the Employee or if desired by any of these, or
- (b) the Employer and an accredited assessor from a panel agreed by the parties to the Award and the Employee.

57.4 Lodgement of assessment instrument

57.4.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award rate to be paid to the Employee, shall be lodged by the Employer with the Registry of the Industrial Relations Commission.

57.4.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award and not a party to the assessment, it shall be referred by the Registry to the union by certified mail and shall take effect unless an objection is notified to the Registry within ten working days.

57.4.3 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

57.4.4 When an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this Award on a pro rata basis.

57.5 An Employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes at the enterprise to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

57.6 Trial Period

57.6.1 In order for an adequate assessment of the Employee's capacity to be made, the Employer may employ a person under the provisions of this clause for a trial period not exceeding three calendar months, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

57.6.2 During the trial the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

57.6.3 The minimum amount payable to the Employee during the trial period shall be no less than \$50.00 per week.

57.6.4 Work trials should include induction or training as appropriate to the job being trialled.

57.6.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 57.3.4.

58. Allowances

- 58.1 Employees shall be entitled to allowances as prescribed for in this Clause at the rates outlined in Table 2, Schedule A.
- 58.2 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Table 2, Schedule A. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 58.3 Electrician's Registration Allowance - An electrician who is the holder of a New South Wales Electrician's licence shall be paid the allowance rate specified in Table 2, Schedule A.
- 58.4 Electrician's Supervisor Registration Allowance - An electrician who is the holder of a New South Wales Electrician's Supervisor's licence shall be paid the allowance rate specified in Table 2, Schedule A.
- 58.5 Asbestos Allowance - An Employee required to work with materials containing asbestos or to work in close proximity to it shall be paid the allowance specified in Table 2, Schedule A.
- 58.6 Asbestos Eradication - This subclause shall apply to Employees engaged in the process of asbestos eradication in the performance of work within the scope of this Award. Asbestos eradication is defined as work on or about a building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos. Employees engaged in asbestos eradication shall receive the allowance rate as specified in Table 2, Schedule A. An Employee receiving an Asbestos Eradication Allowance will not be eligible for an Asbestos Allowance in addition to the Asbestos Eradication Allowance.
- 58.7 Height Money - Employees except riggers when working at a height of 17 metres or more shall be paid the allowance specified in Table 2, Schedule A.
- 58.8 Employees working overtime shall be entitled to a meal allowance, subject to the terms prescribed in this subclause, as prescribed in Table 2, Schedule A. The allowance shall be adjusted in accordance with the New South Wales Crown Employees (Skilled Trades) Award.
- 58.8.1 An Employee is entitled to the meal allowance on each occasion an Employee is entitled to a rest break in accordance with subclause 33.8 Crib time, except in the following circumstances:
- (a) if the Employee is a day worker and was notified no later than the previous day that they would be required to work such overtime.
 - (b) if the Employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime.
 - (c) if the Employee lives in the same locality as the work location and could reasonably return home for meals.
- 58.8.2 If an Employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid the prescribed meal allowance for the meal or meals which he or she has provided but which are surplus.

- 58.9 Fibreglass Allowance - An Employee required to grind, drill, file or saw processed fibreglass shall be paid the allowance specified in Table 2, Schedule A. All Body Builders will receive the allowance for time worked.
- 58.10 First Aid Allowance - An Employee, who has been trained to render first aid and who is the current holder of an appropriate first aid qualifications such as a certificate from the St John's Ambulance or similar body shall be paid a weekly allowance as set out in Table 2, Schedule A if they are appointed by the Employer to perform first aid duty.
- 58.11 Private Motor Vehicle Allowance - An Employee required to use their own motor vehicle for the Employer's business, or who by agreement with the employer uses their own motor vehicle, shall be paid an allowance for kilometres travelled as specified in Table 2, Schedule A.
- 58.12 Industry Allowance - An Industry Allowance, as set out in Table 2, Schedule A shall be payable to an Employee complying with the Dispute Settlement Procedure as set out per this Award. In the event that such dispute procedure is not complied with, the Industry Allowance may not be payable.
- 58.13 Wet Work - An Employee required to work in any place where their clothing or boots become saturated with water shall be paid an allowance specified in Table 2, Schedule A, provided that this allowance shall not be payable to an Employee who is provided by the Employer with suitable protective clothing and/or footwear and provided further that any Employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as they are required to work in wet clothing or boots. This clause shall not apply to Employees whose ordinary work is in association with water.
- 58.14 Travelling and working away from usual place of work
- 58.14.1 Any Employee who is required to travel in order to undertake duty at another place more than 4.8 kilometres from their home Depot and further from their home than their home Depot shall be credited with full time at single rate for the difference between the time at which it would be necessary for them to leave their place of residence for the temporary location and the time they would leave for their home Depot to work a shift commencing at the same time and also for the difference between the time at which they can at the earliest arrive at their place of residence on the conclusion of their shift and the time they would arrive there as if they has worked a similar shift at their home Depot.
- 58.14.2 Any Employee who is required to travel in order to undertake duty at another place within 4.8 kilometres of their home Depot shall not be credited with any time for the time occupied in travelling unless they are obliged to report first at their home Depot at which case they shall be credited with full time at the appropriate rate for the time occupied in travelling from their home Depot to the place of duty.
- 58.14.3 All time occupied by an Employee travelling on duty (other than as provided for in 58.14.1 and 58.14.2 hereof) shall be paid for up to a maximum of 12 hours out of every 24. The said 24 hours shall count from time travel first commenced on a particular day.
- 58.14.4 Any Employee who is temporarily transferred from their home Depot to another place of employment because of strike conditions or slackness or traffic shall not be credited with any travelling time.
- 58.14.5 An Employee who acts in a higher grade for more than two hours of any shift and incurs travelling time to work that shift shall be paid for such travelling time at the same rate as is paid to him for the time worked.
- 58.14.6 For the purpose of this clause home Depot shall mean the Depot at which an Employee is attached or place at which the Employee is ordinarily required to commence and finish work.
- 58.15 Living away from home

- 58.15.1 An Employee engaged in work which does not permit return to their home station daily shall, unless temporarily transferred, be reimbursed expenses at the rates prescribed in Table 2, Schedule A.
- 58.15.2 An Employee who reasonably incurs expenses in excess of the amounts prescribed shall be granted, upon application, such additional amount as the Employer approves.
- 58.15.3 Where an Employee is transferred temporarily, other than at own request or by way of punishment, from home station to a place which does not permit the Employee to live at their regular address, shall be paid an allowance prescribed in Table 2, Schedule A whilst remaining in temporary transfer.
- 58.15.4 In cases of journeys where an Employee returns home or to the home station on the same day, shall be paid a meal allowance (ie Breakfast, lunch or dinner allowance) prescribed in Table 2, Schedule A for meals during such journeys, provided that no payments shall be made except where an Employee proceeds to a place more than 32 kilometres distant from the home station in Sydney, or 11 kilometres from the home station in Newcastle, or as part of regular duty at the usual place of work. The mileage herein mentioned shall be occupied by the ordinary means of travel.

PART VIII - TRAINING

59. Training

- 59.1 The parties acknowledge that successful implementation of this Award relies upon relevant Employee training. State Transit for its part is committed to the provision of training necessary to enable its Employees to be able to take maximum advantage of existing career paths and for them to be able to learn new skills to take on additional activities and responsibilities.
- 59.2 Training associated with the current classification or progression to the next classification level within the career path is to be performed during ordinary hours, with the swapping of shifts to apply where shift work is involved. Where the approved training is not available during ordinary hours, and Employees attend off duty training outside their ordinary hours, Employees are to receive the equivalent time off in lieu, at a time, which will not affect service requirements.
- 59.3 Where Employees are interested in gaining qualifications not directly related to their classification and those qualifications will be beneficial to both the Employee and State Transit, the associated training is to be in accordance with State Transit's Policy on Study Assistance.
- 59.4 A list is to be kept of each classification together with the necessary training and qualifications required to be considered for the position. Classifications are to include those not covered by this Award but form part of the immediate career path for Employees covered by this Award.
- 59.5 A number of courses may include sections that lend themselves to distance learning techniques. Courses determined suitable for distance learning may be undertaken from time to time.
- 59.6 An out of hour's payment at single rates of pay will be paid upon successful completion of distance learning courses. The number of hours required for each course will be determined before any course commences.
- 59.7 The parties are committed within the training process to the implementation of competencies as designated by the Department of Education, Science and Training (or relevant department).
- 59.8 The Employer shall not unreasonably withhold paid Training Leave. This shall not prevent the Employer and Employee(s) agreeing to paid leave for other relevant training.

60. Training Costs

- 60.1 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the Employer upon production of evidence of such expenditure, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
- 60.2 Travel costs incurred by an Employee undertaking training in accordance with this Award which exceed those normally incurred in travelling to and from work shall be reimbursed by the Employer.

61. Learning and Development Committee

- 61.1 A Learning and Development Committee operates in accordance with this Award. The Committee will not have decision making powers, however, it will participate in an advisory role in the establishment of relative and effective training programs required by Employees covered by this Award.
- 61.2 The objectives of the Learning and Development Committee are:
- 61.2.1 To enable Employee involvement in the training processes.
- 61.2.2 The Learning and Development Committee shall aim to contribute to the development of a highly skilled workforce with a range of skills appropriate to the industry.
- 61.3 The Learning and Development Committee shall be comprised of two Service Managers, a learning and development representative; an engineering repair tradesperson from each stream, one representative from the Newcastle Workshop and an Engineering Repair Assistant representative.
- 61.4 Relevant non-committee members may be invited to attend and address the Committee. This may include but is not limited to Authority representatives and Unions party to this Award.
- 61.5 The committee will be chaired by a nominated manager.
- 61.6 The Employee representatives shall be elected every 12 months in a ballot monitored by the unions respondent to this Award.
- 61.7 The Learning and Development Committee shall meet quarterly or as determined by the committee with minutes distributed to committee members following the meeting.
- 61.8 The Learning and Development Committee will participate in:
- (a) formulating a training program including available training courses and career opportunities.
 - (b) recommencing individual Employees for training and reclassification.
 - (c) reviewing assessment and criteria to be applied for new and existing staff.
 - (d) advising management and Employees regarding the ongoing effectiveness of the training.

62. Training for Relief Leading Hands

- 62.1 Nominated Relief Leading Hands will have access to on the job training in accordance with State Transit's Procedure for Higher Duties.
- 62.2 Competency based assessment mechanisms shall be developed for each engineering wages classification.
- 62.3 Where applicable, training provided to Employees covered by the Award shall be recognised, accredited and certified to allow completion of the whole task/function (e.g. Gas Bus Certification).

PART IX - COMMUNICATION/CONSULTATION

63. Consultative Mechanism and Procedure

The Employer shall permit a notice board to be erected in the Depot or premises, or each part of a Depot or premises, to facilitate communication between Employees and/or their union representatives.

64. Communications and Consultation

- 64.1 Consultation provides participation by the Employer, Employees and their representatives, including Unions party to this Award, in the formulation and implementation of policies, plans and strategies that are likely to affect working conditions.
- 64.2 Consultation is aimed at getting Employees and their representatives, including Unions party to this Award, to suggest or respond to proposals for policy formulation or implementation. It provides an opportunity to present a point or view or state an objection, thereby providing a more informed approach to the decision making process by management.
- 64.3 Pursuant to clause 65 the parties agree to consult over the life of the Award regarding the implementation of initiatives deriving from the Productivity Committee.
- 64.4 Issues or matters in dispute should be dealt with through the Dispute Settlement Procedure of this Award.

65. Consultative Committee

- 65.1 A consultative committee shall be established at each garage.
- 65.2 Functions of the Consultative Committees:
- 65.2.1 The Consultative Committee shall operate as a mechanism resulting in democratic Employee involvement for maximising flexibility of the workforce and for ensuring that working patterns and arrangements enhance flexibility and the efficiency of that workplace.
- 65.2.2 The Consultative Committee shall endeavour to promote harmonious Employee relations.
- 65.2.3 The Consultative Committee shall endeavour to create an effective system of communication between the Employer and Employees. Minutes of all consultative committee meetings shall be available to all Employees at that location. Reasonable time shall be allowed in conjunction with local management to enable Employees to be informed of the committee's activities.
- 65.3 Composition of Consultative Committee
- 65.3.1 The Consultative Committee shall be comprised of six permanent members of which:
- (a) two will be representatives of management, at least one shall be of senior management level; and
 - (b) four Employee representatives who will be elected every twelve months (one Engineering Repair Tradesperson from each stream, and one Engineering Repair Assistant).
- 65.4 Meetings
- 65.4.1 The consultative committee shall meet as required but not less than monthly.
- 65.4.2 Prior to each meeting each committee member shall by agreement with local management be allowed reasonable time to prepare for meetings.

- 65.4.3 Committee members may co-opt others to represent them at meetings when required.
- 65.4.4 The Consultative Committee may invite other personnel and union party to this Award to attend meetings.
- 65.5 Consultative Procedures
- 65.5.1 The Consultative Committee will consider the implication of proposed measures to change arrangements.
- 65.5.2 A peak body consisting of senior management of the Division and full time union officials or their nominees will meet quarterly, (or more frequently as agreed by the parties where issues of major significance need to be discussed), to monitor and review developments and progress towards achieving the aims contained in this Award. It will be the responsibility of each consultative committee to furnish relevant reports to the peak body immediately following discussions at a local level.
- 65.5.3 The Employer will facilitate the process by providing timely and relevant information to ensure that the consultative committees are in a position to monitor their progress towards achieving joint aims under this Award.
- 65.5.4 Accordingly, at these meetings operating statistics, customer service, the Division's profile, staff development, financial performance indicators established under this Award will form fixed agenda items to ensure such indicators for each of the Employer's Depots are under constant review by the committee.
- 65.6 Training - Committee members may attend an approved training course relevant to their role as committee members.

66. Productivity Committee

- 66.1 A Productivity Committee will oversee the achievement of the objectives of this Award.
- 66.2 The Productivity Committee will work within a set terms of reference. The terms of reference must be approved by the Employer.
- 66.3 The terms of reference must include:
- 66.3.1 Genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.
- 66.3.2 Genuine time frames for targets to be achieved.
- 66.3.3 Periodic reviews of progress and major reviews.
- 66.3.4 Mechanisms to review and implement new initiatives.
- 66.3.5 Mechanisms to assist management and Employees in relation to contracting out issues pursuant to clause 22.
- 66.3.6 An internal disputes settlement mechanism.
- 66.4 The Productivity Committee will consist of representatives of the Employer, Combined Unions (who are a party to this Award) and a standing invitation to Union New South Wales.

67. Introduction of Change

- 67.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and their Unions.
- 67.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skill required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the need for retraining or transfer of Employees to other work locations and the restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

68. Delegates

- 68.1 For the purposes of:
- 68.1.1 ensuring compliance by the Parties with the terms of this Award; and
 - 68.1.2 facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Award, and their representatives, an Employee elected or nominated as a delegate by the Employees in the section and/or location in which they are employed, shall, upon notification to local management, be recognised as the accredited representative of the union to which they belong.
- 68.2 An accredited delegate shall be allowed reasonable time during working hours to interview the Employer or its representative on matters affecting Employees whom they represent, or accredited officials of the union to which the delegate belongs.
- 68.3 Subject to the prior approval of the delegate's supervisor, an accredited delegate shall be allowed a reasonable period of time during working hours to interview a duly accredited union official of the union to which he/she belongs.
- 68.4 Delegate Training:
- Subject to all other qualifications in this clause, the Employer may grant an elected delegate Leave with pay to attend union courses which are approved by the Employer and which are designed to promote good industrial relations within the Division. Such leave will be granted in accordance with existing policy. Provided that should such leave be granted, it shall be conditional upon the Employer being able to make adequate staffing arrangements amongst current Employees. The Employer will not be required to pay for any expenses (such as travel, accommodation and meals) associated with or incurred by the delegate attending the course.
- 68.5 Amenities:
- The Employer will provide facilities that may be reasonably required for the delegate to properly represent their members, such as a telephone, desk and filing cabinet. There will be paid quarterly delegates meetings. A maximum of two delegates from large locations and one delegate from small locations with less than 100 buses can attend quarterly delegates meetings. This is exclusive of office holders of combined maintenance unions.

69. Right of Entry of Union Officials

- 69.1 For the purposes of:
- 69.1.1 Ensuring compliance by the Parties with the terms of this Award; and
 - 69.1.2 Facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Award, and their representatives:

- (a) any appointed or elected officer of a union party to this Award, will have access to the duly elected or appointed union representative and/or their member/s, on the site during normal working hours, for the purposes of holding discussion, providing those discussions are about matters that pertain to the employment relationship between the Employer and the Employees; and
 - (b) such visits shall be notified by the officer prior to actually going on to the site and such visits will be made in the presence of an authorised officer of the Employer and comply with all safety requirements and directions while on site. Where necessary, Union Officials will undergo a site induction.
- 69.2 Any appointed or elected officer of a union party to this Award shall have power to inspect any part of the work where it is suspected or believed a breach of this Award is occurring or has occurred.
- 69.3 The Employer shall provide the officer with the necessary facilities for the investigation of the breach or suspected breach of this Award. Such investigations shall include access to the wages books or time sheets. The Officer shall minimise interruptions to the work processes.

PART X - GENERAL

70. Drugs and Alcohol

- 70.1 The parties, being committed to the highest standards of safety in the operation of the Public Transport System, are specifically committed to ensuring that staff do not work while their effective functioning is impaired.
- 70.2 The parties recognise the importance of, and accept the need for, monitoring and detection of impairment by alcohol and drugs.

71. Renegotiation

It is agreed between the parties to commence negotiation of the next industrial instrument no later than six (6) months prior to the expiry of this Award.

72. Dispute Settlement Procedure

- 72.1 When the parties to this Award are in dispute over any issue that directly affects the interest of any of the parties, the dispute will be dealt with in accordance with this clause.

72.2 Step 1

In the first instance, any claim, dispute or matter (the Dispute) which is local in nature, and which will not impact on other locations, will be settled at the workplace between the Employee and or their representative or Union and the local Manager (that is, the Employee's immediate Manger). Where practical, a genuine attempt to resolve the Dispute should be made within 24 hours of the dispute being raised.

72.3 Step 2

If the Dispute cannot be resolved as provided for in Step 1 the Employee and or their representative or local delegate is to present the Depot/Unit Manger with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the Dispute with the Employee and or their representative, and local union delegate as soon as practicable.

72.4 Step 3

If the Dispute is not resolved as provided for in Step 2 (or if the subject matter of the Dispute is not local in nature), the Dispute should be referred to the appropriate General Manager, and may also be referred

by the Employee or their representative or local union delegate to a Union Official, who must attempt to resolve the dispute.

72.5 Disputes, which are not Local in Nature

Where a dispute is not local in nature, involves the interpretation of a Policy of the Employer or an industrial instrument, the parties to the Dispute may agree to bypass Steps 1 through 3 and instead refer the matter directly to the Manager, Employee Relations for resolution, in conjunction with the relevant Manager/s or General Manager/s.

72.6 Step 4

If, following action under Steps 1 through 3 (Disputes Not Local in Nature subclause) a dispute remains unresolved, the Employee, their representative or a Union, or the Manager Employee Relations, may refer the matter to the General Manger, Human Resources (or, at the discretion of the General Manger, Human Resources, the Chief Executive) for a further attempt at resolution between the parties.

72.7 Step 5

If, following action under Steps 1 to 4, the Dispute remains unresolved, a party to the Dispute may refer the Dispute to Unions NSW (advice to be provided to other party/ies) following which a 72 hour cooling off period (exclusive of weekends and public holidays) will apply, to enable Unions NSW to assist in the resolution of the Dispute.

72.8 Step 6 - Referral to the IRC

If, following action under Steps 1 to 5, the dispute remains unresolved, any party to the Dispute may refer the dispute to the Industrial Relations Commission for conciliation and if necessary, arbitration.

72.9 The parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between State Transit and the Employee or Union involved, any individual step in the process should as a general rule take no more than five working days to complete; and that in the case of each step attempts should be made to hold discussions within two working days of commencing the step.

72.10 Any Dispute that is still unresolved after having been progressed in accordance with the steps in this clause and is not further referred to by State Transit, the Employee, or a union party to this Award for a period of twenty-eight working days after the last step, it will be deemed to be no longer a matter in dispute.

72.11 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant industrial tribunal for urgent resolution.

72.12 While a Dispute is being dealt with under one of the preceding paragraphs in this subclause work must continue without disruption and work practices, which existed prior to the Dispute, shall apply, except where they involve the application of provisions of this Award.

72.13 The parties acknowledge that, where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.

73. No Extra Claims

73.1 The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of

employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

- 73.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.
- 73.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 or its successor are not prohibited by this clause.

PART B

SCHEDULE A - WAGES AND ALLOWANCES TABLES

Table 1 - Wages

Weekly Rates for Engineering Leading Hand (L/H)

Classification	1 January 2016 2.5%	1 January 2017 2.5%	1 January 2018 2.5%
L/H Step 1	\$1,315.30	\$1,348.20	\$1,381.90
L/H Step 2	\$1,353.10	\$1,386.90	\$1,421.60
L/H Step 3	\$1,391.10	\$1,425.90	\$1,461.60

Weekly Rates for Engineering Repair Tradesperson (ERT)

Classification	1 January 2016	1 January 2017 2.5%	1 January 2018 2.5%
ERT Level 4	\$1,243.60	\$1,274.70	\$1,306.60
ERT Level 3	\$1,181.90	\$1,211.50	\$1,241.80
ERT Level 2	\$1,124.30	\$1,152.40	\$1,181.20
ERT Level 1	\$1,070.00	\$1,096.80	\$1,124.20

Weekly Rates for Storeperson

Classification	1 January 2016	1 January 2017 2.5%	1 January 2018 2.5%
Storeperson Level 2	\$1,054.70	\$1,081.10	\$1,108.10
Storeperson Level 1	\$989.70	\$1,014.40	\$1,039.80

Weekly Rates for Engineering Repair Assistants (ERA)

Classification	1 January 2016	1 January 2017 2.5%	1 January 2018 2.5%
ERA Level 4	\$989.70	\$1,014.40	\$1,039.80
ERA Level 3	\$936.00	\$959.40	\$983.40
ERA Level 2	\$909.50	\$932.20	\$955.50
ERA Level 1	\$856.20	\$877.60	\$899.50

Weekly Rates for Apprentices

Classification	1 January 2016	1 January 2017 2.5%	1 January 2018 2.5%
Apprentice			
4th Year (88%)	\$941.60	\$965.20	\$989.30
3rd Year (75%)	\$802.50	\$822.60	\$843.20
2nd Year (60%)	\$642.00	\$658.10	\$674.50
1st Year (50%)	\$535.00	\$548.40	\$562.10

plus the relevant proportionate Industry Allowance.

Table 2 - Allowances

Allowances	1 January 2016 2.5%	1 January 2017 2.5%	1 January 2018 2.5%
Wet Work	\$0.63 ph	\$0.65 ph	\$0.67 ph
Confined Spaces	\$0.80 ph	\$0.82 ph	\$0.84 ph
Height Money	\$0.41 ph	\$0.42 ph	\$0.43 ph
Asbestos	\$0.84 ph	\$0.86 ph	\$0.88 ph
Fibreglass	\$0.30 ph	\$0.31 ph	\$0.32 ph
Supervisor Certificate - Electrician	\$42.79 pw	\$43.86 pw	\$44.96 pw
Registration Certificate - Electrician	\$23.22 pw	\$23.80 pw	\$24.40 pw
Private Motor Vehicle	<p>Rate will be as prescribed by Premier's Circular:</p> <p>Official Business When an Employee is required to use their own vehicle for official business.</p> <p>The rate from 1 July 2015 for official business use is 66 cents per kilometre.</p> <p>Casual Rates Where an Employee uses their own vehicle with the prior consent of the Employer, in lieu of an STA funded resource e.g. public transport, taxi voucher or vehicle, the Employee shall be paid 40% of the official business rate prescribed above.</p> <p>From 1 July 2015, the casual rate is 26.4 cents per kilometre.</p>		
Asbestos Eradication	\$2.49 ph	\$2.55 ph	\$2.61 ph
First Aid	\$3.24 pd	\$3.32 pd	\$3.40 pd
Industry Allowance (non Apprenticed full time adult employees)	\$48.50 pw	\$49.70 pw	\$50.90 pw
Living Away From Home Allowance/ Meal Allowance for One Day Journeys where refreshments and accommodation are not provided	<p>Allowances prescribed by Premier's Circular shall be payable with respect to overnight travel allowance.</p> <p>(From 1 July 2015, the rate for Sydney is \$308.45 and Newcastle \$278.45 and meal allowances for one day journeys which from 1 July 2015 range from \$25.90 to \$49.65).</p>		
<p>The overtime meal allowance is currently \$13.80 for the first meal and \$12.00 for each subsequent meal, and will be adjusted from time to time in accordance with the Crown Employees (Skilled Trades) Award.</p>			

I. TABBAA, Commissioner

SERIAL C8522**CLOTHING TRADES (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Textile Clothing and Footwear Union of New South Wales, industrial organisation of employees.

(No. IRC 1002 of 2015 | 2016/19364)

Before The Honourable Justice Walton, President

5 February 2016

ORDER

The Commission orders that:

1. The Industrial Committee, known as the Clothing Trades (State) Industrial Committee, published 10 August 2012 (373 I.G. 2086), be dissolved.
2. There be established a new Clothing Trades (State) Industrial Committee for the Industries and Callings of:

All persons engaged in:

- (a) making and/or repairing and/or altering the whole or any part of any male or female garment or of any article of wearing apparel whatsoever, made from material of any description, including all articles of neckwear and excluding only boots, shoes, slippers, gloves and headwear, except as provided in (b);
- (b) making and/or trimming and/or blocking and/or repairing and/or altering and/or remodelling all articles of women's and girl's headwear, excepting male employees engaged in blocking by hand or machines;
- (c) making and/or repairing and/or altering any description of umbrella other than canvas umbrellas;
- (d) making and/or repairing and/or altering any description of handkerchiefs, serviettes, pillowslips, pillowshams, sheets, tablecloths, towel, quilts, aprons, mosquito nets, bad valances, or bed curtains;
- (e) embroidering or otherwise ornamenting any of the abovementioned articles, including the making and/or manufacturing or such ornamentations as are made of textiles, felts or similar fabrics;
- (f) in or in connection with the manufacture of artificial flowers;
- (g) making and/or altering and/or remodelling and/or repairing of all types of garments or articles, other than toys, made in the establishment of a furrier;
- (h) the making of chenille and the making and/or repairing and/or altering of articles of all descriptions as are made of chenille;

in the State of New South Wales, excluding the County of Yancowinna;

excepting employees employed in the making and/or repairing of furnishing drapery and/or quilts in a furniture or furnishing drapery factory or establishment, including retail store or warehouse;

and excepting employees within the jurisdiction of the Rubber Workers (State), the Plastic Moulding (State) and the Textile Workers (State) Industrial Committee.

3. The said Committee shall consist of two representatives of employees and two representatives of employers with the final position being such other person as the Industrial Registrar or the Deputy Industrial Registrar may nominate as Chairman of the Industrial Committee.
4. The representatives of employees shall be appointed, upon nomination, as prescribed by The Textile Clothing and Footwear Union of New South Wales.
5. The representatives of employers shall be appointed, upon nomination, as prescribed by the NSW Business Chamber Limited, the Australian Retailers Association, New South Wales Division, and the Australian Federation of Employers and Industries.
6. This order shall take effect on and from 5 February 2016 and shall remain in force for a period of three years thereafter.

M. J. WALTON *J, President.*

Printed by the authority of the Industrial Registrar.

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

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA16/1 - Wollongong City Council Contract Carriers' Agreement 2015

Made Between: Wollongong City Council -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 14 January 2016 and commenced 23 November 2015.

Description of Employees: The agreement applies to all contract carriers engaged by Wollongong City Council, located at 41 Burelli Street, Wollongong, who undertake works for the City Works Division.

Nominal Term: 36 Months.